14-MED-03-0349 THRU
14-MED-03-0352
1538-01, 1538-02, 1538-03
K31023
07/09/2014

AN AGREEMENT

BETWEEN

SPRINGFIELD TOWNSHIP

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
SERGEANTS and LIEUTENANTS
PART-TIME and FULL TIME PATROL OFFICERS

Effective: June 1, 2014

Expires: May 30, 2017

TABLE OF CONTENTS

ARTICLE	SUBJECT MATTER	PAGE
1	PREAMBLE	1
2	PURPOSE AND INTENT	1
3	UNION RECOGNITION	1
4	DUES DEDUCTION	2
5	AGENCY SHOP	2
6	MANAGEMENT RIGHTS	2
7	NO STRIKE/NO LOCKOUT	3
8	NON-DISCRIMINATION	4
9	PROBATIONARY PERIOD	4
10	SENIORITY	5
11	PERSONNEL FILES	5
12	OPBA ACTIVITY	6
13	EMPLOYEE RIGHTS	7
14	DISCIPLINE	7
15	GRIEVANCE PROCEDURE	9
16	ARBITRATION PROCEDURE	10
17	LAYOFF AND RECALL.	11
18	VACANCY, PROMOTIONS AND TRANSFER	12
19	LABOR MANAGEMENT COMMITTEE	12
20	HEALTH AND SAFETY	13
21	HOURS OF WORK	13
22	OVERTIME/COMPENSATORY TIME	14
23	COURT TIME	14
24	CALL-IN-PAY	15
25	HOLIDAYS	15
26	VACATIONS	15
27	SICK LEAVE	16
28	SICK LEAVE BONUS	18
29	INJURY LEAVE	18
30	PERSONAL LEAVE	19
31	LEAVE OF ABSENCE	19
32	UNIFORM ALLOWANCE	19
33	WAGES	20
34	PENSION PICKUP	21
35	INSURANCE	21

ARTICLE	SUBJECT MATTER	PAGE
36	FUNERAL LEAVE	22
37	GENDER AND PLURAL	22
38	HEADINGS	22
39	OBLIGATION TO NEGOTIATE	22
40	CONFORMITY TO LAW	22
41	WAIVER IN CASE OF EMERGENCY	23
42	SUBSTANCE TESTING	23
43	TAKE HOME VEHICLE	25
44	SAVINGS CLAUSE	25
45	CANINE UNIT	26
46	DURATION OF AGREEMENT	27
47	SAFE DRIVING BONUS	28
	EXECUTION/SIGNATURE PAGE	28

ARTICLE 1 PREAMBLE

This Agreement is entered into by the Springfield Township Trustees, hereinafter referred to as the "Employer", and The Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA".

ARTICLE 2 PURPOSE AND INTENT

In an effort to continue harmonious and cooperative relationships with employees and to insure efficient and uninterrupted operations, the Employer enters this agreement which will have for its purposes, among others, the following: to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in determining the terms and conditions of employment; 2) to promote fair and reasonable working conditions; 3) to promote individual efficiency and service to Springfield Township; 4) avoid interruption or interference with the operation of Employer's business; 5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 UNION RECOGNITION

Section 1. The Employer recognizes the OPBA as the sole and exclusive bargaining representative for those employees in the Bargaining Units listed in Section 2, The terms "Bargaining Unit(s)" shall be deemed to include those employees employed in a classification listed as appropriate to a bargaining unit as certified by the State Employment Relations Board in Case No, 89-REP-08-0186; and 89-REP-08-0187, respectfully, on January 11, 1990, which certification orders were filed and served upon each party hereto on January 1, 1990, The parties recognize and agree that this Agreement constitutes a "multiple unit agreement," and unless delineated specifically by clause, all provisions of Agreement apply equally to all units.

Section 2. The term "bargaining unit" shall be defined as the following:

Bargaining Unit A: All Sergeants and Lieutenants
Case No. 89-REP-08-0187

Bargaining Unit B: All part-time and full-time Patrol Officers
Case No. 89-REP-08-0186

Section 3. All positions and classifications not specifically established as being included in the aforementioned bargaining units shall be excluded including the positions of Chief of Police and Executive Officer.

Section 4. The Employer shall furnish the OPBA with a list of all employees in the classifications covered by the Agreement, indicating the employee's starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of any new employees hired into the bargaining units.

ARTICLE 4 DUES DEDUCTION

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues form the wages of those employees who have voluntarily signed dues deduction authorization forms requesting said deductions. No new authorization forms will be required from any employees in the bargaining unit for whom the Employer is currently deducting dues.

Section 2. The initiation fees, dues or assessments shall be deducted in the amounts established by the OPBA from time to time in accordance with its Constitution and By-laws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

Section 3. The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from those employees authorizing dues deductions shall be tendered to the Treasurer of the OPBA within thirty (30) days after deductions are made.

ARTICLE 5 AGENCY SHOP

Section 1. All members of the bargaining units covered by Agreement, shall either: 1) maintain their membership in the OPBA; 2) become members of the OPBA; or 3) pay a service fee to the OPBA in an amount equivalent to the annual dues for membership in the OPBA, all in accordance Ohio Revised Code 4117.09.

Section 2. In the event that a service fee is to be charged to a member of the bargaining units, the Employer shall deduct such fee in the same manner as dues are deducted in Article 4, Dues Deductions, of this Agreement.

Section 3. The OPBA will hold the Employer harmless for any deductions made from employees' pay checks for the purpose of paying dues, initiation fees, or service fees.

ARTICLE 6 MANAGEMENT RIGHTS

Section 1. The OPBA recognizes those rights that are established as management rights enumerated as follows:

1. 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 service, overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations'

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

5. Suspend, discipline, demote or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the Employer as a unit government;

8. Effectively manage the work force;

9. Take action to carry out the mission of public employer as a governmental unit; and

10. Promulgate and enforce reasonable work rules.

Section 2. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit as they affect wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of any existing provision of a Collective Bargaining Agreement. A public employee or exclusive representative may raise a ligament complaint or file a grievance based on the Collective Bargaining Agreement.

