



**S.P.P.A.**

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**AGREEMENT**  
*Between The*  
**CITY OF SPRINGFIELD, OHIO**  
*And The*  
**SPRINGFIELD POLICE**  
**PATROLMEN'S ASSOCIATION**

**JANUARY 1, 2014 - DECEMBER 31, 2016**

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THIS AGREEMENT is made and entered into at Springfield, Ohio effective January 1, 2014, by and between The City of Springfield, Ohio, hereinafter referred to as the "City", and the Springfield Police Patrolmen's Association, Springfield, Ohio, hereinafter referred to as the "SPPA".

## **PURPOSE**

This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between the City, its employees and their representative, the SPPA.

Nothing contained in the provisions of any other contract shall affect or abridge the rights and obligations of the parties to this Agreement.

The parties agree as follows:

## **ARTICLE 1 - RECOGNITION**

### **Section A – Bargaining Rights**

The City of Springfield recognizes the Springfield Police Patrolmen's Association as the exclusive bargaining representative for all employees as hereinafter defined.

### **Section B – Employees Defined**

The terms "employee" and "employees" as used in this Agreement shall refer to those sworn persons holding the position of patrol officer in the Police Division of the City on a permanent, full-time status.

### **Section C – Subjects for Bargaining**

The following shall be subjects for the purpose of collective bargaining; 1) Wages; 2) Hours; 3) Fringe Benefits; and 4) Working Conditions.

## **ARTICLE 2 – NON-DISCRIMINATION**

The parties hereto agree that neither shall discriminate against any employee because of their membership or non-membership in SPPA or their participation or non-participation in SPPA. The parties further agree that they shall not deny membership or employment to any person on the basis of race, religion, color, age, sex, ancestry or national origin.

All references in this Agreement, or rules and regulations promulgated hereunder which employ the masculine gender shall also include the female gender, unless the context clearly requires otherwise.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

The City has the inherent right and responsibility to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure; direction, supervision, evaluation and hiring of employees; maintenance and improvement of efficiency and effectiveness of governmental operations; determining the overall methods, process, means or personnel by which governmental operations are to be conducted; suspensions, discipline, demotion or discharge for just cause, or layoff, transfer, assignment, scheduling, promotion or retention of employees; determining the adequacy of the work force; determining the overall mission of the employer as a unit of government; effectively managing the work force; and taking actions to carry out the mission of the City as a governmental unit, unless otherwise provided herein.

An individual employee may not waive the collective rights of the bargaining unit set forth herein.

The City shall require employees to perform only those tasks which it reasonably determines are related to law enforcement services.

### **ARTICLE 4 – EMERGENCY WAIVER**

In cases of circumstances beyond the control of the City, such as, but not necessarily limited to, acts of God, riot, strikes, flood and civil disorder, the City Manager or his designee, after formal declaration of emergency by the Mayor in accordance with the ordinances of the City of Springfield, Ohio, may, to the extent necessary, make such assignments within the recognizable scope of the Police Division skills, as is deemed necessary, without regard to employee classifications, overtime limitations, or seniority. Nothing contained in this Section shall limit the payment of overtime for time worked by an employee.

During the term of any emergency declared in accordance with Section I of this Article, grievance deadlines as specified in this Agreement are extended by the length of the emergency.

## **ARTICLE 5 – DUES DEDUCTION**

### **Section A – Voluntary Deduction**

The City agrees that all Union members shall be permitted to pay dues, initiation fees and assessments through payroll deductions, provided that such members shall individually and voluntarily certify, in writing, that they authorize such deductions on a form provided by the Union for this purpose.

The amount of dues to be deducted may be changed by written notice from the President of the SPPA to the Personnel Director, given not less than thirty (30) days prior to the effective date of the change.

### **Section B – Fair Share**

Any present officer who is not a member of the Association shall pay a fair share fee as permitted under Ohio Revised Code 4117.09 (C), (not to exceed the amount of Association dues), of the cost of the collective bargaining process, contract administration cost in pursuing matters affecting wages, hours of work and other conditions of employment uniformly required of members.

All officers hired on or after the effective date of this agreement and who have not made application for membership shall on or after their 60<sup>th</sup> day of hire, also be required to pay a fair share fee as defined above. The deductions of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Association as a condition for serving or retaining employment or any benefits under this agreement.

The Association agrees to establish a fair share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal Law. In addition, the Association will provide the City with a copy of the Association's fair share fee procedure.

The Association agrees to save the employer harmless in the event of any legal controversy with regard to the application of this provision.

The City will deduct from the wages the regular monthly Union dues of members and the fair share fees of non-members. Deduction shall be made from a bi-weekly pay of all bargaining unit employees. In the event an employee's pay is insufficient for the deduction, the City will deduct the amount from the employee's next regular pay where the amount earned is sufficient. All deductions shall be transmitted to the Union no later than fifteen (15) days

following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

## **ARTICLE 6 - SPPA BUSINESS LEAVE**

### **Section A – General Union Business Leave**

The City shall provide the SPPA with 256 hours of paid leave per Agreement year for the use of SPPA officers or their designees for the purpose of attending SPPA business. Unused hours shall carry over into the next Agreement year and will expire upon termination of this Agreement. In addition, sixty-four (64) paid leave hours will be granted for a maximum of two (2) state officers. The Personnel Department shall be notified, in writing, requesting use of the aforementioned days.

### **Section B - SPPA President's Leave**

The President of the SPPA shall receive additional leave with pay for up to ninety-six (96) hours per Agreement year to attend to Union business.

### **Section C – On-Duty Pay**

1. The City shall continue the on-duty pay through the remainder of the regular shift for an SPPA officer for SPPA business if he/she is on duty at the time of a joint meeting scheduled with the City and for reasonable and necessary time to prepare for such meetings. If the SPPA officer is not scheduled to be on duty at the time of such a meeting, the officer will not be paid. This section shall not apply to meetings held for contract negotiations.

2. Negotiating Team Status. The SPPA shall notify the Director of Personnel, in writing, providing the names of up to five (5) SPPA members selected as their negotiating team. The SPPA will make an honest attempt to appoint one (1) of the five (5) negotiating team members from each work unit. Subject to emergencies and/or reasonable division manpower requirements, the City will assign negotiating team members to work the day shift Monday through Friday who have requested, in writing, such assignment. The assignment to the day shift shall continue during the entire period the negotiating sessions are scheduled, at which time SPPA members will return to their previously assigned shift. With prior approval of the City's chief negotiator, negotiating team members may be permitted to meet prior to or after each negotiating session on the day such negotiating session is held. Each negotiating team member must notify his/her supervisor of his/her anticipated absence prior to a scheduled joint negotiating session.

Compensation for the bargaining team members reassigned under this provision shall be limited to the straight-time, day-shift rate. Employees reassigned to fill vacancies created by the reassignment of bargaining team members shall not receive premium pay as a result of such reassignment, except for the applicable shift differential. Vacancies will be filled in accordance with Article VIII, Section E, Shift Assignment.

In addition to the business leave set forth above, the bargaining team may utilize a maximum aggregate of eighty (80) hours of paid leave with full pay for the purpose of preparing for negotiations, in addition to the actual time spent in negotiations. The leave may be apportioned among the members of the bargaining unit at the Union's discretion. The employees involved are expected to give adequate advance notice of the use of such time to the Chief or his designee.

#### **Section D – President's Assignment**

The City shall permit the SPPA President and the Grievance Chairman to exercise "Super Seniority" for the purpose of shift selection and weekly days off, during the period of time when he is President or the Grievance Chairman of the SPPA. The President and the Grievance Chairman shall be able to exercise "Super Seniority" only at the time of the semi-annual shift selection process.

"Super Seniority" is defined as having first choice over all employees with the same job assignment during the shift selection process. Super Seniority can only be exercised by "eligible employees" as that term is defined in Article 8, Section D.

### **ARTICLE 7 - WAGES**

#### **Section A**

Attached hereto and made a part hereof Schedule "A" is a list of the agreed wage schedule for employees covered by and for the duration of this Agreement.

#### **Section B – Pay Step Intervals**

Employees shall advance from step 1P 7 (new hire) to step 1 upon satisfactory completion of required classroom training.

The time interval required between steps 1 through 6 shall be as follows: 1 to 2: 12 months from date of hire; 2 to 3: 12 months; 3 to 4: 12 months, 4 to 5: 12 months; 5 to 6: 12 months. This will permit an employee to reach the maximum rate following sixty (60) months of satisfactory service.

### **Section C – Basis Of Advancement**

With regard to steps 1 through 6, advancement from one step to the next shall be made following a satisfactory efficiency report, and the completion of the time interval stated above. However, discipline involving a written reprimand or more serious penalties may result in a delay of the employee's step advancement of up to six (6) months.

### **Section D – Shift Differential**

1. Shift differential shall be paid at the rate of \$.40 for all assigned shifts beginning at or after 2:00 P.M. and prior to 6:00 A.M.

2. Shift differential will be considered as part of the base rate for overtime consideration.

3. Employees shall be paid the applicable shift differential only for time actually worked. No shift differential shall be paid during any paid leave time.

4. In the event of a shift assignment which does not fall within the definitions contained in part 1 above, shift differentials shall be established for the entire shift at the rate applicable for the majority of the hours of said new shift assignment.

5. Employees flexing their schedule at the request of management will continue to receive the shift differential of their regularly assigned shift.

This section does not exclude the shift differential rate when flexing from day shift.

### **Section E – Deferred Compensation**

The City shall implement a deferred compensation program on behalf of the employees, whereby the employees' pension contribution shall be treated as deferred compensation for federal and state income tax purposes. The plan shall continue until the contract expires, or such treatment is no longer available under federal and state income tax law.

## **ARTICLE 8 – HOURS OF WORK**

### **Section A – Work Day**

Unless modified in accordance with Section I of this Article, the regular work day will consist of one shift of eight (8) consecutive hours. No employees shall be assigned to work a split shift.