ARTICLE 7 NO STRIKE/NO LOCKOUT

Section 1. The Employer and the OPBA agree that the grievance procedures provided herein provide a fair and final resolution of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes.

Section 2. Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick-leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Section may be grounds for discipline. The OPBA shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Section, provided that the OPBA meets all of its obligations under this Article.

Section 3. The OPBA shall, at all times, cooperate with the Employer continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event a violation of "no-strike" clause, the OPBA shall promptly notify its employees in a

reasonable manner that the strike, work stoppage or slowdown, or other violation of this is agreement is unlawful and not sanctioned or approved by the OPBA. The OPBA shall advise the employees to return to work immediately.

Section 4. The Employer shall not lockout any employees for the duration of this Agreement.

ARTICLE 8 NON-DISCRIMINATION

Section 1. The Employer and OPBA agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin: age, sex, or disability.

Section 2. The OPBA expressly agrees that membership in the OPBA is at the option of the employee and it will not discriminate with respect to representation between members and nonmembers.

ARTICLE 9 `PROBATIONARY PERIOD

Section 1. Every new full-time employee will be required to successfully complete a probationary period. The probationary period for new full-time employees shall begin on the first (1st) day for which the employee receives compensation from the Employer, and continues for a period of three hundred sixty-five (365) calendar days. A part-time employee, as a full-time employee shall have his probationary period reduced one (1) month for each year of credited full-time service as defined in Article 10, Seniority, to a maximum of six (6) months credit. A newly hired, probationary full-time employee may be terminated during the probationary period and shall have no right to appeal or grieve such removal *but shall have the right to return to part time status*.

Section 2. A newly promoted full-time employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted full-time employee shall begin on the effective date of the promotion and continue for a period of one hundred twenty (120) calendar days. A newly promoted full-time employee who evidences unsatisfactory performance shall be returned to his former position any time during his probationary period without appeal.

Section 3. officer promoted to part-time will be required to successfully complete a probationary period in newly appointed position, period will be three hundred sixty-five (365) consecutive calendar days from the date of promotion. A newly promoted part-time employee who evidences unsatisfactory performance shall be returned to their former position at anytime during their probationary period without appeal over such removal.

ARTICLE 10 SENIORITY

Section 1. Seniority is defined as the length of time an employee has been continuously employed by the Township, using the calculations for Township service time that is utilized by

the Public Employees Retirement System (PERS). An employee shall have no seniority during his probationary period, but upon the successful completion of the probationary period, seniority shall be retroactive to the employee's date of hire.

Section 2. A part-time employee, who is hired to a full-time position, shall have his part-time service computed full-time service using same calculations of service time that is used by the Public Employees Retirement System. This calculated time shall be added to the employee's seniority in accordance with Section 1 above.

Section 3. An employee shall automatically lose all his seniority when one or more of the following occur:

1. The employee resigns, quits, or retires;
2. He is terminated for just cause;
3. He is laid off for a period of time exceeding twenty-four (24) months; or,
4. He fails to report to work within ten (10) working days upon receipt of a recall notice sent by the Employer.

Section 4. In all matters wherein the Employer shall give consideration and evaluate two (2) or more employees within a particular classification on a comparative basis, such as, but limited to, job vacancies, vacation selection, and holiday leave as described in this Agreement, said selection shall be awarded on the basis of seniority, all other factors in the evaluation process be considered equal.

ARTICLE 11 PERSONNEL FILES

Section 1. It is recognized by the parties that the Employer is required to establish regulations for the custody, use, and preservation of the records, papers, books, documents and property pertaining to the Employer or its employees. All employees shall have the right to review their own individual personnel files. Employees shall have access to their individual personnel file in the following manner:

1. Requests for review must be made in writing, and approval from the Employer or his designee must be obtained. Approval shall not be unreasonably denied.

2. All reviews shall be conducted on the premises of the Employer.

3. All reviews shall be conducted during the Employer's normal business hours.

4. An employee may provide written authorization for an individual, other than said employee, to be granted permission to review employee's file in accordance with this Article.

5. Any non-employee of the Employer, reviewing a personnel file must sign the jacket of the file giving the individual's name, date, and time of review, and duration of review.

6. Requests for copies documents in personnel files will be made according to Employer's

practice of copying documents.

Section 2. Employee personnel files shall include, but may not be limited to individual employment data, payroll information, work time schedules, records of additions or deductions paid, application forms, records pertaining to hiring, promotion, demotion, layoff, and termination.

Section 3. Unless otherwise provided by law, personnel files and information shall be confidential and may not be used or divulged for purposes not connected the Springfield Township Police Department, except with the written consent of the employee affected.

Section 4. If a bargaining unit member has reason to believe there are inaccuracies in documents contained in the personnel file, the employee may write a memorandum or letter explaining his position, and have the letter or memo attached to the documents in question.

Section 5. Nothing herein shall prevent the dissemination of impersonal statistical information.

ARTICLE 12 OPBA ACITIVITY

Section 1. The Employer shall recognize one (1) employee, designated by the OPBA, from each of the two (2) recognized bargaining units and one (1) non-employee representative of the OPBA.

Section 2. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum time lost from work by representatives of the OPBA. Therefore, before leaving an assignment pursuant to this Article, the representative must obtain approval from the Officer-in-Charge.

Section 3. The investigation and writing of grievances shall be on non-work time (e.g., scheduled breaks, lunch periods, etc.). If grievance hearings or Employer scheduled meetings are conducted during an employee's regular work hours, the employee shall not suffer any loss of pay while attending the hearing in the capacity of an OPBA representative.

Section 4. No employee shall be recognized by the Employer as an OPBA representative until the OPBA has presented the Employer with the information requested in Section 1 above.

Section 5. During future negotiations, meetings will be scheduled so that only one (1) employee is on paid status.

ARTICLE 13 EMPLOYEE RIGHTS

Section 1. An employee has the right to the presence and advice of an OPBA representative and/or an attorney at all disciplinary hearings and/or disciplinary interrogations.

Section 2. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

Section 3. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that refusal to answer such questions or participate in such investigation will be basis of such a charge.

Section 4. Questioning or interviews of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift unless operational necessities require otherwise. Interrogation sessions shall for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, the employee may record such interrogation if he has a recording device available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer's expense.