### **Section B – Work Week**

The regular work week shall consist of forty (40) hours.

### **Section C – Days Off**

The regularly scheduled days off shall be consecutive. The parties recognize that due to the twenty-four (24) hour per day, seven (7) day per week nature of the work required, the consecutive days off may not both fall within the same calendar week, or pay period.

### **Section D - Shift Selection Eligibility**

Employees who have completed five (5) years of service as a patrol officer and are assigned to duties which are regularly carried out on a twenty-four hour-a-day basis shall be eligible to participate in the shift selection process set forth herein. All other employees shall have their hours of work assigned by the Chief of Police or his designee, in accordance with the other provisions of this Agreement.

There shall be at least the following number of non-rotating positions on the three (3) shifts in Uniform Patrol:

- First Shift - 14 Positions
- Second Shift - 12 Positions
- Third Shift - 16 Positions

Employees who have completed two (2) years of service, but not more than five (5) years of service as a patrol officer and are assigned to duties which are regularly carried out on a twenty-four hour-a-day basis shall be assigned to a rotating shift. Those assigned to said rotating shift shall rotate from one shift to another at intervals of no less than four (4) months.

Employees who have completed two (2) years of service but not five (5) years of service may fill vacant non-rotating positions if vacancies occur in the non-rotating positions after employees who have completed five (5) years of service have been assigned.

Employees who have completed less than two (2) years of service may be assigned to the various shifts at the Chief's discretion.

At least 45 days before each shift assignment period, the Chief will set the number of non-rotating positions to be available for bid on each shift, after consultation through the Labor Management Committee.

### **Section E – Shift Selection**

Eligible employees, as defined in Section D above, will be assigned to particular shifts on an annual basis by the Chief of Police or his designee. Shift assignments shall not be changed during any assignment period unless unexpected variations of staffing levels mandate that an assignment be changed in order to provide effective police service to the community.

Twenty-eight (28) days prior to the beginning of the annual shift assignment period, the Chief or his designee shall solicit the written preferences of each eligible employee as to shift assignment. Each employee shall submit a written request for shift assignment within a period of time specified by the Chief or his designee.

The Chief or his designee shall make shift assignments based on the written preferences of the employee in order of seniority in rank, consistent with job skill qualifications (such as crime scene technicians, field training officers), which are reasonably related to police division needs to assure sufficient numbers of personnel and qualifications on each shift for the effective delivery of police services. In the event that qualifications are equal, seniority shall prevail.

If, during the annual assignment period, it becomes necessary to change staffing levels or fill vacant posts created by an unexpected variation in staffing levels, the Chief or his designee shall fill such additional or vacated slots in accordance with the following procedure:

- a. The Chief or his designee shall post the availability of the position for a period of five (5) days.
- b. During the five (5) day posting period, employees may volunteer to fill the position by submitting a written memorandum to the Chief or his designee.
- c. If there are more volunteers than are necessary to fill such spots, the Chief or his designee shall select that eligible employee who has the required job skill classifications, with the greatest seniority.

d. If the number of volunteers is insufficient to fill the number of spots, the Chief shall choose the employee with the required skills who has the least seniority.

e. The Chief or his designee may make an immediate interim change to fill the spots pending the posting.

If a change in shift assignments would result in an employee being scheduled to work in excess of twelve (12) consecutive hours, that employee must choose one of the following three (3) options:

1. Flex his hours
2. Change one of his regularly scheduled days off; or
3. Take accrued paid leave

### **Section F - Reassignment**

The City may reassign or transfer one or more employees to alleviate circumstances that caused or could have caused disciplinary action or to address concerns of overall departmental productivity or efficiency. If the reassignment requires an employee to work more than the eight (8) hours in a day or forty (40) hours in a week the employee shall be entitled to premium pay.

Employees reassigned under this section shall receive in writing the reason or reasons for such reassignment from the Chief of Police.

Employees affected by reassignment shall be reassigned for no more than the balance of the current annual shift selection period plus the next shift assignment period. Voluntary reassignments shall be considered prior to involuntary reassignments. Involuntary reassignments shall occur to an individual no more than once each 36 months.

### **Section G - Training**

The City shall provide at least forty (40) hours in-service law enforcement training to each employee. An employee may have his shift assignment changed once a year for a forty (40) hour period for the purpose of such training. Compensation for this rescheduled time shall be limited to the straight-time day shift rate.

### **Section H – Switching Days Off**

At the discretion of the Chief or his designee, an employee may be permitted to switch his days off within the calendar week. In deciding whether to

permit such a switch, the Chief or his designee shall give preference to employees requesting use of vacation hours, personal hours, holiday hours, or compensatory time, to employees requesting a switch. Such a switch shall not result in premium pay.

### **Section I – Conversion to Alternate Work Schedule**

The standard work schedule of five (5) eight (8) hour days may be converted to a schedule of four (4) ten (10) hour days by means of a supplemental agreement between the parties on the following terms and subject to the following conditions:

1. The conversion shall be effective, if at all, on the first day of the first pay period of a shift assignment period.
2. The conversion shall be announced by the Chief no later than thirty (30) calendar days prior to the effective date.
3. The Chief's order shall designate which units, sub-units or other groups of employees shall work under the alternate four (4) ten (10) hour days schedule.
4. Discussions related to the supplemental agreement under this section are not subject to the dispute resolution processes in ORC § 4117.14.
5. The supplemental agreement may be terminated by either party by written notice delivered to the Chief or the Union President no later than ninety (90) days prior to the beginning of a shift assignment period. Such termination shall be effective on the first day of the following shift assignment period.

## **ARTICLE 9 - PREMIUM PAY**

### **Section A - Overtime**

Employees assigned to an eight (8) hour shift who are required to work in excess of the eight (8) hour work day shall be eligible for premium pay in accordance with the provisions of this agreement. Employees assigned to a ten (10) hour shift who are required to work in excess of the ten (10) hour work day shall be eligible for premium pay in accordance with the provisions of this Agreement.

Opportunities to work scheduled overtime shall be distributed fairly in accordance with procedures to be established by the parties through the LMC process.

### **Section B - Work In Excess of Regularly Assigned Work Day**

An employee who works any hour or part of an hour immediately prior to or immediately following his regularly scheduled shift shall be paid at a rate of one and one-half (1½) times his regular base pay.

### **Section C - Work On Scheduled Days Off**

An employee required to work on either or both of his regularly scheduled days off shall be paid at a rate of one and one-half (1½) times his regular base rate for each hour or part of an hour which he works.

### **Section D - Overtime Calculations**

All overtime will be calculated by rounding to the nearest tenth of an hour.

### **Section E – Compensatory Time Option**

In lieu of overtime premium pay, an employee may elect to take compensatory time off for all overtime hours worked between January 1 and the first pay period in November in a calendar year. No compensatory time off option is available for overtime hours worked after the first pay period in November in a calendar year.

Compensatory time hours will be credited at the applicable overtime rate. Compensatory time off will not be permitted to accumulate in excess of 300 hours.

Compensatory time off shall be utilized only upon approval of the Chief, or his designee, prior to the end of the first pay period in November. Compensatory time off which is not utilized prior to the end of the first pay period in November shall be paid to the employee by check with the first pay date in December, at the employee's then current overtime rate.

### **Section F – Call-In Pay**

An employee who is called in to work at a time disconnected from his regularly scheduled shift shall be paid the applicable overtime rate for each hour or part of an hour that they work at the applicable overtime rate. Employees who are called in and work less than three (3) hours shall be paid at a minimum of three (3) hours pay at the applicable overtime rate.

For the purposes of this section a call-in incident shall be deemed "disconnected" from the regular work schedule if the employee is released from the call-in more than thirty minutes prior to the employee's scheduled shift, or is called in more than thirty minutes after clocking out.

However, in circumstances where employees return to duty for scheduled training sessions, the definition of "disconnected" described in this section shall be increased to one hour.

In the event that a call-in incident is not disconnected to the regular work schedule, the employee shall be paid for the gap period.

### **Section G – Court Time**

Employees who are required to appear in Court at a time disconnected from their regularly scheduled shifts, or on their regularly scheduled days off to serve as a witness in a criminal proceeding, or in a civil proceeding in which the employee's testimony is required as a direct result of the performance of his duties shall be paid at the applicable overtime rate for each hour or part of an hour that they are required to be in Court. If an employee is required to be in Court for less than three (3) hours, he shall be paid a minimum of three (3) hours at the applicable overtime rate.

For the purposes of this section a court appearance shall be deemed "disconnected" from the regular work schedule if the employee is released from court more than one hour prior to the employee's scheduled shift, or is subpoenaed to court more than one hour after clocking out. Alternately, in the event that the court appearance is not disconnected to the regular work schedule, the employee shall be paid for the gap period.

If an employee is not served with a subpoena at least 24 hours in advance of a court appearance outside of scheduled work hours, the definition of "disconnected" described in this section shall be reduced to thirty minutes.

The employee shall collect the witness fee paid by the Court, and shall remit the same to the City.

If an employee's attendance is required in a court outside of Clark County, Ohio, in a criminal proceeding, or a civil proceeding in which the employee's testimony is required as a direct result of the performance of his duties, at a time disconnected from his regularly scheduled shift, or on his regularly scheduled day off, such employee shall be entitled to compensation for the reasonable travel time required, in addition to the court time provision described above.

### **Section H – Out-Of-Town Assignments**

Employees who are assigned to perform work outside of Clark County, Ohio, which requires their absence from home overnight, shall be paid their regular base rate times the number of hours in the employee's regularly scheduled shift (8 or 10) for each day that the assignment continues. This provision includes assignments for the return of prisoners and attendance at City-assigned educational sessions.

In addition, the City will provide transportation, a reasonable meal allowance, and reasonable lodging expenses for the period of out-of-town overnight assignment.

If the out-of-town overnight assignment requires the employee to travel while carrying a weapon, the City shall make the travel arrangements necessary in compliance with applicable regulations of governmental agencies and carriers.

### **Section I – Shift Change**

Regularly scheduled shift changes shall not give rise to premium pay.

### **Section J – Stand-By Pay**

The City will implement stand-by payments for periods where employees are ordered to be readily available during off-duty shift periods.

1. Standby is defined as a requirement by supervision to a specific employee to be readily available to respond to a call to duty during off-duty shifts. Employees on stand-by will be required to be at a predetermined location with an operating phone number previously submitted to designated supervision. Such stand-by assignments shall be made by the Chief of Police or a command officer designated by the Chief. Such stand-by assignments will be made only when deemed necessary and will continue for either a fixed duration or until rescinded by supervision.

#### 2. Compensation for Stand-by Status

(a) Each employee will be paid one (1) hour at their overtime rate for each eight (8) hour stand-by shift period, or any part of a stand-by shift period for which he/she is ordered to stand-by status.

(b) Each employee called for overtime from stand-by status will not be eligible for call-in minimums but will be paid at overtime rates for all overtime hours worked.

(c) No stand-by obligation shall be recognized which results from court appearances, administrative hearings, or which is required by any agency other than the Police Division.

(d) Each employee will be expected to respond properly uniformed to a notification within forty-five (45) minutes or forfeit the stand-by fee for the current stand-by shift period.

## **Section K – Special Assignments**

While on special assignments, such as classroom study, employees assigned to eight (8) hour shifts will be paid for the first eight (8) hours worked, less all scheduled lunch or unauthorized personal breaks, and overtime sections of the Agreement become applicable for duty following the completion of a nine (9) hour time span.

While on special assignments, such as classroom study, employees assigned to ten (10) hour shifts will be paid for the first ten (10) hours worked, less all scheduled lunch or unauthorized personal breaks, and overtime sections of the Agreement become applicable for duty following the completion of an eleven (11) hour time span.

## **Section L – Reporting Late**

Employees who are not chronic offenders in regard to tardiness will be permitted to work during the work day they are tardy, providing they have notified the responsible persons designated prior to the beginning of their work shift.

Supervisors will continue to review each employee's attendance record and those who are not chronic offenders will be permitted to work as outlined in the above paragraph. Employees who are late for a period of six (6) minutes or less will not be docked. Beyond six (6) minutes, employees will be docked for their absence. Employees who are tardy will be docked to the nearest tenth (1/10) of an hour for every tenth (1/10) of an hour such employee is tardy.

Chronic offenders shall be defined as those who have six (6) unexcused absences within any continuous twelve (12) month period. Chronic offenders shall not be precluded from qualifying for an excused absence.

Excused absence shall be defined as one which is determined to be unavoidable and not within the reasonable control of the employee.

## **Section M – Time Change**

Shift affected by changes to and from Daylight Savings Time will be paid for the standard shift of eight (8) or ten (10) hours. In those cases where the work day is shortened as a result of the change, no officer shall be docked. Where the work day is lengthened due to the time change, that hour will not be compensated.

## **Section N – Auxiliary Police**

Auxiliary police personnel shall not be used to prevent or limit normal overtime for full-time sworn officers. Excepting during a period of emergency,

auxiliary police officers will be used in conjunction with regular full-time police officers and will not be assigned alone to police functions. Members of the N.O.P.P. Program shall not be used to prevent or limit normal overtime for full-time sworn officers.

### **Section O – Off-Duty Arrest**

A patrolman shall be compensated for making or participating in an off-duty arrest in any case where the patrolman has probable cause to believe that a felony or an offense of violence, or a theft offense, as such offenses are defined in the Ohio Revised Code or the Codified Ordinances of the City of Springfield, has been committed, or is being committed and such arrest is not made or participated in during the course of and arising out of the patrolman's off-duty employment. Compensation, when allowed by this section, shall be for time worked at the regular or overtime rate, whichever is applicable.

### **Section P – Flexible Hours**

An employee may request or, may upon the City's request, and with the employee's consent, be permitted to work a daily schedule of hours other than his/her regularly daily scheduled hours. The Chief of Police, or his designee, shall have the sole authority to set the hours to be worked and the parameters or limitations of the non-regularly scheduled hours of work. Notwithstanding any contrary provision of this contract and except when the Chief of Police otherwise approves payment at an overtime rate, an employee who requests daily hours other than his regularly scheduled hours shall be paid at the straight time rate for all hours worked which fall during what was his regular daily work schedule.

## **ARTICLE 10 - LONGEVITY**

### **Section A**

All employees that are employed as of December 31, 2008 who attain five or more years of service with the City shall be entitled to longevity pay at the rate of One Hundred dollars (\$100.00) per year of service.

Employees that are hired on or after January 1, 2009 who attain five (5) or more years of service with the City shall receive longevity pay at the rate of fifty dollars (\$50.00) per year of service.

### **Section B**

Longevity checks shall be distributed on the last bi-weekly payday in November.

Longevity eligibility milestone years are based on the date of hire, or for those employees with breaks in service, an adjusted longevity date. If an anniversary occurs during the year, the longevity payment will be calculated and paid at the higher rate. In the event an employee terminates employment prior to the completion of the required duration of service, any overpayment shall be repaid by the employee to the City or deducted from any compensation which may be due him from the City.

### **Section C**

Employees who resign, are laid off, or retire from City employment will be entitled to any earned longevity pay when the final pay check is issued; however, employees who are discharged from City employment shall forfeit all rights to longevity payment.

### **Section D**

Longevity payments shall be included when calculating overtime.

## **ARTICLE 11 – SICK LEAVE**

### **Section A - Accrual**

Employees shall accrue sick leave credits at the rate of .0575 for each hour in a paid status.

### **Section B – Usage of Sick Leave**

1. Sick leave may be granted for reasonable periods of time under the following circumstances with approval of the supervisor or Chief of Police or his designee:

a. Illness or injury of the employee of such a nature as to render him temporarily unable to perform his normal duties.

b. Injury, illness, or medical condition on the part of the employee's immediate family under such circumstances as to require the personal care and attention of the employee.

2. Physician's Certificate: If medical attention is required or the absence extends beyond five (5) working days or if a certificate is reasonably required by supervision, a licensed physician must certify the necessity for sick leave stating the nature of the illness. Failure to obtain this certification may result in denial of sick pay benefits and/or disciplinary action. Additionally, the City may require an employee to undergo a physical examination at the City's expense.

### **Section C – Annual Pay-Out**

If an employee uses less than forty-eight (48) hours of sick time in a calendar year, the member may, at his option, be paid for all or any part of the unused forty-eight (48) hours, plus eight (8) hours. Sick leave used as the result of an injury or illness covered by the terms of Article 12 (Injury Leave) shall not be chargeable to the employee when computing entitlement or extent of the annual pay-out. The employee's sick leave balance shall be reduced by the number of hours for which he elects to take pay.

Bereavement Leave under §G of this Article and sick leave occasioned by an on-duty critical incident determined to be traumatic by the Critical Incident Crisis Team shall not be chargeable when computing entitlement or extent of the annual pay-out.

An employee may not elect to take pay for unused sick leave if that reduces his accumulated sick leave balance below three hundred (300) hours.

Usage will be measured from the end of the last full pay period in the prior calendar year through the end of the last full pay period in the current year.

Payment will be made at the straight-time day shift rate in effect at the end of the last full pay period in the year. Payment will be made only in full hour increments, at the time of the last full pay period in January.

### **Section D - Conversion**

Each employee of the bargaining unit who is eligible for retirement, based on age and years of service and who does so retire having accumulated sick leave of over 300 hours, shall be paid for all accumulated sick leave in excess of 300 hours at the rate of 62.5 percent of his regular daily wage for such accumulation in excess of 300 hours.

This provision shall apply to an employee quitting his job, resigning or being laid off in the event of reduction in the work force, or otherwise terminating his employment in any manner, except by discharge for cause providing in all cases other than retirement that the employee shall have been in the employ of the City of Springfield for a period of five (5) years or more. All accumulated days of sick leave referred to herein shall be sick leave accumulated while in the actual employ of the City, except upon retirement.

### **Section E**

In the event an employee who has been in the employ of the City of Springfield for a period of five (5) years or more dies while still employed by the

City, the benefits under Section D above will be paid to the deceased employee's estate. In the event an employee who has been in the employ of the City of Springfield for a period as would qualify said employee for retirement dies while still employed by the City, the benefits under Section F will be paid to the deceased employee's estate and no benefits shall be paid under Section D.

Payment of sick leave on this basis shall eliminate all sick leave credit accrued by the employee at that time.

### **Section F**

Each employee who becomes disabled and applies for and accepts disability retirement under the provisions of Ohio law shall be terminated by the City and shall be paid 100 percent of his unused accumulated sick leave.

### **Section G**

1. In the event of death in an employee's immediate family, a period of up to forty hours shall be granted for bereavement leave.

2. Additional bereavement shall be granted upon request with the approval of the Chief of the Division.

3. All bereavement leave shall be charged to accrued sick leave.

### **Section H**

The term "immediate family" shall be defined as including spouse, parents, step-parent, child, step-child, grandchild, sister, step-sister, half-sister, brother, step-brother, half-brother, grandparent of the employee or the employee's spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in place of parent (loco parentis).

### **Section I**

Sick leave may be used in increments of one-tenth (1/10) of an hour.

## **ARTICLE 12 – INJURY LEAVE**

Whenever an employee is incapacitated from duty because of an injury, disease or exposure to a contagious disease sustained or incurred in the performance of his duties, he shall make application for and actively prosecute claims under the Workers' Compensation Statutes of Ohio. The City shall assist employees in completing claim forms, even if the City intends to contest the

claim. An employee who has requested injury leave under this Article must assign to the City all wage loss benefits which the employee may receive through the Workers' Compensation law of Ohio for any period of time during which the employee is receiving injury leave benefits from the City.