Section 5. An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at the time, a witness and not under investigation, he shall be so advised.

Section. 6. With respect to investigations that may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters, which are under investigation and the charges that are being considered. If, during the course of an investigation this is determined, the formal written notice will be prepared and delivered to the employee.

Section 7. In the course of an internal affairs investigation, a polygraph examination will he administered only with the consent of the employee under investigation. If, in the course of an internal investigation, the employee has been given a polygraph examination, such examination shall not be used in any subsequent court action.

Section 8. All complaints by which may lead to discipline of all employee, shall be in writing and signed the complainant. The Employer shall furnish a copy to the employee whom the complaint has been filed against when such employee is notified of the investigation.

ARTICLE 14 DISCIPLINE

Section 1. Employees shall not be disciplined except for just cause.

Section 2.

A) Discipline will be applied in a corrective, progressive and uniform manner.

B) Progressive discipline shall take into account the nature of the violation, and the employee's record of discipline as established by Section 6 of this Article.

C) Whenever the Employer, and/or his designee determines there may be cause for an employee to be disciplined, a pre-disciplinary conference will be scheduled to give the employee that opportunity to offer an explanation of the alleged misconduct. The pre-disciplinary conference shall be conducted in accordance with rules 1-3 below. The affected employee(s) may elect to have a representative of the OPBA present at any such pre-disciplinary conferences.

1. The employee shall be provided with a written notice advising him of the charges and specifications of the charges against him. In addition, the notice shall list the date, time and location of the hearing. Such notice shall be given to the employee representative of his choice at least five (5) days before the hearing. The employee shall be allowed representation of his choice, the cost of which will be borne by the employee. Time limit may be waived by mutual consent of the parties.

2. Any hearing which may result in suspension or discharge, shall be conducted before a neutral party. The employee may offer verbal or written statements from other persons pertaining to the charges during the hearing.

3. Within five (5) calendar days after the hearing, the neutral shall provide the employee and the Employer with a written statement affirming or dismissing the charges based on the strength of the evidence given at the hearing by the employee and the supervisor. The document will also give reasons for the decision.

D) The charges filed must include the following:

1. The specific violation;
2. The date and time of the alleged violation;
3. Place where the violation occurred; and,
4. A complete narrative concerning the alleged violation.

Section 3. Following the conference, any employee receiving discipline may invoke the grievance procedure within five (5) working days after receipt of the written decision. In situations involving suspension or dismissal, the employee may invoke grievance procedure at Step 2, Police Chief.

Section 4. Prior to the scheduled time of the conference, the employee may waive his right to such a conference by signing a "Waiver of Pre-Disciplinary Conference" form.

Section5. All disciplinary procedures shall be carried out in a private and in a businesslike Manner.

Section 6. Records of disciplinary action cease to have force and effect or be considered in future discipline matters -and shall be removed as permitted by State law in accordance with the minimum requirements of the Records Retention Act under the following time frames:

Oral and written reprimands	6 months
Suspensions of less than 3 days	12 months
Suspensions of 3 days or more	24 months

ARTICLE 15 GRIEVANCE PROCEDURE

Section 1. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except in Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2. Terms used in the grievance procedure are defined as follows:

A) Grievance- A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the provisions of this Agreement.

B) Grievant -The "grievant" shall be defined as an employee, or group of employees within the bargaining unit(s), or the OPBA.

C) Party in Interest – A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.

D) Day – A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this agreement.

Section 3. The following Procedures shall apply to the administration of all grievances filed under this procedure.

A) Except at Step 1, all grievances shall include the name and position of the grievant(s), the identity of the provisions of this agreement involved in the grievance, the time and place where the alleged events or conditions given rise to the grievance took place, if known to the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant.

B) Except at Step 1, all decisions shall be in writing. Each decision shall be delivered to the grievant and his representative, if any.

C) Grievances affecting a group of employees working in different locations, with different supervisors involving an employer-wide controversy, or affecting the entire unit, it may be submitted at Step 2.

D) Nothing contained herein limits the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not

inconsistent with the terms of this Agreement. Grievances adjusted without formal determination in accordance with this procedure shall be binding upon the grievant and shall, in all respects, be final. Such adjustment shall not be used as a precedent to bind the Employer in future proceedings.

E) The grievant may be accompanied by any representative he chooses at any step of the grievance procedure after Step 1.

F) This Grievance Procedure shall not be deemed to require any employee to pursue the remedies provided and shall not impair or limit the right of any employee to pursue other remedies available under law.

G) The time limits provided herein will be strictly enforced and any grievance not initially filed or appealed within the specific time limits will be deemed waived and void. If the Employer fails to reply within the specified time limits, the grievance shall be automatically advanced to the next step within the procedure. The time limits specified for either party may be extended only by written mutual agreement.

H) This procedure shall not be used for the purpose of adding to, subtracting from, or altering any provisions of this Agreement.

Section 4: Grievances shall be administered in accordance with following steps:

Step 1: An employee who believes he may have a grievance shall notify his immediate supervisor within five (5) days of the events giving rise to the grievance. The supervisor will schedule an meeting with the employee and an OPBA representative, if requested by employee, Within (5) days after the notice is delivered to the employee the grievance will be discussed with the objective of resolving the matter informally.

Step 2: Chief of Police: If the grievant is not satisfied with the decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Chief of Police within five (5) days after receiving the decision at Step 1. The Chief or his designee shall convene a hearing within ten (10) days after receipt of the appeal. The hearing will held with the grievant, his OPBA representative, and any other party necessary to provide the required information for rendering a proper decision. The chief or his designee shall issue a written decision to the employee and his OPBA representative within fifteen (15) days after the date of the hearing. If the Step 2 is unsatisfactory, the grievant may proceed to arbitration under the Arbitration Procedure.

ARTICLE 16 ARBITRATION PROCEDURE

Section 1. If the Step 2 decision is unsatisfactory, the grievant may submit the grievance to arbitration within ten (10) days after receiving the Step 2 decision. The parties will meet and attempt to mutually agree upon an arbitrator. If agreement is not reached, the parties will promptly request the American Arbitration Association to submit a panel of arbitrators and will choose one by the alternate strike method. The moving party shall strike first.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that is contrary to law or violates any of the terms and conditions of this Agreement.

Section 3. The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

Section 4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be bore by the party losing the grievance. All other expenses shall be bore by the party incurring them. Neither party shall be responsible for any the expenses incurred by the other party.

Section 5. Any employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular rate of pay for all hours during which attendance is required. Requests made for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

Section 6:. The arbitrator shall hold the hearing promptly and issue the decision within such time as may agreed upon. The decision shall be in writing, final binding and a copy sent to all parties present at the hearing. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to or to submit observations or declarations of which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving the Employer's discretion, nor limit or interfere in any way the powers, and responsibilities of the Employer under its policies, applicable to law and rules and regulations having force and effect of law.

ARTICLE 17 LAYOFF AND RECALL

Section 1. When the Employer determines that a layoff is necessary due to lack of work or lack of funds, the Employer shall notify the effected employee(s) at least seven (7) days in advance of the effective date of layoff. The Employer, upon request from the OPBA, agrees to discuss, with representatives of the OPBA, the impact of the layoff on bargaining unit employees.

Section 2. Layoffs shall be made in order seniority, with the most junior employee to be laid off first, up to the number employees to be laid off. It is further understood that before any full-time employees are to be laid off, all part-time and reserve employees must first be eliminated by seniority.

Section 3. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Section 4. Notice of recall shall be sent to the employee(s) by registered mail with a copy to the OPBA. The Employer shall have been deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address of the employee.

Section 5. The recalled employee shall have ten calendar days following the date of the receipt of the recall notice to notify the Employer of employee's intention to return to work,

Section 6. If during the life of this Agreement, the Employer desires to abolish the services of the Police Department, it shall notify the Union prior to implementing any decisions for the purposes of the effects and any alternatives.

ARTICLE 18 VACANCY. PROMOTIONS, AND TRANSFER

Section 1. The parties agree that all appointments to positions covered by this Agreement, other than the original appointments, shall be filled in accordance with this Article.

Section 2. Whenever the Employer creates a new position, or determines that a permanent vacancy exists, a notice of such position or vacancy shall be posted on the employee's bulletin board for fourteen (14) calendar days. During the posting period, members of the bargaining unit(s) wishing to apply for the new or vacant position shall do so by submitting a written application to the Employer. If at the end of the posting period no employee(s) from the bargaining have submitted an application for the new or vacant position, the Employer then shall post and accept written applications from anyone wishing to apply for the new or vacant position. The Employer shall not be obligated to consider any applications submitted after the posting date or who do not meet the minimum qualifications for the job.

Section 3. Promotions will be made by the Chief on the basis of the applicants' knowledge, skill, documentation in the employee's personnel file, education, and interest in the position. The Chief will also consider evaluations of the applicants' ability by current full-time officers. When the qualifications of two (2) or more candidates are judged to be equal, the promotion will be awarded on the basis of seniority.

Section 4. Nothing in this Article shall be construed to limit or prevent the Employer form temporarily filing a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Such vacancies may only be filled on a temporary basis for a period not to exceed ninety (90) days. The parties may mutually agree to extend this time period.

Section 5. All timely filed applications shall be reviewed considering the following criteria: qualifications, experience, abilities, education, work record, previous job performance, disciplinary record, and physical and mental capabilities. In making the selection from the qualified applications, the Employer shall give preference to current employees in the selection process, using the above-mentioned criteria.

Section 6. Once the selection has been made, the Employer will notify all applicants of the selection.

Section 7. Preservation of rank. The Springfield Township Police Department will maintain at a minimum the following supervisory positions: one (1) Lieutenant, and one (1) Sergeant. If a supervisory position becomes vacant the Employer is allotted up to ninety days to fill such position.

ARTICLE 19 LABOR/MANAGEMENT COMMITTEE

Section 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each calendar quarter, the Employer or his designee, shall meet with not more than three (3) representatives of the bargaining units to discuss issues of mutual interest. The dates and time of the meetings shall be determined in advance. An employee representative who attends said labor/management meeting, while on duty, shall not suffer any loss of pay while in attendance.

Section 2. The party requesting such a meeting shall furnish the agenda to the other party at least five (5) days in advance of the scheduled meeting. The agenda shall include the names of those members attending. The purpose of such meetings shall be to:

a) discuss grievances which have not been processed beyond the final step of the grievance procedure;

b) disseminate general information of interest to the parties;

c) discuss ways to increase productivity and improve operational efficiency and,

d) to consider and discuss health and safety matters relating to employees.

Section 3. It is further agreed that should special meetings be requested and agreed upon, the meetings shall be scheduled as soon as practical.

ARTICLE 20 HEALTH AND SAFETY

Section 1.

A) Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions, and establish safe working practices for its employees.

B) The employee(s) accepts the responsibility to maintain his tools, equipment and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer.

Section 2.

A) All unsafe working conditions must be reported by the employee in writing to Chief of Police within twenty-four hours of the time such unsafe working conditions became apparent.

B) The Chief of Police will investigate all written reports of unsafe working conditions and within twenty-four (24) hours attempt to correct any which are found. The Chief of Police shall be responsible for ensuring that all safety rules and working methods are followed by his employees.

C) The Chief of Police will notify, in writing, the employee who alleges unsafe working conditions of any corrections which have been made.

ARTICLE 21 HOURS OF WORK

Section 1. The standard work period for all full-time employees, covered by the terms of this Agreement shall be forty (40) hours, at eight (8) hours per day. Scheduled days off shall be consecutive unless operational needs dictate otherwise.

Section 2. The standard work period for part -time employees shall be determined by staffing requirements as determined by the Chief of Police. These staffing levels shall be fulfilled before any reserve officers are scheduled.

Section 3. Employees working midnight shift on the day of daylight savings time in the autumn shall be compensated for time worked. Employees working midnight shift on the day of daylight savings in the spring shall report one (1) hour early for their shift.