Approval of an injury leave request will only be granted in cases where the City has fully certified the claim to the Bureau of Workers' Compensation. In cases where the claim was not certified by the City, injury leave will be approved only after the claim has been approved by the Bureau of Workers' Compensation Administrator, provided that if the Administrator's decision has been appealed by either the City or the employee, injury leave will only be granted at the conclusion of the hearing and appeal process which results in a favorable decision to the employee.

While awaiting such determination, the employee shall be placed on sick leave, vacation leave or other paid leave. If an injured employee remains unable to work as a result of the alleged injury or illness after his paid leave expires, the City shall continue his regular pay until he is able to work, or a compensation award is made under Workers' Compensation. (Such continuation of wages shall be subject to the same termination of benefits limitations described in paragraph 5 of this section.)

If the application results in a determination of a work-related injury or illness, the employee shall then be placed on injury leave retroactive to the date of injury, and any paid leave utilized by the employee shall be re-credited to the employee. If the application is denied by the bureau administrator, or in subsequent appeals, as not a valid claim, any regular wages paid as a result of the employee having exhausted his other paid leave, shall be reimbursed to the City through payroll deductions in amounts determined by the City which should not cause undue hardship to the previously compensated employee. This unpaid leave period will be treated in the same manner as any other "leave without pay," and will result in adjustments to the employee's, longevity, and vacation accrual dates, and balances.

While on injury leave, an employee shall keep the Chief advised of the employee's condition and approximate return to work on a monthly basis.

Injury leave shall terminate when the employee is (a) able to return to work, (b) six months after the date of injury, or (c) the disability is determined to be permanent, whichever occurs first. If an employee's application results in a permanent disability award, he shall apply for disability retirement under the Police and Fire Pension Fund. If disability retirement is granted and becomes final, the employee shall be paid any separation benefits payable under other provisions of this agreement.

An aggravation of a pre-existing condition, which is ultimately determined by the Bureau of Worker's Compensation to be a separate and distinct new injury, and which occurs while an employee is on duty and acting non-negligently in the line of duty shall constitute a separate incident for the purpose of this article.

If the application is denied, no injury leave shall be paid.

## **ARTICLE 13 – PERSONAL LEAVE**

### **Section A**

With the approval of the appointing authority and the Civil Service Commission, a leave may be granted without pay to an employee in the bargaining unit. Such leave may be granted for a maximum duration of six (6) months for any personal reasons of the employee and may not be renewed or extended beyond six (6) months. Upon completion of such leave of absence, the employee shall be returned to the position he/she formerly occupied or to a similar position if his/her former position no longer exists. Such leave will not be granted to try out other employment.

### **Section B**

If special leave is granted to an employee due to illness, group insurance coverage while on such leave shall be continued for such leave period at City expense, if legally permitted. If such payment for group insurance is not legally permitted, the employee, with the approval of the insurance carrier, shall have the option of retaining such group insurance coverage at his/her own expense.

### **Section C**

During the period the employee is on personal leave, there shall be no accrual of sick leave, vacation, or other benefits. Upon the return of the employee, the seniority date will be adjusted to reflect the time off the payroll without pay.

## **ARTICLE 14 – EDUCATIONAL LEAVE**

Educational leave of absence without pay shall be granted for a maximum period of two (2) years for the purpose of education, training, or specialized experience which would be of benefit to the division or City. Upon completion of such leave of absence, the employee shall be returned to the position he/she formerly occupied or to a similar position if his/her former position no longer exists. Under no circumstances will leave be granted for the purpose of "trying

out" other employment. Subject to the approval of insurance carriers, employees shall have the option of retaining any or all insurance benefits, at their own expense, during such leave.

#### **ARTICLE 15 – DECEASED PEACE OFFICER FUNERAL ATTENDANCE**

The City of Springfield, recognizing the kinship of the law enforcement community, shall, upon approval of the Chief of Police, assign one (1) on-duty patrolman to represent the City at the funeral of a peace officer killed in the line of duty.

When available, a marked police vehicle will be used. If the marked vehicle is not available, an unmarked police vehicle will be used.

Other patrolmen not on duty may accompany the on-duty patrolman in the vehicle, space permitting, but shall not be compensated.

#### **ARTICLE 16 – LINE OF DUTY DEATH**

The estate or legatee of a police officer who dies as the result of injuries sustained in the course of duty, shall receive payment for his/her full unused accumulation of sick leave, vacation leave, holiday pay and accrued longevity pay. Payment shall be made in a timely manner to the executor or administrator.

#### **ARTICLE 17 - SENIORITY**

For the purposes of this Agreement, seniority shall be defined as an employee's most recent period of uninterrupted service as a police officer in the employ of the City of Springfield, Ohio. Disciplinary suspensions do not constitute an interruption of service, but the period of any such suspension shall be deducted from the most recent period of uninterrupted service in calculating seniority. Employees who have a break in service caused by disability shall have their seniority calculated so as to include the uninterrupted period of service prior to the disability.

Credit for seniority shall be given in Civil Service promotional examinations as required by law.

#### **ARTICLE 18 - LAYOFF**

1. Whenever for any reason it becomes necessary or expedient to reduce the work force within a position classification within the Division, provisional,

temporary, part-time, and probationary employees shall be laid off first before any reduction is made in the permanent work forces. Permanent employees shall be laid off in order of their job seniority with that employee having the least seniority within the position classification being laid off first, then continuing in like manner until the required reduction in work force has been accomplished. In the event an employee is laid off, he shall receive payment for earned but unused vacation and longevity pay with his final check.

2. Layoff Beyond Three Years. An employee who is on layoff for a period of three (3) years is automatically terminated and loses all seniority.

3. Recall.

a) Each permanent employee who is on layoff shall be called in reverse order of his layoff within a position classification, with the last employee laid off being the first to be called back and continuing in like manner until the required number of employees has been obtained.

b) If the required number of employees qualified in the position classification required are not available through the procedure in (1) above, an appointment will be made of a person who is qualified under the Civil Service provisions.

c) The City shall notify the employee of his recall at his last address on record with the City and re-employ him if he reports and is available for work within seventy-two (72) hours after notice of recall. If said employee fails to report for work within seventy-two (72) hours after notice of recall, he shall be considered as having voluntarily resigned, provided that illness incapacitating the employee for work or extended absence from home at the time of recall shall be sufficient excuse for not reporting for work if the City is informed of the excuse within twenty-four (24) hours after receipt of notice of recall. An employee loses his right to recall and is considered to have voluntarily resigned if his address on file with the City is not accurate. Recall notices will be dispatched by registered letter.

4. Bumping. There shall be no bumping as the result of a layoff, except as is provided in O.R.C. 124.37. Seniority may only be exercised as vacancies occur.

## **ARTICLE 19 – GRIEVANCE PROCEDURE**

There shall be an earnest, honest and prompt effort to settle differences; if any controversy or differences arise between an employee and the City and/or the SPPA and the City with respect to the interpretation or application of this Agreement, or the rights, obligations or liabilities of the parties herein as relates

to wages, hours, fringe benefits and working conditions, then such controversies or differences shall be handled as follows:

A grievance is a dispute between the SPPA and the City arising from the interpretation or application of this Agreement as the dispute impacts upon individual employees. Grievances shall be resolved in accordance with the procedure provided in this Article. The term "grievance" as used herein, does not include a dispute between a probationary employee and the City concerning disciplinary matters, as described in Article 35.

### **STEP 1**

The employee claiming to be aggrieved must verbally present his complaint to his immediate supervisor for disposition within five (5) days of the date the employee becomes aware of the alleged grievance. The supervisor will reply to the grievant within two (2) working days of the date on which the grievance is presented to him. At this step, it is not necessary for the grievance to be reduced to writing.

### **STEP 2**

If the problem is not resolved to the satisfaction of the SPPA, the SPPA must then reduce the grievance to writing. The written grievance must contain a description of the events or circumstances which form the basis of the grievance, the specific Article or provision of the Agreement which is claimed to have been violated, and a short statement of the relief requested by the grievant. The written grievance must be presented to the Lieutenant to whom the grievant is responsible within five (5) working days of the decision/no decision made at Step 1. The Lieutenant shall schedule and meet with the grievant, shift representatives, and the immediate supervisor (if applicable) within five (5) working days of receiving the written grievance. The meeting will be scheduled during normal shift hours for all parties and make an earnest attempt to discuss both side's issues and concerns. (Every reasonable effort will be made to resolve the grievance at this level.) If resolved, the Lieutenant shall document the resolution, sign off as resolved, along with the grievant, and forward copies of the grievance and resolution to the SPPA and to the appropriate sub-division commander within three (3) working days of the meeting. If the grievance is not successfully resolved at this level, both the Lieutenant and the SPPA shall forward a detailed inter-office listing their issues and interest in the grievance and why they believe the grievance should be honored or denied. This documentation, along with the written grievance, shall be forwarded to the appropriate Captain within five (5) working days of the meeting in Step 2.

### **STEP 3**

When an unresolved grievance is filed with the Captain to whom the grievant is responsible, the Captain will review the documentation of both sides, and, if needed, make necessary inquiries for clarification, and forward a written response to the SPPA, grievant, and Lieutenant within five (5) working days of the receipt of all the information at Step 2.

If the decision rendered by the Captain is not satisfactory to the SPPA, the SPPA may proceed to the fourth step of the grievance process.

### **STEP 4**

If the grievance is not resolved to the satisfaction of SPPA at Step 3, the written grievance shall be forwarded to the Chief of Police by the SPPA within five (5) working days of the written response from the Captain. The Chief, with the assistance of the Personnel Department, shall investigate the basis of the grievance, and shall schedule a grievance meeting within ten (10) working days of the receipt by the Chief of the written grievance. The Chief shall issue a written decision with regard to the grievance within five (5) working days of the close of the hearing. The Chief may deny the grievance, may uphold the grievance and grant the relief requested, or the Chief may uphold the grievance and grant an alternative form of relief.