ARTICLE 22 OVERTIME/COMPENSATORY TIME

Section 1. All employees, for work performed in excess of eight (8) hours per day, shall be compensated at the employee's election, either at a) rate of one and one-half (1 1/2) times the employee's regular hourly rate for all overtime or b) compensatory time computed at the same rate to be taken in the future as approved. For the purpose of calculating overtime, work performed shall be defined to include all compensated time, including paid sick leave, vacation leave, compensatory time off, and holidays.

Section 2. Compensatory time off may be requested by a member to be taken at such times as are consistent with the efficient and effective operation of the department, subject to approval of the Chief of Police or his designee, Requests must be given to the Chief of Police prior to completion of scheduling. Any requests received after the schedule is published will be granted only if a part-time patrolmán is available as a replacement. Compensatory time may be accumulated to a maximum of two hundred (200) hours.

Section 3. Once per twelve (12) month period an officer may make a written request to the Chief of Police, to convert up to one hundred (100) hours of compensatory time to cash at the current base rate of pay. Such payment will made within sixty (60) days, contingent on the Township's ability to pay and shall not be unreasonably denied.

ARTICLE 23 COURT TIME

Section 1. Employees appearing in court on behalf of the Employer when not on duty shall be paid a minimum of three (3) hours, or actual hours worked, whichever is greater, at the appropriate rate of pay,

Section 2. An employee required to appear in court for jury duty will be paid the regular wage in full for each day, Employees must turn over all compensation received from the court to the Employer.

ARTICLE 24 CALL-IN-PAY

Section 1. Call-in pay is defined as payment for work assigned by the Employer or his designee for time that does not abut the normal work schedule,

Section 2. Employees called in to work outside the regular work day hours shall be paid a minimum of four (4) hours pay at the regular hourly rate of pay or for all hours worked, whichever is greater.

Section 3. Mandatory Police meetings will always be two (2) hour minimum pay,

ARTICLE 25 HOLIDAYS

Section 1. All full-time employees shall receive the following paid holidays:

New Year's Day	January 1st
Martin Luther King Day	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday of September
Columbus Day	2nd Monday of October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday of November
Christmas Day	December 25th

Section 2. All part-time employees, when scheduled, shall be paid time and one-half (1 ½) for work performed on the following holidays:

New Year's Day	January 1st
Independence Day	July 4th
Christmas Day	December 25th

Section 3. Employees must work their scheduled day before and after the holidays to be entitled to the holiday pay if the employee is scheduled to work the holiday.

Section 4. Full-time employees who are scheduled to work on a designated holiday, as defined in Section 1 above, shall receive one and one-half (1 ½) times his regular rate of pay, in addition to receiving his regular holiday pay.

ARTICLE 26 VACATIONS

Section 1. Full-time employees are entitled to vacation with pay after one year of continuous service the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

Length of Service	Weeks
After one (1) year	One (l)
After two (2) years	Two (2)
After eight (8) years	Three (3)
After thirteen years	Four (4)
After twenty years	Five (5)
After twenty-eight (28) years	Six (6)

Section 2. Length of service for this Article shall be the employee's seniority as defined in Article 10, Section 1 (Seniority).

Section 3. Employees may carryover up to (6) weeks of leave to be used in the year immediately following the year completed. Requests for carryover of vacation leave must be submitted to the Chief of Police and approved the Board of Trustees, and such requests shall not be unreasonably denied.

Section 4. Each year of the contract, each full-time employee shall be given an opportunity to select his vacation preference in January of each year. Initial selections will be made in seniority order. Requests made after the month of January shall be approved on a first-come, first-served basis.

Section 4(A). Upon death of a full-time employee, all accrued vacation time (pro-rated to the time of the employee's death) shall be paid to a designated beneficiary; if no beneficiary, then to the employee's estate.

Section 5. A full-time employee, has earned vacation time by reason of being employed in another department, shall be able to transfer his vacation to this department, should the employee elect to do so.

Section 6. A full-time employee who resigns or retires has unused vacation time, shall have that amount paid in full upon resignation or retirement.

Section 7. A full-time employee hired by the Employer who has earned and accumulated vacation time through employment by the Employer, shall be allowed to transfer PERS time to the Employer.

ARTICLE 27 SICK LEAVE

Section 1. Crediting of sick leave. Full-time employees shall earn sick leave at the rate of 4.6 hours for each eighty (80) hours of service.

Section 2. Accumulation of sick leave. Unused sick leave for regular full-time employees may be cumulative up to two thousand hours.

Section 3. Sick leave accumulated during authorized absences, Employees absent from work on authorized holidays, sick leave, vacation leave, or on special leave of absence with pay, shall continue to accumulate sick leave at the rate prescribed in Section 1 above, except that the period of accumulation shall not exceed six months.

Section 4. Use of leave, Sick leave may be used only for absence due to personal illness, injury, exposure to contagious diseases which could be communicated to other employees, and illness, injury and death in the employee's family.

Section 5. Notification by employee. When an employee is unable to work, he shall notify the ranking senior officer on duty as soon as possible, but no later than one (1) hour before the time the employee is scheduled to report to work, Failure to do so may be cause for denial of sick leave with pay for the period of time absent

Section 6. Evidence required for sick leave usage. The Chief of Police or his designee may request proof of illness or injury if, in the judgment of the Chief of Police or designee, such proof is necessary. If the illness or injury continues for more than the required four (4) calendar days, weekly written reports from the physician must be presented if requested by the Chief or designee. Any employee fraudulently obtaining sick leave may be suspended or dismissed.

Section 7. The Chief of Police may require an employee who has been absent due to personal injury or illness prior to and as a condition of his return to duty, to he examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and return will not jeopardize the health and safety of other employees, Any employee sent by the Chief of Police to be examined by a physician will be paid for the required time including travel time.

Section 8. Transfer of sick leave credit. An employee who transfers from one township position to another position, or from another public agency in Ohio, shall be credited with the unused balance of his accumulated leave, but not in excess of the accrual limit effective for employees the Township.

Section 9. Charging of sick leave, Sick leave shall be charged in minimum units of one (1) hour.