### **STEP 5**

If the decision of the Chief is not satisfactory to the SPPA, the SPPA shall notify the Personnel Director of their intent to proceed to binding arbitration within ten (10) days of the receipt of the Chief's decision. Upon receipt of the notice to proceed to arbitration, the Personnel Director and the SPPA grievance committee chairman shall meet and jointly formulate a written request to the American Arbitration Association or the Federal Mediation and Conciliation Service for a list of qualified arbitrators. Upon receipt of the list of arbitrators, the Personnel Director and the SPPA grievance committee chairman shall again meet to select an arbitrator by the process of alternate striking of names, until one name is left upon the list. The individual whose name remains upon the list shall be contacted by the Personnel Director and the SPPA grievance committee chairman to solicit available dates for an arbitration hearing.

Any City employee called as a witness by either party during the hearing shall continue to receive his on-duty pay while attending the hearing.

The arbitrator shall reduce his decision to writing, stating therein the factual basis of his decision and shall simultaneously notify each party of the decision by mail. The arbitrator shall assess the costs of his services to the losing party. If the arbitrator determines that justice requires that his fee be

apportioned in some other manner, he shall state such apportionment in his decision.

The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall the arbitrator substitute his discretion for that of the parties, nor shall he exercise any responsibility or function of the parties.

The decision of the arbitrator under this Agreement shall be final and binding upon the parties.

### **GENERAL PROVISIONS**

1. Union Representation. The shift representative shall make every effort to assist the appropriate shift supervisor in settling grievances on the shift in the first step on the grievance procedure. When the grievance cannot be settled on the shift, then the shift representative will refer it to the SPPA for further handling in accordance with the grievance procedure.

SPPA has the right to be present at all proceedings under this grievance procedure and to participate in any hearings held hereunder. Additionally, the grievant may be represented by counsel at his request, and at no expense to the City.

2. Days Defined. The terms "days" and "working days" as used in this Article mean the days worked by the individual who is required to meet the specific time limitation at issue. Absence from work by the individual required to meet the specific time limitation at issue shall not extend the specific time limitation for a period in excess of two (2) weeks. In the case of the Union, "days" and "working days" refers to days worked by the grievance chairman. The failure of the grievant to comply with any of the time deadlines specified herein shall result in the grievance being fully and finally resolved in accordance with the terms of the decision at the prior step. Failure of the City to comply with any of the time limitations specified for Steps 2, 3, and 4 shall result in the full implementation of the relief requested by the grievant.

The time limits imposed in this Article may be extended at any step by mutual consent. Additionally, any step in this grievance procedure may be eliminated by mutual consent.

3. Restrictions. The City shall have no right or authority to refuse to process any grievance submitted by the Association or its members. Such grievance must contain the applicable section of the agreement that is claimed to be violated and the relief requested by the grievant.

4. Class Grievance. When more than one employee has a grievance arising from the same or substantially similar circumstances, the SPPA may file a joint grievance at Step 2 of the grievance procedure. Every reasonable effort shall be made to consider any circumstances that may be unique as to individual employees who are parties to such a class grievance.

5. Waiver. The parties may mutually waive, in writing, Steps 1, 2, and 3 when it appears that such Steps would not result in resolution.

6. Mediation prior to an arbitration hearing, a grievance may be referred to mediation by mutual agreement of the parties. The parties may request a mediator from FMCS, or SERB or mutually select a mediator.

#### **ARTICLE 20 – LABOR-MANAGEMENT COMMITTEE**

The parties agree that in the interests of mutual cooperation, improvement of relations, and provision of professional, courteous and efficient services to the Springfield community, a Labor-Management Committee shall be created. The committee shall consist of six (6) members, half appointed by the Chief of Police, and half appointed by the President of SPPA.

Meetings of the Labor-Management Committee may be called by either the Chief of Police, or the President of SPPA on a monthly basis, or at shorter intervals upon agreement of both parties.

The Labor-Management Committee shall operate as a forum for the administration of the Police Division and the employees to freely discuss matters of mutual concern. The Labor-Management Committee has no authority to alter or abridge the term of this Agreement.

The parties shall alternately prepare a written summary of meetings and distribute a copy to the president of the SPPA, and to the City Manager. The written summary shall include areas of agreement reached which are not yet fully implemented. Implementation of areas of agreement, together with a report on the status of implementation shall be carried on the agenda until full implementation is achieved.

When this Agreement becomes effective, either party may request the assistance of the Federal Mediation and Conciliation Service in developing procedures to refine the Labor-Management Committee process.

The SPPA shall receive monthly signed copies of the minutes by the City Manager reflecting that he has reviewed the minutes.

At least once annually, the City Manager shall attend a meeting of the Labor-Management Committee in order to review pending or unresolved issues and to monitor the relationship between employees and division management.

## **ARTICLE 21 - SAFETY**

### **Section A – City Responsibilities**

The City shall make every effort to provide reasonable, safe working conditions, weapons, equipment, and training for the safe performance of law enforcement duties. The final decision as to specific safety equipment to be provided shall rest with the City following discussions with the Safety Committee and, if requested, with the Labor-Management or Equipment Committee.

### **Section B – Safety Items**

The City will pay the full cost of obtaining for the initial use any item of safety equipment required by the City. Safety equipment recommended by employees of the bargaining unit and which is determined through the labor-management process to be of mutual advantage will be obtained on a cost-sharing basis.

### **Section C – Vehicle Safety**

1. Any individual who finds a vehicle unsafe shall file a report on this vehicle.
2. Street supervisors shall inspect any vehicle reported as unsafe and shall remove the vehicle from use if it is warranted.
3. Vehicles so removed from service in two (2) above shall be repaired, if necessary.
4. A vehicle shall be deemed as safe when released by the City Garage.

### **Section D**

The City shall allow duty time and pay the cost of blood and urine testing and chest X-rays each year for employees assigned to staff services whose work assignments regularly involve evidence collection from major crime scenes. Such tests shall specifically include, but are not limited to, tests for arsenic or mercury poisoning or scars or lesions from any dangerous substance with which the laboratory employees have been or are likely to have been exposed. This section covers only routine testing and in no way abrogates Workmen's Compensation coverage.

The City shall arrange for appropriate medical tests for any employee who reasonably believes that he has experienced a job-related exposure to a dangerous substance.

The City shall provide a vaccination program for Hepatitis B virus at its costs for employees electing to participate.

## **ARTICLE 22 – ATTORNEY REPRESENTATION**

### **Section A**

In the event a civil action is brought against a patrolman of the Police Division of the City of Springfield arising out of performance of his/her official duties, including, but not limited to, emergency first aid, the Director of Law, upon request, will review the facts of the incident giving rise to such action and if it is determined by the Director of Law that the defendant acted properly and in accordance with applicable law and regulations, a member of the Director of Law's office will be assigned by the Director of Law to defend such action brought against the patrolman.

### **Section B**

When the Director of Law, in his sole discretion, determines for whatever reason that no member of this office can represent a patrolman in a civil action as described in Section A above, but has acknowledged the validity of the defense of the suit, the City, at the discretion of the Director of Law, shall appoint and pay an attorney to represent the patrolman(men), which such attorney shall be selected by the Director of Law.

It is understood that such patrolman(men) may suggest names of persons whom he/she wishes to represent him/her. The Director of Law will consider the names suggested, but is not required to select the person to be appointed to represent such patrolman from the names suggested. The determination of who will be appointed to represent such patrolman shall be made by the Director of Law in his sole discretion, and his determination shall be final.

### **Section C**

The City agrees to indemnify and hold employees harmless from compensatory judgment awards rendered against police officers while acting within the scope of their duties with the City, provided that such actions are not willful and wanton, nor in knowing violation of division policy.

## **Section D**

The City's obligations under Sections A, B, and C above may be fulfilled by providing the police officer liability coverage described in Article 31.

### **ARTICLE 23 – RESIDENCE REQUIREMENT**

All employees of the Police Division must reside within Clark County or any County adjacent to Clark County.

### **ARTICLE 24 – DUTY ASSIGNMENTS**

The Chief of Police or his designee shall make all subdivision and duty assignments. When a duty or subdivision position is to be filled for a period of ninety (90) days or more, the City shall post a notice of the position and any necessary qualifications at least ten (10) days prior to filling the position.

Any employee may request consideration for the position to be filled by sending written notice to the Chief of his interest in the position. If an employee is not selected, he may then make a written request for an explanation from the Chief. If the requesting employee is more senior than the employee selected, the Chief shall respond, either orally or in writing, to such employee.

An employee may request relief from a particular subdivision or duty assignment, by sending a written request to the Chief or his designee. The receipt of such request shall be acknowledged by the Chief or his designee.

### **ARTICLE 25 – FIREARMS TRAINING AND TARGET PRACTICE**

The City shall maintain a firearms training program to aid patrol officers in maintaining proficient skills that accompany the profession. The City shall provide reasonable training and practice to assist patrol officers in annual qualification.

The City shall schedule monthly open range sessions, except during the month of annual in-service training, of which patrol officers may attend on a voluntary basis. These sessions should rotate in time in an attempt to accommodate officers who work on different shifts. In the case a session needs to be cancelled due to a staffing issue, the City shall make a good faith effort to reschedule the session.

In addition to the ammunition provided for official qualification attempts, the City shall provide each officer with one hundred and fifty (150) rounds to be used at open range sessions throughout the year.

The City shall make additional ammunition available for purchase by the Union at the City's contract price.

## **ARTICLE 26 – MISCELLANEOUS PROVISIONS**

### **Section A - Mailboxes**

The City shall provide one mailbox for each police officer which shall be placed in a central location, easily accessible to all police officers, but in a protected area from prisoners and/or the general public. Said mailboxes shall be for the distribution of in-house and/or other official documents other than documents required to be served by personal service. Said mailboxes are not to be used as a convenience for police-related activities. Documents relating to Union business are considered to be official business. Each mailbox shall be identified with the name of the police officer and shall be cleared out at least bi-weekly. One additional box will be provided as a direct means of communication with the Secretary/President of the SPPA.

### **Section B – Badge Numbers**

The City shall provide a badge to each employee. That badge will be numbered and that number will reflect that employee's position in Divisional history numerically.

### **Section C – Class Specifications**

The City will distribute copies of the current job descriptions upon ratification and will provide new copies as they are amended. The job description shall contain a non-exhaustive list of typical duties assigned to bargaining unit employees.

### **Section D – Other Duties**

No police officer shall perform the supervisory duties assigned to an officer of higher rank. Officers shall continue to participate in the assistance of other members of the Division.

### **Section E – Private Vehicles**

No employee shall be required to use his private vehicle for any official purpose. No prejudice will result to an employee who declines to use his private vehicle for an official purpose.

### **Section F – Observer’s Liability**

In the event that the City permits an observer to accompany an employee while on duty, the City shall require such observer to execute a release releasing the accompanying employee from liability.

Employees may require the observer to produce a copy of the release prior to accompanying the employee.

### **Section G – Bulletin Boards**

The City shall provide at least one (1) bulletin board that is convenient to all employees for the exclusive use of SPPA. No scandalous, profane or defamatory items will be posted on such bulletin board. SPPA may be permitted to place communications in the official roll call or information sheet subject to the approval of the officer in charge.

### **Section H – Continuation Of Existing Practices**

Recognizing that there are established departmental practices affecting wages, hours, fringe benefits, and working conditions which are beneficial to both parties beyond the specific terms of this Agreement, the parties agree that such practices, which are not inconsistent with this Agreement, not detrimental to the effective operation of the Department, nor injurious to good order and discipline, shall be continued for the life of this Agreement.

### **Section I - Orientation**

S.P.P.A. will be afforded an opportunity to address new police recruits for a period of one hour for the purpose of informing the recruits of the representational functions of S.P.P.A.

## **ARTICLE 27 – UNIFORM AND EQUIPMENT**

### **Section A - Allowance**

The City shall provide each police officer who has completed not less than one year of continuous service a uniform allowance to assist in defraying the cost

of maintenance and replacement of uniforms and equipment in the amount of \$1000 per annum.

The City will furnish the first complete uniform and necessary equipment to new police officers at no cost to the officer ninety (90) days after date of hire.

With regard to ballistic vests, employees shall bear the initial cost of maintaining and replacing the armor carrier. If an armor carrier requires replacement, the employee may request reimbursement for the replacement costs. Reimbursement shall be granted upon satisfaction of the Chief, or his designee that the carrier needs to be replaced, that the replacement cost is reasonable and necessary and that the employee has not been granted reimbursement during the previous twelve months. The Chief may require the employee to surrender the carrier being replaced. The City shall bear the cost of maintaining and replacing the armor. The City shall develop specifications for the required ballistic vests after consultation with the Union. The City shall attempt to make armor carriers available for purchase by employees at the City's contract price.

#### **Section B – Method of Payment**

1. The uniform and equipment allowance shall be paid in two (2) separate checks of equal amounts; one (1) check issued the second pay in April, and one (1) issued the second pay in October of each year to be used to defray the costs of uniform maintenance.

2. Should a specific uniform change be required by the City, the City shall pay the total cost of the initial purchase of any item necessitated by the change.

3. Equipment or uniform changes recommended by employees represented by the SPPA and which is determined through the labor-management process to be of mutual advantage will be obtained on a cost-sharing basis.

#### **Section C – Firearm Replacement**

The City shall immediately issue a replacement firearm in proper working order to any police officer required to surrender his/her firearm as evidence in an official investigation, except in cases when a police officer is relieved from duty. The replacement firearm shall be of the same caliber as that surrendered.

#### **Section D – Identification Cards**

The City will issue an identification card to each police officer. These cards will be replaced as needed. Upon termination of employment for any reason, final paychecks will be withheld until identification cards, drug

prescription cards, and all other issued equipment has been returned to the Police Division.

### **Section E – Rules and Regulations Procedural Manual**

Each police officer will be issued a rules and regulations procedural manual which is to be maintained in an up-to-date manner which shall include: Interoffice communications which implement additions, deletions or changes in duty functions or policy will be issued to each officer for inclusion in the notebook.

Interoffice communications will be numbered consecutively and dated upon issue.

This manual shall remain the property of the City and shall be turned into the Police Division upon termination of employment for any reason.

### **ARTICLE 28 - HOLIDAYS**

In lieu of the right to absence from duty on holidays listed below, each police officer shall be entitled to ninety-six (96) hours of leave with pay in each calendar year. From January 1 through June 30, employees will be granted up to forty-eight (48) hours off with pay and from July 1 through December 31, employees will be granted forty-eight (48) hours off with pay.

1. New Year's Day
2. Martin Luther King, Jr. Day
3. President's Day
4. Good Friday
5. Law Day
6. Memorial Day
7. Independence Day
8. Labor Day
9. Veterans Day
10. Thanksgiving Day
11. Christmas Day
12. Birthday Holiday

However, such days of absence may not be cumulative beyond any one (1) year and the time of absence from duty shall be designated by the Chief of Police.

The Birthday Holiday should be taken on the employee's birthday, schedules permitting.

Each police officer shall, in addition to listed holidays, be given absence with pay in lieu of any day or partial day granted to other City employees by special proclamation on an unscheduled basis. Employees will be deemed to have accrued holiday leave under this article at the rate of eight (8) hours leave as of the date of each holiday. Upon leaving City employment for any reason, an employee shall be paid for those holiday hours which have accrued during the calendar year for which the employee has not taken leave. An employee who has taken more holiday leave hours than the holiday leave that has been accrued will repay to the City the excess payment.

Employees who are killed while in the performance of their duties shall have payment made to the duly appointed and acting representative of such estate for all unused holiday leave accrued at the time of death. The payment provided for shall be subject to and made in conformity with general laws of the State of Ohio and such payment shall be made forthwith upon compliance with same.

Any employee, following written notification to the Chief, may elect to receive a cash payment in lieu of all or part of his paid annual holiday leave hours for any three (3) consecutive calendar years within the four (4) calendar years immediately prior to service retirement eligibility. Such employees who elect to exercise this provision shall be paid for any remaining unused holidays for which he is entitled at the straight-time rate in effect at the end of the last full pay period of the relevant year. Such payment shall be made in January following the calendar year in which the holidays were unused.

#### **ARTICLE 29 – PERSONAL DAY**

Each employee will be entitled to sixteen (16) hours of personal leave during each year of the contract. The days shall be used in units of not less than two hour increments, shall not be cumulative, and thus not carried over into the next year of the Agreement.

Except for unanticipated emergencies, application in writing for personal leave shall be made in advance, under the same restrictions as vacation scheduling. In cases of emergencies, a shorter time period may be used for such application. If the emergency is such that the application cannot be made in advance, the employee shall notify his/her immediate supervisor at the first opportunity and shall make written application upon the employee's return to work.

## **ARTICLE 30 - VACATION**

### **Section A - Purpose**

The City of Springfield shall provide leave by way of vacation time off for use by the employees of the bargaining unit for rest and relaxation.

### **Section B – Schedule of Earned Vacation**

Employees shall accrue vacation at the following rates per year of service:

Year 1	- 56 hours
During Years 2 through 4	- 96 hours per year
During Years 5 through 9	- 136 hours per year
During Years 10 through 14	- 152 hours per year
During Years 15 through 19	- 176 hours per year
20 Years and after	- 208 hours per year

No employee may take paid vacation until the completion of one year of service.

### **Section C – Vacation Requests**

Each request for vacation use shall be submitted on a standard form provided by the City. At least once a year, employees shall schedule time off so as to provide seven (7) consecutive days off. The request will be reviewed by supervision and approved, or denied promptly manpower permitting. Vacation use will be permitted on an hourly basis. Vacation use will be approved for religious purposes, subject to review as above.

### **Section D – Vacation Accumulation**

Each employee will be permitted to carry over unused vacation hours into the next calendar year up to a maximum of three hundred sixty (360) hours. Vacation carry-over will be determined as of the end of the last full pay period in December.

### **Section E – Conversion of Vacation to Deferred Compensation**

An employee accruing one hundred fifty-two (152) hours or more of vacation per year shall have an annual option to convert up to eighty (80) hours of vacation into deferred compensation at a conversion rate of eighty-percent (80%) provided the employee maintains a vacation balance of one hundred twenty (120) hours after such conversion.

Payment will be based on the straight-time day shift rate in effect at the end of the last full pay period in September. Payment will be made only in full hour increments, at the time of the last full pay period in October.

### **Section F – Unused Vacation**

Each employee who leaves the employment of the City for any reason will receive payment for earned but unused vacation.

In the event of death of an employee, he shall be paid for earned but unused vacation. Such payment shall be made to the estate of the employee in conformity with the general laws of the State of Ohio.

## **ARTICLE 31 - INSURANCE**

### **Section A – Life Insurance**

All employees will be furnished at no cost with Twenty-Five Thousand dollars (\$25,000.00) term life insurance and Twenty-Five Thousand dollars (\$25,000.00) accidental death and dismemberment insurance.

### **Section B – Medical / Hospital Insurance**

1. The City shall make health care benefits coverages available to employees under the City's health care plan, substantially comparable to the plan in effect October 1, 2013, which shall include, at a minimum; the following:

- a. Hospitalization/Surgical Coverage
- b. Diagnostic, X-Ray, and Laboratory Services
- c. Obstetrics Coverage
- d. Prescription Drug Coverage
- e. Hospice and Home Health Care Coverage
- f. Extended Benefits and Lifetime Dependent/Disabled children coverage as defined by the plan
- g. Mental Health/Substance Abuse Services
- h. Major Medical Benefits

All benefit payments, annual deductibles, and out-of-pocket expenses shall be as defined by the City's health care plan. As of July 1, 2014, all employees shall be enrolled in the City's H.S.A. plan. Within 2 weeks of July 1 in each plan year, the City shall contribute to each enrolled employee's H.S.A. account, a sum equal to 75% of the applicable annual deductible.