Section 10. Sick leave conversion. Full-time employees, with ten (10) or more years of service, who retire, are disabled, die, or are separated from employment, for reasons other than

discharge for cause, may elect at the time of retirement, death, or separation to be paid in cash, at the current rate of pay, for any unused sick leave the employee may have accrued, Such payout shall be determined by rate of forty percent (40%) of unused sick leave, not to exceed a payment of eight (800) hours.

Section 11. Abuse of sick leave. Any abuse of sick leave or patterned use of sick leave shall be just and sufficient cause for discipline as determined by the Employer.

Section 12. Sick leave assistance bank. Employees who have a sick leave balance of five hundred (5OO) hours shall be permitted to donate zero to (40) hours of their sick leave per pay period to be applied to the leave bank of an employee who has exhausted his/her sick leave accrual

Section 13. Notification of sick leave assistance bank participation. Employees shall notify the Township Fiscal Officer, in writing of their intention to participate in the sick leave assistance bank.

ARTICLE 28 SICK LEAVE BONUS

Section 1. Full-time employees shall be eligible for a Sick Leave Bonus under the following schedule:

January 1 through June 30	July 1 through December 31
0 hours of leave -$200	0 hours of leave -$200.00

Section 2. Those employees eligible for the Leave bonus shall receive their bonus in the first complete pay period following the end of the year, as defined in Section 1 above.

ARTICLE 29 INJURY LEAVE

Section 1. In the event of a service connected injury or illness incurred in the active discharge of duty, a full-time employee shall receive full pay for a period of time not to exceed one hundred eighty (180) calendar days from the date of injury. In the event of a service connected injury or illness incurred in the discharge of duty, a part-time employee shall receive full pay equal to the amount all the part-time employee would have been normally scheduled, for a period of time not to exceed (90) days, The Employer may grant additional injury leave on a case-by-case basis for additional period of time as the injury may warrant.

Upon approval of the injury claim by Worker's Compensation, the employee shall pay to the Employer all income benefits paid Worker's Compensation for the period of time during which the employee received full pay.

Section 2. To apply for benefits under Section 1, written application shall be made to the Employer, accompanied by a certificate from a registered physician stating that such employee is unable to work and such disability is a result of or is connected with the duties of such employee. It shall he the duty of the Employer to approve or reject the application, and in doing so, he may

require an examination by a registered physician of his selection. Said examination shall be paid by the Employer. Approval of such injury leave request shall not be unreasonably denied.

Section 3. Employees injured in the line of duty must apply for workers' compensation benefits before applying for benefits under this Article. The employee must also complete an Injury-on-Duty report and reimbursement agreement with the Employer as soon as possible following the injury.

Section 4. If the Bureau of Worker's Compensation or the Industrial Commission of Ohio deny the claim shall be charged with all time lost from work against his accumulated sick leave, or at the employee's option the benefits shall be repaid in cash, vacation leave, and/or any paid leave. If the employee does not have accumulated sick leave or accumulated vacation leave to cover all or part of the time up to and including the date the claim is disallowed, then any monies paid to the employee by the Employer under this Article, shall be repaid to the Employer under agreed upon and reasonable terms.

ARTICLE 30 PERSONAL LEAVE

Section 1. Effective January 1, 1994, all full-time employees shall three personal days per calendar year. All personal days must be taken in the calendar year.

Section 2. Notification by the employee. When an employee is using a personal day, he shall notify the ranking senior officer on duty as soon as possible, but no later than two (2) hours before the time the employee is scheduled to report to work. Failure to do so may be cause for denial of personal leave with pay for the period of time absent.

ARTICLE 31 LEAVE OF ABSENCE

Section 1. The Township may grant temporary leave without pay or benefits for good cause for a period not to exceed sixty (60) days per calendar year upon written requests from an employee. Requests for temporary leave will not be unreasonably denied.
Section 2 . An employee who is unable to work due to sickness, injury, or illness, who has exhausted all available leave shall be granted leave without pay for up to one year if requested in writing. When an employee who has been granted leave is approved by the Trustees as being physically and mentally able to perform his duties, he shall be returned to his former rank and position with his seniority as of the date the leave was granted.

ARTICLE 32 UNIFORM ALLOWANCE

Section 1. Full-time employees shall receive a uniform allowance in the amount of nine hundred dollars ($900.00) effective January 1, 2015. Said uniform allowance will be issued in two (2) checks, one on the first pay period in April and the first pay period in October of each contract year.

Section 2. A part-time employee shall receive a uniform allowance in the amount of two hundred seventy-five dollars ($275.00) effective January 1, 1999 provided the employee

provides the Employer with receipts totaling over the previous two hundred twenty-five dollars ($225.00) allowance. Any part-time employee who works more than 1,040 hours in a year shall receive a uniform allowance in the amount of three hundred fifty dollars ($350.00) in the following year. Part-time employees working less than 1,040 hours shall receive two hundred seventy-five ($275.00). Payment will be made as set forth in Section 1. If the employee does not provide receipts, that employee's uniform allowance shall be two hundred twenty-five dollars ($225.00). The allowance shall be permitted to be used to purchase ammunition, but shall not be used for the mandatory back-up weapon. Said allowance shall be paid in cash in a separate check. The uniform allowance check will be issued on November 1st of each contract year.

Section 3. Employees not maintaining uniforms to acceptable standards, as determined by the Chief of Police, may have uniform purchased by the Township and the cost deducted from the employee's uniform allowance or salary.

Section 4. All employees shall be provided with a bulletproof vest and the vest shall be replaced as necessary pursuant to the manufacturer's recommendations.

Section 5. All used patches identifying the employee as a Springfield Township Police Officer will be turned into the Chief.

ARTICLE 33 WAGES

Section 1. Effective June 1, 2014, the wage rates shall be as follows:

A. Lieutenants		$26.98
B. Sergeants		$23.88
C. Patrolman, Full-time	Class A	$21.03
	Class B	$16.82
	Class C	$15.68
D. Patrolman Part-time		$14.06

Section 2. Effective June 1, 2015, the wage rates shall be as follows:

A. Lieutenants		$27.52
B. Sergeants		$24.36
C. Patrolman, Full-time	Class A	$21.45
	Class B	$17.16
	Class C	$15.99
D. Patrolman, Part-time		$14.34

Section 3. Effective June 1, 2016, the wage rates shall be as follows:

A. Lieutenants	$28.07
B. Sergeants	$24.84

C. Patrolman, Full-time	Class A	$21.88
	Class B	$17.50
	Class C	$16.31
D. Patrolman, Part-time		$14.62

Section 4. All newly hired Patrolmen will be paid at Class C, after completion of one (1) year at Class B, and after completion of the second year at Class A. The Board of Trustees may, at their discretion, start a newly hired patrolman at a pay level higher than Class C.