Proposed changes to the City's Health care plan occurring during the term of this agreement will be presented to the insurance study committee for review and discussion prior to implementation.

## 2. Cost Sharing.

Employees shall pay, by monthly wage withholding, 10% of the total premium for family coverage or single coverage. The employees' contributions shall be paid through a Section 125 plan by which the contributions are treated as pre-tax income.

The parties will annually convene the insurance study committee to explore available options to limit the cost of the health care plan to both parties.

### **Section C – Dental Insurance**

The City shall pay half of the cost for the dental insurance plan, to a maximum of \$30.00 per month, the balance will be paid by wage withholding.

### **Section D – Liability Insurance**

The City will provide vehicle liability insurance with a single limit of Five Hundred Thousand dollars (\$500,000.00) for bodily injury and One Hundred Thousand dollars (\$100,000.00) property damage to cover any employee while he is operating a vehicle within the scope of his employment with the City.

### **Section E – Police Professional Liability Insurance**

The City shall attempt to acquire, at no cost to the employees, a police professional liability insurance policy providing coverage of One Million dollars (\$1,000,000.00) per occurrence. Such coverage shall include protection against civil liability premised on false arrest and civil rights violations under 42 USC 1983 and 1988. If acceptable bids for coverage at the rate of \$1,000,000.00 are unavailable, the City shall re-advertise for the maximum coverage per occurrence available.

## **ARTICLE 32 –DRUG TESTING**

The City may, after consultation with the Union, develop, implement and administer a drug testing program. Such a policy, if implemented, may require testing only in the following circumstances:

- a. Prior to employment;
- b. Upon reasonable cause;

- c. Following an on-the-job accident which occurs in circumstances indicating the possible involvement of drugs or alcohol;
- d. Prior to and after return from duty after failing a drug test;
- e. After completion of rehabilitation treatment;
- f. As otherwise required by law.

Any testing required shall be conducted in a manner to assure a high degree of accuracy and reliability, using techniques and laboratory facilities which have been approved by the United States Department of Health and Human Services or some other laboratory agreeable to the City and the Union. The City's policy will continue to require that all reasonable methods be utilized to protect the dignity and privacy of employees and maintain confidentiality.

There shall be no random testing of employees. The City shall bear the cost of testing required by the City.

### **ARTICLE 33 – AGREEMENT BOOKLET**

The City shall provide two hundred (200) copies of this Agreement at no cost to the SPPA.

### **ARTICLE 34 – STRIKES AND LOCK-OUTS**

During the term of this Agreement there shall be no strikes or lock-outs.

### **ARTICLE 35 – DISCIPLINARY PROCEDURE**

#### **Section A - Discipline**

Employees shall be subject to discipline only for just cause. Counseling of an employee as to ways to perform more effectively is not disciplinary or punitive in nature.

The City shall use reasonable effort to complete the investigation of disciplinary matters as expeditiously as practicable consistent with the requirements of a full and adequate investigation and other manpower considerations.

## **Section B - Reprimands**

Prior to the issuance of a reprimand, either verbal or written, the employee, upon request, shall be granted a meeting with his supervisor to discuss the contemplated reprimand. At the meeting, the employee shall be entitled to representation by a union representative.

An employee aggrieved by the issuance of a written reprimand may request the expungement of such reprimand through the grievance process. If the employee prevails through the grievance process, the written reprimand shall be removed from the employee's personnel file within five (5) days of receipt of such notice.

## **Section C - Complaints**

Employees shall be notified of the submission of a complaint relating to their job performance made by citizens as soon as practicable after the complaint is received (or is removed from unit level investigation), unless the complaint indicates an ongoing course of conduct, notification of which would frustrate further investigation (notice shall not be required if the subject of the complaint concerns criminal activity by the employee).

When the Chief has determined a complaint to be unfounded, he shall give notice of such determination to the subject employee. Such notification shall be made within five (5) working days of the Chief's determination.

Investigative records of such complaints shall be maintained in a file separate from the employee's personnel file. Only such complaints as are determined to be factual shall be placed in the employee's personnel file.

Unfounded or coerced complaints shall not be used against the employee in any manner.

## **Section D – Suspension, Demotion and Discharge**

1. Employees shall be subject to suspension, demotion or discharge only after notice and hearing.

2. Chief's Conference. Prior to the making of a recommendation to the City Manager that an employee be suspended, demoted or discharged the Chief of Police shall inform the employee involved that he contemplates such a recommendation.

The Chief shall then summon the employee to a conference to discuss with the employee any investigation which has been or is being conducted, and the charges being considered. The Chief shall afford the employee an

opportunity to respond and may require the employee to respond to his inquiries in accordance with Section F of this article.

The employee may be accompanied by a union representative and by legal counsel, at his own expense. Counsel, if present, may advise the employee of his legal rights, but shall not otherwise participate in the conference, except to the extent permitted by the Chief.

3. Notice. Where suspension, demotion or discharge are contemplated by the City, the employee shall be given written notice of the offense with which he is charged. The notice shall specify the time, date and place of the hearing described in paragraph 2 below.

Upon written request, the employee shall be provided the opportunity to inspect and copy all documents, including statements of witnesses, which bear upon the charge made against him. Such inspection shall be provided at least three (3) working days prior to the hearing.

4. Hearing. Within ten (10) working days of the issuance of notice to an employee of charges contemplating suspension, demotion, or discharge, a hearing shall be conducted by the City Manager. Witnesses may be called by either the City or the employee and shall testify upon oath or affirmation. The employee may be represented by counsel of his choice, at no expense to the City.

Within ten (10) calendar days of the close of such hearing, the City Manager shall issue a written decision which shall state his factual conclusions, the basis for such conclusions, and the penalty to be imposed.

5. Appeal. A non-probationary employee aggrieved by the decision of the City Manager with regard to suspension, demotion or discharge may seek redress through the grievance procedure. In such circumstance, the employee shall initiate the grievance procedure at Step 5, Arbitration.

In such a case, the SPPA shall deliver written notice of its intent to arbitrate to the Personnel Director within seven calendar days of the grievant's receipt of the decision of the City Manager. Such notice shall contain the contractual provision which the SPPA claims was violated and a statement of the relief requested.

At his option, a non-probationary employee may elect to forego the grievance arbitration process, and may appeal a penalty of suspension of more than three (3) days, demotion, or discharge through the Civil Service Commission as otherwise provided by law. However, no employee shall be entitled to duplicate redress upon the same incident.

If proceedings are initiated by the employee through the Civil Service Commission, the initiation of such a proceeding divests the arbitrator of jurisdiction to consider or determine the appeal of the disciplinary penalty.

Probationary employees, as that term is defined in Ohio Revised Code Section 124.27, shall not have access to either the grievance procedure in this agreement or the Civil Service Commission appeal process with regard to decisions involving disciplinary matters during the probationary period. The City retains its right to discipline or remove probationary employees during the probationary period in accordance with Section 124.27 notwithstanding any provision of this Agreement.

### **Section E - Confidentiality**

Disciplinary matters and hearings as described herein shall be conducted in a confidential manner, insofar as is legally permissible. Only upon final determination by the City Manager shall the charge and the disposition of the charge be made public. Statements that an investigation is underway are not precluded by the provisions of this Section.

### **Section F – Criminal Charges**

Where the basis of disciplinary action involving suspension, demotion, or discharge constitute the commission of a criminal offense, and the City intends to pursue a criminal prosecution, the employee shall be advised that a criminal charge could be forthcoming as a result of his alleged conduct. No waiver of constitutional rights or privileges shall be required in order to maintain employment. No employee will be disciplined for properly asserting his Constitutional Rights.

### **Section G – Relief From Duty**

Nothing in this Article shall be construed as to limit the authority of the City acting through the officer in charge to relieve from duty any employee who reports to work in a condition wherein the employee is unable to perform the work required. If the circumstances indicate that such employee is qualified for sick leave use, such employee shall immediately be placed on sick leave. If the circumstances indicate that such employee is not eligible for the use of sick leave, he shall be relieved of duty without pay, until the condition preventing his performance of duty ceases. Upon request of the employee, a shift representative shall be present during the conference between the employee and officer in charge.

## **Section H – Polygraph Examination**

The City shall not require employees to submit to a polygraph examination.

## **Section I – Provisional Suspension**

When the Chief has reasonable cause to believe that an employee is involved in conduct which is punishable as a felony under the Ohio Revised Code, the employee is subject to immediate provisional suspension without pay pending the outcome of the hearing described above. In the event that the employee is exonerated, he shall be granted all back pay, seniority, and other benefits as though no suspension had been invoked. If, as a result of such charges, the employee is subject to suspension, the time spent on provisional suspension shall be credited against the period of suspension ordered by the City Manager. Nothing contained in this provision shall limit the City's right to provisionally suspend with pay, reassign, or relieve an employee of police related duties pending the outcome of a hearing as described above, for circumstances of a complaint or alleged violation that indicate a threat to other officers or the community, or where the charge indicates that conduct other than felonious conduct may be involved.

## **ARTICLE 36 – PERSONNEL RECORDS**

Employees shall be given copies of any documents placed in their divisional personnel file when such documents are placed in such file. Personnel records for each employee shall be maintained by the Police Division. These records shall be confidential, and shall be employed for interdepartmental use only, insofar as is legally permitted.

Each employee shall be given the right to inspect his personnel file at reasonable times and upon reasonable advance notice given to the Chief or his designee. The employee may make objection to materials in his personnel file which he believes to be untrue. Such written objection shall be made a part of the personnel file.

Verbal reprimands shall not be noted in the employee's personnel file. Notes or records of verbal reprimands shall be maintained by supervisors on the unit level, and may be used in disciplinary matters subject to the one (1) year limitation below.

Records of a written reprimand involving offenses or conduct outside the scope of possible criminal conduct shall be removed from the employee's personnel file after one (1) year, upon written request of the employee, provided that there has been no subsequent reprimand of the employee of a similar nature

during this one (1) year period. Written reprimands removed under this Section shall not be considered in subsequent disciplinary matters. Due to the requirements of the Public Records Act, records of written reprimands scheduled to be removed will not be destroyed, but will be segregated in a file separate from the personnel file.

Records of suspensions, demotions, or discharge shall become a permanent part of the personnel file.

Efficiency reports will be conducted semi-annually. At least one (1) month prior to the issuance of the written efficiency report, each employee shall have a conference with his immediate supervisor for the purpose of discussion of the efficiency report. The supervisor should discuss with the employee his particular strengths and weaknesses, and suggested areas of improvement.

The efficiency reports shall be utilized for the purposes of promotion to higher rank, and for advancement to the next higher pay grade. The employee shall sign the written efficiency report, indicating his receipt of an exact copy of the completed efficiency report. An employee who alleges that his efficiency report was unfairly prepared may resort to the grievance procedure.

Employee records maintained in the Personnel Department shall be available upon reasonable notice for employee inspection. Most of such records are in such form as to provide the employee with a copy when the document is completed. Employees requesting copies of any documents not prepared in such form shall be given a copy at no cost at the time when the document is placed in the file. Employees requesting copies of any documents, copies of which they have not already received, may receive one such copy at no cost. Additional copies shall be provided to the employee at the same rate as the City may charge, from time to time, of other employees for copies of City documents.

Copies of any commendations will be a permanent part of the file and the employee shall be given a copy of the same.

Non-abusive use of sick time shall not be used in the computation of an employee's efficiency score.

### **ARTICLE 37 – POLITICAL ACTIVITIES**

Employees shall refrain from engaging in political activity while on duty, or while acting in an official capacity. Political activities by employees in the Police Division may be governed by the City Charter and State or Federal law.

Employees shall exercise their right to vote prior to or following their tour of duty. The City will not schedule an employee in such a manner as to deny him

access to the polls. If an employee is unable to vote during his non-working hours, due to circumstances beyond his control, such employee shall be granted reasonable time off with pay, upon request, to exercise his right to vote.

### **ARTICLE 38 – TUITION REIMBURSEMENT**

Employees may participate in the City's Tuition Reimbursement Policy on the same terms and conditions as are available to other City employees generally. The parties acknowledge that funding and reimbursement levels are subject to the City's discretion.

### **ARTICLE 39 – WAIVER AND SEVERABILITY**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all the terms and conditions upon which agreements were reached are contained herein.

If any provision of this Agreement should be declared invalid by any Court of law, or conflict with any existing or subsequently enacted State or Federal legislation, the parties shall meet within thirty (30) days of a request by either party to determine the extent, if any, to which changes must be made to reflect the invalidation of or conflict with such provision. Only those provisions that are declared invalid will be discussed. The parties hereto shall strive to incorporate the intent of the parties into a valid substitute provision. The provisions not declared invalid shall remain in full force and effect for the entire term of this Agreement.

Any City ordinance which is in effect at the time of this Agreement which is in conflict with any provision of this Agreement is repealed by virtue of the incorporation of this Agreement into an ordinance enacted by the City Commission of The City of Springfield, Ohio.

### **ARTICLE 40 - SAVINGS CLAUSE**

#### **Section A**

In the event any City, Federal or State law conflicts with any of the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. In the event such conflict is found to exist, either party may request a meeting of the parties within thirty (30)

days to determine what action should be taken as a result of the conflict with law; the negotiations shall begin immediately.

### **Section B**

Changes, alterations or amendments to the terms and conditions of this Agreement shall only be made by mutual consent of the parties. It is understood that either party to this Agreement desiring to alter, amend or modify any term or condition of this Agreement shall submit written notice of such intent to the other party.

### **Section C**

Such notice shall specifically state the terms and conditions to be discussed and the suggested change or modification requested. Agreement by either party to discuss such matters shall not be considered as a reopening of this Agreement. The provisions of Section C of the Savings Clause are not subject to Article 19 (Grievance Procedure) of this Agreement.

## **ARTICLE 41 - TERM**

This Agreement shall become effective as of January 1, 2014. This Agreement shall remain in full force and effect through December 31, 2016.

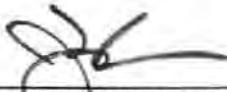
In the period beginning one hundred twenty (120) days prior to the expiration of this Agreement and ending ninety (90) days prior to the expiration of this Agreement, either party may notify the other of its intent to negotiate a successor Agreement. Such notice shall be written and shall be delivered either to the City Manager or the President of SPPA. Each party shall engage in good faith efforts to reach a negotiated settlement of a successor Agreement. Should an impasse result during the negotiation of a successor Agreement, the provisions of Chapter 4117 of the Ohio Revised Code, as is then currently in effect, shall be implemented to resolve such impasse.

**IN WITNESS WHEREOF**, the City of Springfield, Ohio, a municipal corporation, and the Springfield Police Patrolmen's Association, an unincorporated association, through their authorized agents, have hereunto set their hands this 10th day of December, 2013.

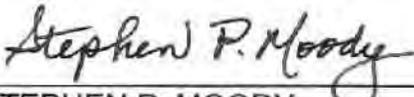
SPRINGFIELD POLICE PATROLMEN'S ASSOCIATION

THE CITY OF SPRINGFIELD, OHIO

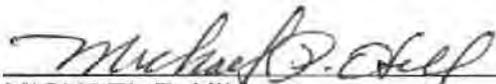
  
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ANDREW A. SCOTT, PRESIDENT

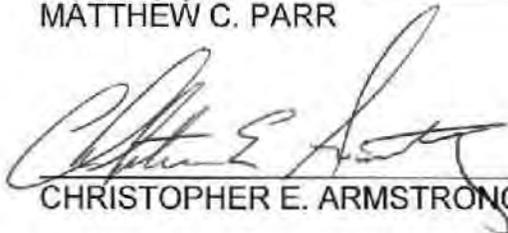
  
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JAMES A. BODENMILLER  
CITY MANAGER

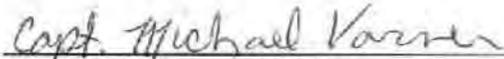
  
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PAUL J. KAVANAGH  
COUNSEL FOR SPPA

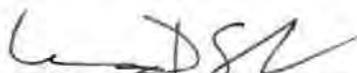
  
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STEPHEN P. MOODY  
CHIEF OF POLICE

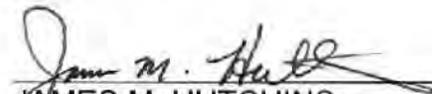
  
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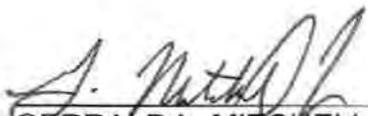
  
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MICHAEL P. HILL  
POLICE CAPTAIN

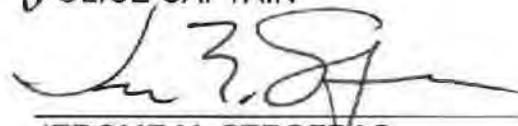
  
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CHRISTOPHER E. ARMSTRONG

  
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MICHAEL T. VARNER  
POLICE CAPTAIN

  
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WILLIAM D. SPEAKMAN

  
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JAMES M. HUTCHINS  
POLICE CAPTAIN

  
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GERRALD L. MITCHELL, JR.

  
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JEROME M. STROZDAS  
LAW DIRECTOR

  
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JEFFREY G. RODGERS  
PERSONNEL DIRECTOR

## SPPA PAYRATES

SCHEDULE A  
EFFECTIVE JANUARY 1, 2014

CLASS TITLE	GRADE/STEP	1/1/2014 RATE	BIWEEKLY RATE	ANNUAL RATE
POLICE OFFICER	1P 7 new hire	19.37	1,549.60	40,289.60
	1P 1	20.16	1,612.80	41,932.80
	1P 2	22.30	1,784.00	46,384.00
	1P 3	23.12	1,849.60	48,089.60
	1P 4	23.92	1,913.60	49,753.60
	1P 5	25.32	2,025.60	52,665.60
	1P 6	26.33	2,106.40	54,766.40

## EFFECTIVE JULY 1, 2014

CLASS TITLE	GRADE/STEP	7/1/2014 RATE	BIWEEKLY RATE	ANNUAL RATE
POLICE OFFICER	1P 7 new hire	19.76	1,580.80	41,100.80
	1P 1	20.56	1,644.80	42,764.80
	1P 2	22.75	1,820.00	47,320.00
	1P 3	23.58	1,886.40	49,046.40
	1P 4	24.40	1,952.00	50,752.00
	1P 5	25.83	2,066.40	53,726.40
	1P 6	26.86	2,148.80	55,868.80

2.00%

## EFFECTIVE JULY 1, 2015

CLASS TITLE	GRADE/STEP	7/1/2015 RATE	BIWEEKLY RATE	ANNUAL RATE
POLICE OFFICER	1P 7 new hire	20.16	1,612.80	41,932.80
	1P 1	20.97	1,677.60	43,617.60
	1P 2	23.21	1,856.80	48,276.80
	1P 3	24.05	1,924.00	50,024.00
	1P 4	24.89	1,991.20	51,771.20
	1P 5	26.35	2,108.00	54,808.00
	1P 6	27.40	2,192.00	56,992.00

2.00%

## EFFECTIVE JULY 1, 2016

CLASS TITLE	GRADE/STEP	7/1/2016 RATE	BIWEEKLY RATE	ANNUAL RATE
POLICE OFFICER	1P 7 new hire	20.56	1,644.80	42,764.80
	1P 1	21.39	1,711.20	44,491.20
	1P 2	23.67	1,893.60	49,233.60
	1P 3	24.53	1,962.40	51,022.40
	1P 4	25.39	2,031.20	52,811.20
	1P 5	26.88	2,150.40	55,910.40
	1P 6	27.95	2,236.00	58,136.00

2.00%