Section 5. Township and the Union shall design and implement a Physical Agility test to be administered one (1) time per year. The test shall be scheduled one (1) month in advance. Any full-time employee may voluntarily participate in the test. Any full-time employee who passes the test shall receive two hundred and fifty dollars ($250.00).

Section 6. Weapons Proficiency. The Township agrees to pay each full-time member an eight hundred twenty-five dollar ($825.00) weapons proficiency allowance in each year of the contract. In order to qualify for this allowance, the member must prove to the satisfaction of the Chief of Police that he or she is proficient in all department weaponry and pass the Ohio Firearms Requalification Program. This allowance will be paid in January of each contract year.

Section 7. Full-time employees shall be paid by separate check in the first pay period in November, payment for their longevity based upon the PERS service time as follows:

COMPLETED YEARS OF SERVICE	AMOUNT
5-9	$250
10-14	$500
15-19	$650
20>	$800

ARTILCE 34 PENSION PICKUP

Section 1. This compensation of the employees who are members of the state pension fund shall be reduced by the full amount of the employee's contribution required by the pension board. This amount shall be paid by the Employer to the pension board on behalf of the employees. The amount paid on behalf of the employee shall be added to the salary when calculating pensions and other benefits, and is subject to Township income tax, if it becomes applicable.

ARTICLE 35 INSURANCE

Section 1: The Township will provide and pay the full premium and fully fund the deductible of any Health Savings Account on behalf of each employee and family hospitalization, medical, dental, and eyeglasses. The minimum coverage shall be that in effect as of May 1, 2008.

Section 2. Insurance coverage shall also be provided the surviving spouse or eligible children of a deceased employee for a period of three (3) months after death.

Section 3. The Township will provide and pay the full premium for all full-time employees for a life insurance policy in the face amount of twenty five thousand dollars ($25,000.00).

Section 4. The Employer will provide a sickness/accident policy in the amount of five hundred dollars ($500.00) per month for full-time employee.

ARTICLE 36 FUNERAL LEAVE

Section 1. In case of death in the immediate family, a full-time employee will be permitted up to three (3) consecutive normally scheduled working days at regular rate of pay for each day off.

Section 2. Immediate family includes spouse, father, mother, children, brother, sister, parents-in-law, son/daughter-in-law, stepchildren, spouses parents and grand-parents.

Section 3. Part-time employees, if scheduled to work, will receive one (1) day at regular pay for above listed relatives.

ARTICLE 37 GENDER AND PLURAL

Section 1. Whenever the context so requires, the use of the words herein in the singular shall be construed to include plural and words in the plural, the singular, and words whether masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine gender, it is understood that said use is for convenience purposes only and is not be interpreted to be discriminatory by reason of sex.

ARTICLE 38 HEADINGS

Section 1. It is understood and agreed that the use of headings before Articles is for convenience only and that no heading be used in the interpretation of said Article nor effect any interpretation of any such Article.

ARTICLE 39 -OBLIGATION TO NEGOTIATE

Section 1. The Employer and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties alter the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Therefore, for the of this Agreement, the Employer and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other party shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in

this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement

ARTICLE 40 CONFORMITY TO LAW

Section 1. This Agreement shall supersede any present and future Federal, State and Local laws, excepting the applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain full force and effect.

ARTICLE 41 – WAIVER IN CASE OF EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, the governor of the State of Ohio, the Board of Trustees of Springfield Township, the Federal or State legislatures, such acts of God and civil disorder, the following conditions of the Agreement shall be automatically suspended:

a) time limits for the Employer's or Union's reply on grievances; and

b) all work rules and/or provisions of this Agreement and practices relating to the assignment of all employees.

Section 2. Upon the termination of an emergency, should valid grievances exist, they shall be processed in accordance with provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which the grievance had properly progressed.

Section 3. Those provisions of this Agreement relating to established rates of pay shall not be waived during said emergencies as defined in Section 1 above.

Section 4. Any event as described in Section 1 above, shall he deemed to have ended no later than forty-five (45) calendar days after the date the emergency was declared.

ARTICLE 42 SUBSTANCE TESTING

Section 1. Substance Testing-Drug/ Alcohol testing may be randomly conducted on employees. Tests will be conducted when there is reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

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

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

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

4. Evidence that an employee had tampered with a previous drug test; and

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

Section 2. Administrative Purpose -Drug/Alcohol shall be conducted solely for administrative purposes and the results obtained shall not be used in a criminal proceeding. Under no circumstances may the results of drug/school screening or testing be released to a third party for use in a criminal prosecution against the affected. The following procedure shall not preclude the Employer from their administrative action but such action shall not be based solely upon the initial testing results alone.

Section 3. Certified Testing -All drug screening tests shall be conducted by medical laboratories the standards of the national of drug abuse and the national institute of health. No test shall be considered positive until it has been confirmed by a chromatography/mass spectrometer full scan test or equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

Section 4. Alcohol Testing -Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence.

Section 5. Results of Testing-The results of testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release or disclosure of testing results to the Employer only. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's consent. Refusal to submit to the testing provided for under this agreement shall be grounds for discipline.

Section 6. Confirmatory Test -If a drug test is positive, a confirmatory test shall be

conducted utilizing the samples collected in the manner prescribed above. In the event the second test confirms the results of first test, the Employer may proceed with the sanctions as set forth in this Article.

Section 7. Rehabilitation - If after the testing required above produced a positive result the employee shall be permitted to participate in any rehabilitation or detoxification program. Any discipline allowed by the positive findings provided for above shall be deferred pending successful rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall placed on medical leave of absence for the period of rehabilitation or detoxification program not to exceed ninety (90) calendar days (including time on paid leaves). Prior to being placed on leave without pay, the employee may use any accrued vacation leave or compensatory time. Upon satisfactory completion of such program, as verified in by the treatment facility and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to his/her former position. Such employee may be subject to periodic retesting upon return to his/her position for a period of one (1) year from the date of his/her return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) calendar days.

Section 8. Refusal To Test - If the employee refuses to undergo rehabilitation or detoxification or if he/she tests positive during a retesting after his/her return to work from such a program, the employee shall be subject to disciplinary action, including removal from his/her position and termination of his/her employment.

Section 9. Cost of Testing – Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 10. Limits on Rehabilitation - The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

Section 11. Drug Task Force/DEA Officers – An officer assigned to the drug task force/DEA who works specifically with scheduled drugs shall be subject to random testing.

ARTICLE 43 TAKE HOME VEHICLE

Section 1. The current practice of assigning police employees a take-home vehicle shall continue with the following exceptions:

A) No Springfield Township Police employee living outside the outer boundaries of Springfield Township (Mahoning County) will be permitted to have a take-home vehicle.

B) As least one (1) cruiser must be left at the headquarters at all times. If there are not enough vehicles for all of the officers to take home, the officers shall take vehicles home based solely upon seniority. The least senior officer shall therefore be the last to take home a cruiser.

ARTICLE 44 SAVINGS CLAUSE

Section 1. If any provisions of this Agreement is declared invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable form the rest of the Agreement, and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable, in accordance with the dispute resolution process under O.R.C. 4117.

ARTICLE 45 CANINE UNIT

Section 1. It is the intent of this provision to provide full compensation as required by the Fair Labor Standards Act to those employees of the bargaining unit who are responsible for the care, feeding, exercising, boarding, and training of a dog owned by the employer. Further it is the intention of this provision to outline responsibilities of the employer and the canine handler. The employer shall compensate the canine handler eight (8) hours pay per month at the regular hourly rate for the care, feeding, exercising, boarding, and veterinary examinations that is required for the dog. The Employer agrees to provide the costs associated with the initial training of the canine handler and the canine and any mandatory certification or re-certification for the canine handler or the canine. Canine handlers shall be afforded the opportunity to attend two (2) eight (8) hour shifts per month for the purpose of training providing the training is scheduled and the canine handler and/or canine are available to attend the training. The Employer shall have the right to schedule the canine handler off for this training or the Employer shall have the right to schedule training as overtime. The Employer and union agree that mandated training is a requirement for a successful canine program.

Section 2. The employer shall assign a patrol vehicle to a canine handler to be used for the following:

a. to and from the employee's residence and duty station;
b. to and from training sites;
c. to and from all veterinary appointments;
d. to and from all call out assignments, and
e. to and from any duty related assignment not outline above.

It is further agreed that personal use of a vehicle assigned to a canine handler in an off-duty application is prohibited and the vehicle may only be used when the canine handler is involved in a duty related function.

Section 3. The employer agrees to the following responsibilities:

a. to purchase and furnish the necessary type and amount of food needed to maintain a healthy dog;
b. to pay any and all necessary medical and veterinary expenses for the dog;
c. to provide the initial training of the canine handler and the dog and any mandated certification and re-certification of the canine handler or the dog;

d. to pay for the housing of the dog in the event the canine handler goes on vacation out of town in accordance with the employee's vacation time;
e. if the dog has been judged by the employer to be unfit for continued police service, the canine handler shall have the first right of refusal to purchase the dog for one dollar ($1.00). This provision shall be effective after at least one year of completed service by the canine handler.
f. to purchase and install a kennel, fence, or other item to be installed and kept at the canine handler's residence for the purpose of housing the canine. The parties agree that the kennel, fence, or other item shall remain the property of the employer.
g. to pay for one-time purchase on a reimbursement basis of one (1) duty related uniform as mandated and required by the Employer.

Section 4. The canine handler agrees to the following responsibilities:

a. to house dog at the employee's residence;
b. to be responsible for the health, safety, and supervision of the dog both on and off duty;
c. to maintain the dog by keeping regularly scheduled veterinary visits, daily grooming and upkeep, and bathing of the dog;
d. Clean and properly maintain the vehicle assigned to the Canine handler and to disinfect the interior when so required by the Employer;
e. any employee selected as a canine handler agrees to remain employed by this employer for a minimum of five (5) years after the date of selection as a canine handler. Employees assigned as a canine handler agree that if they voluntarily leave employment of this employer with the exception of disability separation or decide that they no longer wish to be a canine handler prior to the end of the five year period, the canine handler will be held financially liable for the cost of the dog based on a pro-rated formula. The formula will be computed in the following manner. The cost of the dog and the initial training would be added and then divided by 60 to equal (5) years. If canine handler leaves the program early, then the number of months remaining from the 60 month commitment would be multiplied by the cost per month. i.e. cost of the dog = $6,500.00 and initial training cost = $500.00. The total cost would be $7,000.00 divided by 60 = $166.66 per month for every month left on the five year commitment. The employee would be exempt from this condition if the dog can be satisfactorily retrained to be used by another officer.

ARTICLE 46 DURATION OF AGREEMENT

Section 1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and as otherwise noted herein shall become effective June 1, 2014 and shall remain in full force and effect until May 31, 2016.

Section 2. If either party desires to make changes in the Agreement for a period subsequent to May 31, 2016, notice of such desire shall be given prior to March 31, 2016. If such notice is given, this new Agreement shall remain in full force and effect until the parties reach agreement on a new contract.

ARTICLE 47 SAFE DRIVING BONUS

Section 1. Each full-time Police Officer shall receive a Safe Driving Bonus in the amount of $200.00 for each 6 mo. Period (January to June) and (July to December) payable in separate check on the first pay period after July 1 and January 1of each calendar year. Eligibility for the Safe Driving Bonus is based on the Officer's safe motor vehicle operation during the preceding six month period during which time the Officer was not involved in any at-fault motor vehicle accidents or being cited by the Chief or his designee.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 9th day of July, 2014.

FOR THE EMPLOYER:

FOR SPRINGFIELD TOWNSHIP: