



# AGREEMENT

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15-MED-09-0889  
1006-02  
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**BETWEEN**

**THE SPRINGFIELD TOWNSHIP  
BOARD OF TRUSTEES**



**AND**



**THE FRATERNAL ORDER OF  
POLICE, OHIO LABOR COUNCIL,  
INC.**

**EXPIRES 12-31-2018**

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**ARTICLE 1  
PREAMBLE**

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

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

**Section 1.2:** The following definitions shall apply to this Agreement:

- A. Employer – The Board of Trustees and/or any Employee, supervisor, representative, agent, or person designated by the Board of Trustees or Township Administrator of Springfield Township to act on its behalf.
- B. Employee – shall designate both sexes and wherever the male gender is used, it shall also be construed to include male and female Employees.

**ARTICLE 2  
FOP RECOGNITION**

**Section 2.1:** The Employer recognizes the FOP, Ohio Labor Council, Inc. as the sole and exclusive representative for all full-time Employees and as set forth in the certification issued by the Ohio State Employment Relations Board in Case Number: 98-REP-09-0226, February 4, 1999.

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

**ARTICLE 3  
NON-DISCRIMINATION**

**Section 3.1:** The Employer and the FOP agree not to discriminate against any Employee with respect to compensation or terms or conditions of employment or because of such individual's race, color, religion, sex, age, ancestry, national origin, handicap, FOP membership or non-FOP membership. The use of bona fide occupational qualifications by the Employer shall not be construed as discrimination, and is therefore not subject to the grievance procedure as provided for in this Agreement.

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

**ARTICLE 4  
MANAGEMENT RIGHTS**

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

- A. Determine all matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of the Department, standards of service, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire Employees;
- C. Maintain and improve the efficiency and effectiveness of operations and programs;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause;
- F. Determine the adequacy of the work force;
- G. Determine the mission of the department as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the department as a governmental unit.

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

**Section 4.3:** Nothing in this Article shall be construed or considered as the Employer's intention to waive or alter Management Rights that existed previous to this agreement, with the exception of the establishment of wages and the right to subcontract.

**ARTICLE 5  
DUES DEDUCTION & FAIR SHARE FEES**

**Section 5.1:** The Employer agrees to deduct from the wages of all Employees, all Labor Council membership dues uniformly required. Employees authorizing dues deductions shall submit an individual written authorization card bearing their signature. The Labor Council will notify the Employer from time to time of the dues it charges.

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

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

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

**ARTICLE 6  
FOP REPRESENTATION**

**Section 6.1:** The Employer recognizes the right of the Employees covered by this Agreement to elect one representative and one alternate each from Employees in the classifications comprising the Employee. The authority of the representative and alternate so elected by the members shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation of grievances with a represented Employee's supervisor, Assistant Chief, or Police Chief in accordance with the provisions of this Agreement; or
2. The transmission of such messages and information, which shall originate with, and are authorized by the member or his/her representative, provided such messages and information:
  - a. have been reduced to writing; or
  - b. if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to perform services, or any other interference with the Employer's business.

**Section 6.2:** The representative and alternate have no authority to take, encourage, or tolerate strike action or any other action, which interrupts the Employer's business. The representative shall be permitted reasonable time to investigate, present, and

process formal grievances on the Employer's property without loss of pay during his/her regular working hours, provided that in each and every instance where such time is required, the amount of time utilized during working hours shall be agreed upon previously by the representative or alternate and the Captain or Chief.

## **ARTICLE 7 LABOR/MANAGEMENT MEETINGS**

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

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

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

## **ARTICLE 8 GRIEVANCE PROCEDURE**

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

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

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

any appeal to an outside administrative agency.

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

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

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

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

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

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

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

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

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

**Section 8.13:** All written grievances shall be on a form mutually agreed to by the

parties, and shall contain the following information:

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

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

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

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

**Section 8.17:** Disciplinary actions of verbal warning, written warning and/or written reprimand are not subject to the grievance procedure.

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

**Step 1:** In order for an alleged grievance to receive consideration under this procedure, the Employee must identify the alleged grievance to the Police Chief within the time limits provided for herein. Such grievance shall be in writing on the mutually agreed grievance form. The Police Chief shall have five (5) working days in which to schedule a meeting, if he/she deems necessary, with the grievant.

The Police Chief or his/her designee shall investigate the alleged grievance and provide an answer within five (5) working days following the meeting date or five (5) working days from the date on which the grievance was first received.

Step 1 and 2 may be combined at the discretion of the Township Administrator, in such event, the Township Administrator shall notify the grievant of the decision to combine Steps 1 and 2 within five (5) working days from the date on which the grievance was first received.

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

If Step 1 and 2 were combined, the Employer shall have five (5) working days from the date of the notification that Steps 1 and 2 would be combined to schedule a meeting. The Employer shall investigate and respond in writing to the grievant and the Union within ten (10) working days following the meeting date or ten (10) working days following the receipt of the grievance, whichever is later.

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

**Section 8.19:** The arbitrator shall limit his/her decisions strictly to the interpretation,

application, or enforcement of the specific Articles and/or Sections of this Agreement, and shall be without the power or authority to make any decision which is:

- A. Contrary to, inconsistent with or modifies or varies in any way the terms of this Agreement or applicable laws;
- B. Contrary to, inconsistent with, changes, alters, limits, or modifies any practice, policy, rules, or regulations, presently or in the future established by the Employer, so long as such practice, policy, or regulation does not conflict with this Agreement, and/or;
- C. Contrary to the inherent right of the Employer to exercise its management rights or infers any limitation upon the Employer from any provisions of this Agreement.

**Section 8.20:** The arbitrator shall be without authority to award any right or relief on an alleged grievance occurring at any time other than the Agreement period in which such right originated or to make any award based on rights arising under any previous agreements, grievances, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as a part of this Agreement. In cases of discharge or suspension, the arbitrator shall have the authority to award modification of such discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

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

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

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

**Section 8.24:** Expenses of any witnesses required to testify at any grievance arbitration hearing shall be borne, if any, by the party calling the witness except that the wages of Employees who may be required to testify or be present at grievance arbitration hearings while in normal pay status, shall not receive any reduction in wages for such

time required to be in the hearing. The fees of any court reporter or any other means of providing an official transcript of the hearing shall be paid by the party requesting the recording or transcript. Such fees shall be split equally if both parties desire a court reporter's recording or transcript.

## **ARTICLE 9 DISCIPLINE**

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

- A. Verbal Warning;
- B. Written Warning;
- C. Written Reprimand;
- D. Suspension Without Pay;
- E. Demotion
- F. Discharge From Employment.

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

**Section 9.3:** Except in extreme instances wherein the Employee is found guilty of gross misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the Employee's record of discipline and the Employee's record of performance and conduct. In cases of demotion, such demotion shall not be limited to a single rank reduction.

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

**Section 9.5:** Whenever the Employer determines that an Employee may be disciplined for cause (including only suspensions, reductions or termination), a predisciplinary

hearing will be scheduled to give the Employee an opportunity to offer an explanation of the alleged conduct.

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

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

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

**Section 9.9:** At the predisciplinary hearing, the Employee may present any testimony, witnesses, or documents which explain whether the alleged incident occurred. The Employee shall provide a list of witnesses to the neutral and the Employer as far in advance as possible, but not later than twenty four (24) hours prior to the predisciplinary hearing. It is the Employee's responsibility to notify witnesses that their attendance is desired.

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

## **ARTICLE 10 PROBATIONARY PERIODS**

**Section 10.1:** Every newly promoted Employee will be required to successfully complete a probationary period of twelve (12) months. The probationary period may be extended for an additional six (6) months if the Employee has received an evaluation that indicates that additional training could likely improve the possibility of successful completion of the probationary period. Extension of the probationary period shall not be recorded as disciplinary action. An extension of the probationary period shall not

affect rank seniority. Failure to successfully complete the probationary period will result in the newly promoted Employee being placed at the position previously held prior to his/her promotion and at the current rate of pay for that position.

**Section 10.2:** Every newly promoted Employee will be required to complete the twelve (12) month probationary period before becoming eligible for an examination process for promotion to a higher rank.

## **ARTICLE 11 SENIORITY**

**Section 11.1:** Departmental seniority shall be computed on the basis of uninterrupted length of continuous full-time sworn service with the Employer. A termination of the employment lasting less than thirty-one (31) calendar days shall not constitute a break in continuous service. Once continuous service is broken, unless the Employee is reinstated, the Employee loses all previously accumulated seniority. In the event of any reduction in force, reallocation of supervisors shall be in inverse order of time in grade. Reallocated supervisors shall maintain their rank, although their pay shall be reduced to that of the next lowest rank, until such time as attrition or expansion allows the reallocated supervisor to resume his/her previous position and pay without retesting, requalification, or competition. This section does not apply to supervisors reduced in rank due to disciplinary action.

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

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

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

**Section 11.5:** Rank seniority shall be computed on the basis of uninterrupted length of continuous service at the rank of Sergeant or Lieutenant with the Springfield Township Police Department. This section does not apply to demoted Employees who return to their rank by way an arbitration decision.

## **ARTICLE 12 LAYOFF AND RECALL**

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

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

Upon request of the Employee (FOP/OLC) during the ten (10) day period, the Employer agrees to meet and confer with representatives of the Employee (FOP/OLC) regarding the effect of the layoff and to explore possible alternatives to avoid the need for the layoff. Such meeting shall not delay the implementation of the layoff unless the parties mutually agree to an alternative to the layoff.

**Section 12.2:** The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected Employees will be laid off in accordance with their seniority (least senior first). Layoff order in rank shall be in accordance with seniority and rank. The layoff of an Employee with rank will return such Employee to the preceding rank.

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

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

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

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

**ARTICLE 13  
PERSONNEL FILES**

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

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

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

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

**Section 13.5:** Disciplinary records shall be signed by the Employee prior to their inclusion in the personnel file. The signature of the Employee is only an acknowledgement of receipt, and does not necessarily represent an agreement with the record itself.

**ARTICLE 14  
HOURS OF WORK AND OVERTIME**

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

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

Except as otherwise stated in this Agreement, overtime shall be paid at the conclusion of each twenty-eight (28) day work period.

**Section 14.3:** Any employee may request that any or all of his/her overtime be paid by compensatory time at the rate of one and one-half (1-1/2) hours of compensatory time off for each hour worked in overtime status. Compensatory time credits shall be given at the conclusion of each twenty-eight (28) day work period for compensatory time earned for work in excess of the standard work period. Compensatory time credits for compensatory time earned for work in excess of the employee's regularly scheduled work day shall be given each pay period. The granting of such compensatory time shall be at the sole discretion of the Employer and shall not interfere with the effective and efficient operation of the department. The maximum compensatory time that each Employee shall be allowed to accumulate shall be one hundred (100) hours. Once an Employee reaches a compensatory time balance of one hundred (100) hours, any payment for hours worked in excess of a regularly scheduled work shift or work week shall be paid as overtime compensation in the pay period it was earned. Employees may choose to "cash out" all or any amount of their compensatory time balance (maximum one hundred (100) hours) one time per calendar year (except during the month of December) by making such request in writing on the form required by the Employer and attaching the form to the time card at least thirty (30) days in advance of the pay period in which payment is requested.

The maximum amount of compensatory time an Employee may earn as a result of court time in any given calendar year shall be one hundred (100) hours (these hours already include the rate of one and one half hours). Once an Employee reaches a compensatory time balance of one hundred (100) hours as a result of court time appearances, all additional court time hours earned shall be paid as wages.

**Section 14.4:** Any Employee called in to work at a time outside his/her regularly scheduled shift, and when such call-in does not abut his/her regularly scheduled shift, shall be paid a minimum of two (2) hours. Any Employee called in to work between 11:00 p.m. and 5:00 a.m. shall be paid at a minimum of three (3) hours at the rate of one and one half (1 ½) times his/her regular hourly rate of pay or paid by compensatory time at the rate of one and one-half (1-1/2) hours of compensatory time off for each hour worked in overtime status.

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

**Section 14.6:** A monthly seniority list will be maintained by the Employer and will be available to all Employees (supervisors.) The list will be displayed in the briefing room and will be available twenty-four (24) hours a day. For the sole purpose of determining seniority for overtime opportunities; time in grade as a supervisor, either at the rank of Sgt or Lt. will be used. Prior to the upcoming month but no later than 72 hours (72) prior

to the upcoming month Employees ( supervisors) will sign up for first, second, third shift overtime or any and all shifts. When an overtime situation exists for supervisors, with more than twenty-four (24) hours notice to management, management will utilize the appropriate shift list and will start at the top of the list (list order determined by seniority) and notify the Employees (supervisors) of the overtime opportunity. An overtime opportunity for supervisors is defined as, the need for the Employer to fill a previously scheduled supervisory position to maintain effective personnel strength and to insure proper supervision levels. Springfield Township and the FOP/OLC understand and agree the Springfield Township (Employer) retains the right, which it had previously, to fill schedule shortages created by extended sick/injury/OIL leave and/or the granting of any other type of off - time to personnel by reassigning and/or changing the work hours of personnel scheduled to work on those days. Both parties understand and agree that the above mentioned right permits Springfield Township to fill such shortages without the use of overtime.

Employees (Supervisor) signing up for overtime shall furnish one alternative phone number in addition to their home phone number by which they want to be contacted. Employer will use those numbers to attempt to make contact. If the Employer receives no answer after six rings or an answering device, the Employer will attempt contact via the alternate number. In the event the Employee (supervisor) is deemed to have refused the overtime opportunity or actually refuses the opportunity upon receiving notification of the opportunity, that Employees (Supervisor) name will be moved to the bottom of the list. Upon receiving no response or an actual refusal of the overtime opportunity, the Employer will notify the Employee (supervisor) next on the list of the overtime opportunity, utilizing the same process as above, until such time as the overtime opportunity is filled. Once the overtime opportunity is filled, the Employee next on the list will be the first Employee (supervisor) notified of the next overtime opportunity. If an Employee (supervisor) refuses or is not available for overtime on three (3) or more occasions in a given month that Employee's (supervisor) name will be removed from the overtime list for the remainder of that specified month. If the Employee (supervisor) declines or accepts the overtime, they Employee (supervisor) will move to the bottom of the list and the next name will be the top of the list. If an Employee (supervisor) who is on the overtime list, but unable to work the overtime because he or she is on duty for Springfield Township, they will remain at the top of the list for the next overtime opportunity. If that Employee (supervisor) then declines the next opportunity, the order of the list will then revert to the next Employee as listed above.

If no Employee (supervisor) on the appropriate shift list accepts the overtime, or the overtime exists with less than twenty four hours notice to the Employer, the Employer may fill the overtime in any manner they deem appropriate, including the use of non-supervisory personnel to fill the overtime.

**ARTICLE 15  
WAGES**

**Section 15.1:** Effective January 1, 2016, and throughout the duration of this agreement, the wages of Sergeant shall be equal to a 15% differential above the top patrol officer salary as listed in FOP/OLC patrol contract. Lieutenants pay shall be equal to a 12% differential above the sergeant's salary. In no event will the rate of pay be less than the contractual 2015 rate.

**ARTICLE 16  
COURT TIME**

**Section 16.1:** All Employees who testify as representatives of the Township shall be paid for their court appearance, with a four (4) hour minimum payment provided that the Employee is not on duty at the time of his/her appearance. All court time hours shall be paid as overtime or compensatory time. All compensatory time shall be accumulated, "cashed-out" and/or used as outlined in Article 14. All overtime earned pursuant to this section shall be paid each pay period by the Employer. Supervisory personnel may limit the number of Employees who testify in any given court case.

**Section 16.2:** All court time shall be included by the Employee on his/her timecard and be paid by the Employer.

**Section 16.3:** Employees are required to show on time for all scheduled court appearances. Employees who fail to show for a required court appearance shall face disciplinary action by the Employer if the Employer determines that an inadequate reason(s) existed to warrant the absence or tardiness. Employees shall forfeit the three/four (3)/(4) hour minimum service time and be paid on an hour for hour basis for that case or subsequent court appearances resulting from their failure to appear.

**ARTICLE 17  
INSURANCE**

**Section 17.1:** The Employer agrees to offer major medical/hospitalization and dental insurance coverage for all Employees at benefit and co-pay premium payment levels commensurate with the Employer's group health care plan, including any change thereto for the duration of this Agreement.

Except as otherwise provided in this Article, the Employer shall pay 100% of this total combined cost to provide major medical/hospitalization and dental insurance coverage for Employees.

The Employer may require, at its discretion, that Employees pay up to 15 % of the total combined cost of the major medical/hospitalization and dental insurance

coverage. The total combined cost shall be the premium charged by the Township's insurance provider if the Township is fully insured or the COBRA rate (all costs of self-insurance including, but not limited to, administrative fees, set-up fees, specific and aggregate stop loss, and expected maximum annual claim liability) established by the third party administrator if the Township is self-insured. The Employee's share of the total combined cost shall be deducted from the Employee's bi-weekly wages without additional authorization from the Employee.

**Section 17.2:** The Employer agrees to offer a HSA for all Employees. Unless altered by this Section, the annual Employer HSA contribution shall be \$250 for Employee's receiving single coverage and \$500 for Employee's receiving family coverage. The Employer may provide an additional annual Employer HSA contribution of up to \$500 for Employees receiving single coverage and up to \$1,000 for Employees receiving family coverage on the basis of the following wellness initiatives. In January of each year, the Employer may utilize a wellness initiative program which provides for the additional annual Employer HSA contributions outlined in this Section for Employees (and spouses, and children over the age of 18 if family coverage is provided) who complete questionnaires (and attend classes, if required) related to tobacco usage, who complete health risk assessments, who meet with the Employer's insurance consultant (Employee only), and/or who undergo or have undergone a physical meeting the criteria established by the Employer from the physician of the Employee's choosing. Additional annual Employer HSA contributions made pursuant to this wellness initiative program shall be as follows:

Wellness Initiative	Type of Coverage	Employee Action	Additional Annual HSA Contribution	Deadline for Completion
Tobacco Usage	Single	Employees identify themselves as non-tobacco users	\$125	April 1 <sup>st</sup> or 90 days from hire
		Employees identify themselves as tobacco users, but attend cessation/information class(es) required by the Employer	\$125	April 1st or 90 days from hire
	Family	Employees AND spouses and all children over the age of 18 identify themselves as non-tobacco users	\$250	April 1st or 90 days from hire
		Employees AND/OR spouses and/or any	\$250	April 1st or 90 days

Wellness Initiative	Type of Coverage	Employee Action	Additional Annual HSA Contribution	Deadline for Completion
		children over the age of 18 identify themselves as tobacco users but attend cessation/information class(es) required by the Employer		from hire
Health Risk Assessment	Single	Employees take Health Risk Assessment provided by Employer	\$125	April 1st or 90 days from hire
	Family	Employees AND spouses and all children over the age of 18 take Health Risk Assessment provided by Employer	\$250	April 1st or 90 days from hire
Physical	Single	Employees undergo or have undergone a physical examination meeting criteria established by the Employer	\$125	April 1 <sup>st</sup> of prior or current year or 90 days from hire
	Family	Employees AND spouses and all children over the age of 18 undergo or have undergone a physical examination meeting criteria established by the Employer	\$250	April 1st of prior or current year or 90 days from hire
Meeting with Insurance Consultant	Single	Employees meet with Employer's Insurance Consultant to discuss insurance options	\$125	April 1st or 90 days from hire
	Family	Employees meet with Employer's Insurance Consultant to discuss insurance options	\$250	April 1st or 90 days from hire

The Employer may waive the deadlines for completion of any wellness initiative for good cause shown. If at any time during the pendency of this Agreement, the

total combined costs of the major medical/hospitalization and dental insurance coverage increases by 10% percent or more over the previous year, the Employer may eliminate or reduce the amount of the annual and/or additional Employer contribution to the HSA.

**Section 17.3:** The Employer shall provide each full-time Employee with a group life insurance policy with a death benefit of fifty thousand dollars (\$50,000.00) and an accidental death benefit of one hundred thousand dollars (\$100,000.00). The Employer shall pay one hundred percent (100%) of all premiums for such insurance.

**Section 17.4:** The Employer agrees to indemnify and defend any Employee from actions arising out of the lawful performance of his/her official and/or assigned duties.

**Section 17.5:** The insurance carrier and/or the method of providing all insurance provided for within this Article shall be solely within the discretion of the Employer. The Employer shall attempt to provide equitable coverage to that which was in effect on the execution of this Agreement.

**Section 17.6:** The Employer shall offer the same insurance plan and benefits to all eligible township Employees. The Employer may also offer an Opt-Out Program which allows Employees who are eligible for major medical/hospitalization insurance coverage through a spouse or source other than the Employer-provided plan to receive payments in lieu of receiving medical/hospitalization insurance coverage through the Employer. The decision to offer any Employee payment in lieu of major medical/hospitalization insurance coverage and the amount and type of reimbursement offered shall be in the sole discretion of the Employer. The decision to accept or reject payment in lieu of major medical/hospitalization insurance coverage shall be in the sole discretion of the Employee.

**Section 17.7:** Full-time Employees must remain in an active pay status in order to continue to be eligible for Employer paid healthcare coverage, unless specifically approved and authorized by the Township Administrator or Board of Trustees. Employees who are on an approved unpaid leave of absence shall be afforded the opportunity to pay for hospitalization at the existing group rate, for the duration of their leave of absence.

**Section 17.8:** At any time during the pendency of this Agreement, the Employer may include a Working Spouse Coordination Provision which means that if an Employee's spouse is employed and his/her employer offers insurance, then the spouse must be primary on that insurance policy. In no case can an Employee's spouse be primary on the Township's policy if they are employed and their employer offers insurance. The spouse must be primary on his/her employer's insurance plan to be eligible to be included as secondary on the Township's insurance plan. Employee spouses who do not take the insurance from their

employer shall not be eligible to be listed as primary or secondary on the Township's insurance plan.

For calendar year 2016, the Employer will utilize a modified version of the Working Spouse Coordination Provision as follows: If an Employee's spouse and/or other dependent is eligible for major medical/hospitalization insurance coverage through his/her employer or source other than the Employer-provided plan, the Employee's spouse or dependent must enroll in that other insurance plan so long as that insurance plan and its net costs are equal to or better than the Employer's major medical/hospitalization insurance coverage. The Employer may, at its sole discretion, offer payments in lieu of benefits to reduce the net costs of other insurance plans. If the Employee's spouse or other dependent chooses to stay enrolled in the Employer's major medical/hospitalization insurance coverage despite being eligible for other coverage which is equal to or better than the Employer's insurance and which can be obtained at no net costs (considering Employer payments, if any), then the Employee will be subject to a surcharge of \$200 per pay period to enable the spouse and/or dependent to remain on the Employer's major medical/hospitalization insurance coverage.

Prior to December 1<sup>st</sup> of each year of this Agreement, the Employer shall notify the Employees in writing of its intention to utilize either the standard Working Spouse Coordination Provision or the modified version of the Working Spouse Coordination Provision for the upcoming year.

## **ARTICLE 18 VACATION**

**Section 18.1:** Vacation shall be accrued on a yearly basis for all full-time Employees with more than one year of service as follows:

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

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

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

**Section 18.2:** Employees shall be permitted to carry a maximum vacation time balance

of eighty (80) hours into each new year. Employees shall be permitted to "cash in" up to forty (40) hours of the maximum vacation time balance of eighty (80) hours during the final pay period in December of each year, provided said Employee has utilized not less than one-half (1/2) of his/her accrued vacation time during that year.

**Section 18.3:** Any Employee whose anniversary date falls within ninety (90) days of December 31 shall receive an additional ninety (90) days to comply with the above section regarding the maximum amount of time that can be carried into the next year during the year in which said anniversary date results in additional accrual of vacation time.

**Section 18.4:** All vacation leave requires the prior approval of the Employer. The Employer reserves the right to revise previously approved vacation requests should an emergency situation occur or should the previously approved vacation adversely affect the efficiency of the Department.

**Section 18.5:** Employees with more than one year of service who utilize their full year's accrual of vacation time that resign or are terminated prior to the completion of the year shall have the amount of owed vacation time deducted from their final pay check. Employees who resign and who have returned all issued equipment shall receive vacation pay for earned but unused vacation pay. This shall be calculated using a prorated formula based on the yearly amount earned and the date of resignation.

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

**Section 18.6:** Vacation time shall not be accrued or paid during a granted unpaid leave of absence.

**Section 18.7:** Vacation requests shall be granted on the basis of seniority and rank, provided the request is submitted prior to March 15 of each calendar year and consists of not more than two (2) consecutive weeks between the period of June 1 and September 1 and not more than three (3) consecutive weeks during the other times of the year.

**Section 18.8:** When an Employee retires, he/she is entitled to payment for all earned but unused vacation time. In the event of the Employee's death, payment for such unused vacation time is to be paid to the Employee's beneficiary as previously designated by the Employee in writing. If there is no official designation of beneficiary, the payment shall be made to the Employee's estate upon application of the executor or the estate.

**ARTICLE 19  
HOLIDAYS**

**Section 19.1:** Employees shall receive holiday pay as defined below for the following holidays:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Eve (1/2 day)	December 24th
Christmas Day	December 25th
New Year's Eve (1/2 day)	December 31st

**Section 19.2:** Employees who are not available for duty on any of the above designated holidays due to unpaid leave of absence, as defined elsewhere in this Agreement, or due to disciplinary suspension, shall not be eligible for holiday pay for that holiday.

**Section 19.3:** An Employee who does not work on a holiday provided for in Section 1 of this Article may, at his/her option, elect to take compensatory time off equal to the holiday hours. Such holiday compensatory time shall be taken at a mutually agreeable date and time, and shall not interfere with the efficient and effective operation of the department.

**Section 19.4:** On the first regularly scheduled pay day in December, each full time Employee shall receive a check for accumulated but unused holiday pay for up to six (6) holidays that he/she was available for duty, as defined in this Article, during the previous twelve (12) months. The remaining five holidays must either be taken off in accordance with Section 19.3 of this Article or will be forfeited without payment unless the time off has been denied due to operational need/staffing requirements at which time the hours denied will be paid out. Such check shall be for the number of hours in each Employee's normal work shift for each holiday that the Employee was available for duty, and shall be for the rate of pay that was in effect for the Employee on the actual date of the holiday for which he/she is being paid.

**Section 19.5:** In order to qualify for holiday pay in addition to his/her regular rate of pay for working on any given holiday, the Employee must work the actual holiday if he/she was scheduled to work on the holiday. Any Employee who fails to work on the actual holiday as a result of an approved sick leave or previously approved absence will be required to use holiday time in lieu of sick time for that holiday. For the purpose of this

Section, the Employer may require that sick leave on holidays be substantiated by a signed and dated release from a medical practitioner stating the nature of the illness or injury, the treatment provided, and the date of the treatment.

**Section 19.6:** Upon retirement or severance from employment for any reason, all accumulated but unpaid holiday pay as provided for herein shall be paid to the Employee at the rate at which it was earned, provided that the Employee has complied with all termination and/or retirement requirements of the Employer. In the event of the death of a Employee, such accumulated but unpaid holiday pay shall be paid to the Employee's beneficiary as previously designated by the Employee in writing. If there is no official designation of a beneficiary, the payment shall be made to the Employee's estate, upon application by the executor of the estate.

**Section 19.7:** Employees shall have the option of using vacation time, compensatory time or personal leave time in lieu of holiday time when taking time off on an actual holiday. Employees who choose this option shall receive payment for the holiday at the regular rate of pay.

**Section 19.8:** When an Employee is scheduled to work and works on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas, the Employee shall be paid at a rate equal to one and one-half (1 ½) times their regular rate of pay for each hour worked. This pay rate is in addition to their regular accumulation of holiday hours. The Employer reserves the right to staff at minimum staffing levels on these holidays, as is the case for any other day.

## **ARTICLE 20 UNIFORMS AND EQUIPMENT**

**Section 20.1:** As more specifically provided in Section 5 of this Article, the Employer shall supply at no cost to the Employee all uniforms and equipment required by the Employer, excluding socks, and under-wear, in quantities specified by the Employer. The cleaning expense of such uniforms and equipment shall be the responsibility of the Employee.

**Section 20.2:** All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment, be returned to the Employer in the same condition as originally issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the Employee. Any issued item which is lost or damaged beyond normal use by an Employee through his/her negligence shall either be replaced or paid for at current market value by the Employee, at the option of the Employer.

**Section 20.3:** Equipment, clothing, patches, insignia, buttons, badges, and other items not issued by or required by the Employer may be utilized or worn only with the permission of the Employer.

**Section 20.4:** Non-uniform Employees assigned to the Detective Division shall maintain clothing and equipment supplied by the Employer in a manner specified by the

Employer. The Employer will issue each Employee assigned to a non-uniform position in the Detective Division a check for One Thousand Dollars (\$1000.00), payable in January, which shall be taxed according to IRS regulations. Employees assigned to a non-uniform position in the Detective Division for less than a full calendar year shall receive a check for a pro-rated amount, payable on the first full pay period after they begin working in the assignment. Such Employees who are re-assigned to a position other than a non-uniformed position in the Detective Division or who leave employment with Springfield Township during a calendar year will be required to repay a prorated amount of the money received, which amount may be deducted from any leave payout amounts to which the Employee is entitled. The Employee will use those funds to replace worn/lost clothing/equipment. The Employer will provide the Employee with a list of acceptable equipment/clothing items that may be purchased. Employees assigned to the Detective Division shall be permitted to dress business casual, according to guidelines established by the Chief of Police, unless they are testifying in court at which time a business suit shall be required.

**Section 20.5:** Uniform Employees shall maintain uniforms and equipment supplied by the Employer in a manner specified by the Employer. The Employer will establish an account at a uniform/equipment supplier in the amount of Five Hundred Dollars (\$500) per year. The Employee will use that account to replace worn/lost equipment. The Employer will provide the Employee with a list of acceptable equipment/uniform items that may be purchased and may refuse the purchase of items it deems unnecessary or inappropriate.

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

New probationary Employees will be furnished with all needed equipment and will not receive the uniform allowance until their probationary period had been successfully completed.

Any unused credit from the account will be returned to the Employer.

**Section 20.6:** When an Employee supplies evidence that he/she has sustained damage to personal property while performing his/her assigned duties, provided such damage was not the result of willful misuse or negligence on the part of the Employee, the Employer may reimburse the Employee for the cost of necessary repairs or replacement up to a maximum of one hundred dollars (\$100.00) per year, per Employee, but no more than fifty dollars (\$50.00) for jewelry items. The Employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair and replacement of said property shall be at the Employer's option. Any court ordered restitution up to the one hundred dollars (\$100.00) paid under this Section shall be remitted to the Employer. Cell Phones, PDA's, Blackberries or other similar electronic equipment not issued by the Employer are exempted from this policy.

**Section 20.7:** In the event of damage to prescription eye glasses (including frames), contact lenses, dentures and other oral prostheses, which damage occurs in the active

discharge of an Employee's assigned duties, the Employer shall pay the difference, if any, between the amount of reimbursement from Worker's Compensation and the actual cost of repair or replacement.

**Section 20.8:** Upon retirement from the Springfield Township Police Department, each retiree shall be presented his/her duty weapon and a new badge for a total cost of one dollar (\$1.00). The new badge shall indicate the retired status of the individual to whom it has been presented. This section does not apply if the Employee is seeking retirement as disability retirement based on mental illness.

**Section 20.9:** The Employer shall provide any initial issue of uniforms or equipment as mandated by the Employer and as a result of changes in current issue, promotion or the introduction of new equipment. This initial issue shall be at no cost to Employees and the cost shall not be deducted from the Employee's uniform/equipment accounts.

## **ARTICLE 21 TRAINING AND EDUCATION**

**Section 21.1:** When the Employer requires any Employee to attend any school, class, training session, etc., the Employee shall have all hours spent at such training opportunity that occur during his/her normal work schedule included in his/her hours worked during the work period in which the training opportunity occurs, not to exceed eight (8) hours in any calendar day.

**Section 21.2:** When the Employer requires that an Employee travel to any required training opportunity, the Employee shall be paid at his/her regular hourly rate of pay for all normal travel hours to and/or from such required training opportunity. Any normal travel time in excess of two (2) hours must be approved by the Employer prior to the beginning of such travel.

**Section 21.3:** The expenses for tuition, registration, fees, books, etc. of any training opportunity required by the Employer shall be paid for by the Employer.

**Section 21.4:** For the purpose of this Article, "required" shall mean any training, class, course, or other educational opportunity that is mandated by OPOTA to maintain Police Officer certification and/or any training, class, course, or other educational opportunity that the Employer mandates that the Employee attend. Any training, class, course, or other educational opportunity that the Employee requests to attend and is granted permission, and/or is accommodated by the Employer, to attend shall not be considered "required" for purposes of this Article.

## **ARTICLE 22 REIMBURSEMENT OF EXPENSES**

**Section 22.1:** If the Employer requires any Employee to expend personal funds in conjunction with the performance of his/her assigned duties or any required training opportunity as provided for elsewhere in this Agreement, such funds shall be reimbursed

to the Employee by the Employer.

**Section 22.2:** When the Employer requires that a Employee use his/her own vehicle for travel required by the Employer, the Employee shall be compensated at the current IRS rate per mile.

**Section 22.3:** When the Employer requires that an Employee stay away from home overnight in conjunction with the performance of his/her assigned duties or any required training opportunity as provided for elsewhere in this Agreement, such expense shall be reimbursed to the Employee by the Employer. The reservations for such overnight lodging shall be made by the Employer at a hotel or motel providing reasonable facilities.

**Section 22.4:** When travel by a commercial carrier is required by the Employer, such travel arrangements and reservations shall be made by the Employer, and the cost of such travel shall be paid by the Employer.

**Section 22.5:** Before an Employee can be reimbursed for any personal expenses provided for in this Article, he/she must provide receipts of all expenditures to the Employer.

**Section 22.6:** With the prior approval of the Employer, Employees may be reimbursed for personal tuition and book expenses incurred while taking and successfully completing college course work and/or other advanced training related to his/her profession.

## **ARTICLE 23 SICK LEAVE**

**Section 23.1:** Employees shall be entitled, for each completed 80 hours of service, to sick leave of four and six-tenths hours of pay. Employees may use sick leave, upon approval of the Employer, for absence due to personal illness, exposure to a contagious disease that could be communicated to other Employees or for illness, injury or death in the Employee's immediate family. When sick leave is used, it shall be deducted from the Employee's credit on the basis of one hour for every hour of absence from previously scheduled work. Unused sick leave shall accumulate to a maximum of 320 days (2560 hours).

**Section 23.2:** An Employee with ten (10) years of service with the Township, or ten (10) or more years of public service with political subdivisions of the State of Ohio, who retires from active service with Springfield Township, shall be paid fifty percent (50%) of the value of his/her accrued but unused sick leave, up to a maximum payment of eight hundred (800) hours. Payment shall be based upon the Employee's rate of pay at the time of retirement.

Employees with a sick leave balance of 1,000 hours or more may sell up to one hundred twenty (120) hours of sick leave each year, at fifty percent (50%) of the Employee's

current hourly rate, payable in November of each year. All requests for such payment must be made by October 1 to receive the November payout.

**Section 23.3:** To be eligible for the buy-back of unused sick leave an Employee shall not use more than thirty (30) days of sick leave within twelve (12) months preceding his/her date of retirement, unless otherwise approved by the Township Administrator.

**Section 23.4:** In the event of death of an active Employee, the Employee's accumulated but unused sick leave will be converted to a lump sum payment in the same manner and up to the same maximum payment as set forth above dealing with buy-back of unused sick leave, and payable to the Employee's beneficiary as previously designated by the Employee in writing. If there is no official designation of a beneficiary, the payment shall be made to the Employee's estate, upon application by the executor of the estate. If the death of an Employee occurs during the proper execution of his/her assigned duties as an Employee, the Springfield Township shall pay all accumulated but unused sick leave in the manner provided for herein.

**Section 23.5:** Any Employee who is laid off under the terms and conditions provided within this Agreement, shall upon his/her reinstatement, have placed to his/her credit all accumulated, unpaid, unused sick leave existing at the time of layoff.

**Section 23.6:** Sick leave shall accrue while the Employee is in active pay status, but no during a leave of absence without pay, layoff, disciplinary suspension, or while in overtime status.

**Section 23.7:** Sick leave accrual shall not exceed one hundred twenty (120) hours in any calendar year.

**Section 23.8:** When an Employee is unable to report to work, he/she shall notify his/her immediate supervisor or other designated person, as far in advance as his/her scheduled starting time as possible, but not less than two (2) hours prior to his/her scheduled starting time, on each day of absence. Failure to provide such two (2) hour notice shall result in the denial of the Employee's application of sick time unless unusual or unavoidable circumstances, as approved exclusively by the Chief of Police or Township Administrator.

**Section 23.9:** Upon return to work, an Employee shall complete an application for sick leave form to justify the use of sick time. When a Employee utilizes sick leave for medical appointments, or when an absence is for three (3) or more days, or when the Employee has utilized leave for five (5) or more separate incidents within any calendar year, the Chief of Police (in addition to the requirements for FMLA covered later in the Article), may require the Employee to furnish a return to work release including a description of the illness or injury from a medical practitioner. Employees who return to work with a medical practitioners note will not be charged with an absence for the purpose of this section. Falsification of any such work release or any other material used to substantiate the use of sick leave shall be grounds for disciplinary action.

**Section 23.10:** Sick leave shall be used in one (1) hour increments for any hour or fraction of an hour of sick leave taken by the Employee. Sick leave shall only be approved for days, which the Employee would have normally have been scheduled to work. Sick leave shall not exceed the normally scheduled daily or weekly assigned hours of work.

**Section 23.11:** Sick leave with pay, may be used for the following purposes, and must have the approval of the Employer.

- A. For absence of the Employee due to illness, injury, or exposure to contagious diseases, which could be communicated to other Employees. Where an Employee plans to use or uses sick leave for a period in excess of three (3) days; he/she must follow the procedures listed in Section 602 of the Springfield Township Personnel Policy Manual relating to FMLA leave and must complete the leave of absence, initial medical certificate, and return to work certificate forms outlined in that section.
- B. For absence of the Employee due to the illness of someone in the Employee's immediate family. For purpose of this paragraph, the immediate family is defined as the Employee's husband, wife, son, daughter, stepson, stepdaughter, mother, father, mother-in-law, or father-in-law who resides in the Employee's home at the time of illness. With the exception of FMLA-qualifying leaves of absence to care for persons specifically outlined in the FMLA, absence due to illness of immediate family shall not exceed five total days during any twelve-month period, unless the Employee requests and receives advance approval from the Department Head and/or the Township Administrator for additional time. Where an Employee plans to use or uses sick leave under this paragraph for a period in excess of three (3) days (or 5 days in the cases of absences taken to care for persons other than those specifically outlined in the FMLA), he/she must follow the procedures listed in Section 602 of the Springfield Township Personnel Policy Manual relating to FMLA leave and must complete the applicable forms outlined in that section.
- C. For absence due to death of any of the following members of the Employee's family: father, mother, brother, sister, son, daughter, stepson, stepdaughter, husband, wife, or grandparent, aunt, uncle, niece, nephew, grandchild, or in-law of the Employee who was, at the time of their death, a permanent resident of the Employee's household. Absence due to such situation shall not exceed three (3) days unless the Employee requests and receives advance approval from the Department Head and/or the Township Administrator for additional time.
- D. For absence due to death of an aunt, uncle, nephew, niece, grandparent, grandchild, or parent of the Employee's spouse. Any sick leave usage hereunder is limited to one (1) day of the actual attendance of the funeral unless the Employee requests and receives advance

approval from the Department Head and/or the Township Administrator for additional time.

- E. Employees shall be entitled to designate up to six (6) weeks of accrued sick, vacation, or personal leave as Family Leave to be used for absences due to childbirth. Family Leave must be taken immediately following childbirth and shall not exceed six (6) weeks for the employee giving birth or five (5) work days for an employee whose spouse has given birth. Where an Employee plans to use or uses Family Leave, he/she must follow the procedures listed in Section 602 of the Employer Personnel Policy Manual relating to FMLA leave and must complete the applicable forms outlined in that section. Leave taken for childbirth beyond the maximum leave amounts established herein, or beyond the Employee's accumulated sick, vacation, or personal leave shall be taken as unpaid FMLA leave pursuant to Section 602 of the Employer Personnel Policy Manual.
- F. Sick leave may be used as personal days by full-time Employees to attend to extraordinary personal matters that cannot be cared for outside the Employee's normal working hours, provided that the orderly and efficient operation of the department is not impaired. Such requests shall only be made in extreme situations and shall require the prior approval of the Chief of Police and the Township Administrator.

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

**Section 23.12:** As is more fully explained in the other sections of the Springfield Township Personnel Policy Manual, Springfield Township requires Employees to use earned and accrued leave as part of the twelve (12) work week FMLA leave entitlement. Such leaves shall run concurrently. Accordingly, when an eligible Employee takes leave for his/her own "serious health condition," he/she is required to utilize his/her accrued sick leave as all or part of the twelve (12) weeks granted under the FMLA. If the eligible Employee's sick leave is exhausted prior to the expiration of his/her FMLA leave, the remainder of the FMLA leave shall be granted as an unpaid leave of absence.

## **ARTICLE 24 WORKERS COMPENSATION LEAVE**

**Section 24.1** Springfield Township provides a comprehensive workers' compensation program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Workers' compensation benefits are provided by the Ohio Bureau of Workers' Compensation according to its regulations and procedures.

**Section 24.2 Reporting of Work Related Injuries or Illnesses:**

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

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

**Section 24.3 Pay Status or Types of Leave Utilized While Off-Duty for Work Related Injuries or Illnesses:**

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

**Section 24.4 Pre-Determination Salary Continuation:** Upon receipt of a First Report of Injury indicating that an employee has sustained a work-related injury or illness and notification by a licensed medical practitioner that the injury or illness prevents the employee from performing the essential functions of his/her job, the Human Resources Director shall place the employee on a Pre-Determination Salary Continuation Pay Status. While the employee is on this Pay Status, he/she will continue to be paid his/her regular rate of pay. Pre-Determination Salary Continuation continues until the Township receives the order/determination by the Ohio Bureau of Workers' Compensation as to the claim for worker's compensation benefits.

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

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

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

Employees who are offered light duty assignments commensurate with the job restrictions provided by a licensed medical professional may refuse to accept the assignment. However, pursuant to Bureau of Workers' Compensation regulations and guidelines, such refusals may result in the cessation of Workers' Compensation benefits. Employees who accept temporary, light duty assignments will be paid at their normal rate of pay for all work performed.

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

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

**Section 24.5 Reporting of Change In Status or Medical Treatment:**

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

**ARTICLE 25  
MILITARY LEAVE**

**Section 25.1:** The following articles are short summaries of lengthy Ohio and Federal regulations under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Ohio statutes pertaining to military leave.

In any particular case, except where the Employer has chosen a permitted option under the State and Federal regulations, the precise rights and obligations of Employees and the Employer, will be governed by the State and Federal regulations themselves.

**Section 25.2:** Employees who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio National Guard, and members of the armed forces of the United States are Employees qualified to take a military leave of absence.

*Qualifying Employees who request a leave of absence to serve in the uniformed service are entitled to a military leave of absence for such time as they are in the military service on field training or active duty to the extent required by law (generally up to a cumulative total of 5 years). Unless precluded by military necessity, Employees*

requesting such leave must provide advance, written notice of the need for such leave.

**Section 25.3:** Employees on military leave shall be paid as follows:

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

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

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

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

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

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

**Section 25.4:** Employees on military leave who become reemployed after a period of military leave are entitled to the seniority benefits that the Employee had on the date of the commencement of service in the uniformed services plus the additional seniority benefits that such Employee would have attained if he/she had remained continuously employed.

Employees on military leave are entitled to such non-seniority rights and benefits while they are away on military service as they would be entitled if they were on a Leave of Absence without Pay pursuant to Article 26 of this contract.

**Section 25.5:** Employees on military leave are entitled to a continuation of health care benefits as follows:

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

i. Employees shall be entitled to a continuation of their health insurance benefits at the same costs and to the same extent as they would have

been entitled had they not been absent on military leave.

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

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

**Section 25.6:** So long as the Employee remains qualified for the job to which he/she is assigned, Employees returning from military leave shall be returned to the job the Employee would have held had the Employee remained continuously employed (including seniority benefits).

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

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

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

## **ARTICLE 26 UNPAID LEAVES OF ABSENCE**

**Section 26.1:** The Employer offers the following categories of leave of absence without pay:

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

4. Educational leave of absence without pay.

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

**Section 26.2:** Employees may be granted a personal leave of absence without pay for a maximum duration of six (6) months for any personal reasons of the Employee (not including employment with any employer other than the Employer). Such personal leave of absence without pay may not be renewed and extended beyond the initial six (6) month period, except as provided in this Section.

**Section 26.3:** Employees may be granted a medical leave of absence without pay. A physically or mentally incapacitated Employee who has completed his/her probationary period may request a medical leave of absence without pay. A medical leave of absence without pay for a period not to exceed six (6) months may be granted when such medical condition continues beyond the use of all accumulated sick and/or vacation leave, provided that the Employee furnishes the Employer with satisfactory proof of such medical condition (utilizing the procedures listed in Section 602 of the Employer Personnel Policy Manual relating to FMLA leave and by completing the applicable forms outlined in that section), along with his/her written request for medical leave of absence without pay, and the Employee is:

(1) Hospitalized or institutionalized;

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

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

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

**Section 26.4:** Employees may be granted a disability leave of absence without pay. A physically or mentally incapacitated Employee who has completed his/her probationary period may request a disability leave of absence without pay. A disability leave of absence without pay for a period not to exceed six (6) months may be

granted when such disability continues beyond the use of all accumulated sick and/or vacation leave, or beyond the period of medical leave of absence without pay, provided that the Employee furnishes the Employer with satisfactory proof of such disability (utilizing the procedures listed in Section 602 of the Employer Personnel Policy Manual relating to FMLA leave and by completing the applicable forms outlined in that section), along with his/her written request for disability leave of absence without pay, and the Employee is:

- (1) Hospitalized or institutionalized;
- (2) On a period of convalescence following hospitalization or institutionalization authorized by a physician at such hospital or institution; or
- (3) Declared incapacitated for the performance of his/her duties by a licensed medical practitioner designated by the Employer. It is the Employee's responsibility to request a disability leave of absence without pay as such leave is not granted automatically when an Employee's sick and/or vacation leave, and medical leave of absence without pay is exhausted.

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

**Section 26.5:** Employees may be granted an educational leave of absence without pay for the purpose of education, training, or specialized experience that would be of benefit to the Employer. Such educational leave of absence without pay shall not exceed twenty-four (24) months.

**Section 26.6:** The authorization of any leave of absence without pay as provided for in this Section is a matter of the administrative discretion of the Employer. The Employer will decide in each individual case if a leave of absence without pay is to be granted.

**Section 26.7:** The Employee shall notify the Employer as far in advance as possible of his/her intention to request any leave of absence without pay. The Employer may deny or delay the granting of any leave of absence without pay in order to maintain the effective and efficient operation of the Employer.

**Section 26.8:** FMLA leave requested beyond an Employee's earned and accrued paid leave shall run concurrently with any leave of absence without pay granted to the Employee. However, the denial of a request for any category of leave of absence without pay in no way reduces or limits an eligible Employee's entitlement to up to twelve (12) weeks of Basic FMLA leave and/or up to twenty-six (26) weeks of Military FMLA leave.

**Section 26.9:** An Employee may return to work before the scheduled expiration of any leave of absence without pay if he/she so requests in writing, and if approved by the Employer. Any Employee who fails to return to work at the expiration of any leave of absence without pay shall be terminated from employment.

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

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

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

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

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

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

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

**Section 26.10:** Earned benefits (e.g. seniority, vacation time, sick time, holiday pay) will not continue to be accrued during periods of leaves of absence without pay.

## **ARTICLE 27 NO STRIKE/NO LOCKOUT**

**Section 27.1:** The Employer and the FOP recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public and that this Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

- A. During the term of this Agreement, the FOP shall not, for any reason, authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strike, slowdown or any other concerted activity which would interrupt the operations or services of the department or the Employer during the life of this Agreement;
- B. During the life of this Agreement, the Employer shall not cause, permit or engage in any lockout of the bargaining unit Employees unless such Employees have violated the provisions of this Article.

**Section 27.2:** In addition to any other remedies available to the Employer, any Employee or Employees, either individually or collectively, who violate the provisions of this Article are subject to discipline by the Employer.

**Section 27.3:** The Employees and/or officials of the FOP and any Employee FOP representative shall make every effort to immediately bring an end to any strike or other job action herein by Employees.

**Section 27.4:** Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike and/or work stoppage.

## **ARTICLE 28 SEVERABILITY**

**Section 28.1:** This Agreement supersedes and replaces all applicable state and local laws which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

**Section 28.2:** The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language on the same subject matter.

**ARTICLE 29  
WAIVER IN CASE OF EMERGENCY**

**Section 29.1:** In the event of a state of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Hamilton County, or the Federal or State legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances;
- B. All work rules and/or agreements and practices relating to the assignment of Employees.

**Section 29.2:** Upon the termination of the state of emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which such grievance(s) had properly progressed prior to the state of emergency.

**ARTICLE 30  
SCOPE OF BARGAINING**

**Section 30.1:** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the entire understandings and agreements arrived at by the parties after the exercise of such unlimited right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the FOP, and all prior agreements, practices, policies and/or procedures, either oral or written, are hereby canceled. Therefore, the Employer and the FOP, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement.

**ARTICLE 31  
LONGEVITY**

**Section 31.1:** An Employee hired before January 1, 2013, who has been employed with the Springfield Township Police Department for five (5) years shall receive forty (\$40.00) dollars for each of the past five (5) years of full service and forty (\$40.00) dollars for each additional year thereafter.

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

dollars for each additional year thereafter.

## **ARTICLE 32 DRUG/ALCOHOL TESTING**

**Section 32.1:** Drug/alcohol testing may be conducted on reasonable suspicion, which is an articulable belief that an Employee used or is using a controlled substance or alcohol in an unlawful or abusive manner drawn from specific and particularized facts and reasonable inferences from those facts.

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

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an Employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Information provided by reliable and credible sources and independently corroborated;
- E. Evidence that an Employee has tampered with a previous drug test;
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

**Section 32.2:** Employees may be subject to random testing through a computer-generated process of selecting individuals. The random test selection will be done by the testing laboratory, and may be performed up to four (4) times throughout the year and consist of a maximum of ten percent (10%) of the number of Employees.

**Section 32.3:** Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening or testing be released to a third party for use in a criminal prosecution against the affected Employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the initial reagent testing results alone.

**Section 32.4:** All drug/alcohol screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS recognized certification program. The procedures utilized by the

Employer and testing laboratory shall follow Department of Transportation standards and shall include an evidentiary chain of custody control. The lab will split the sample upon receipt to insure the availability of sufficient quantity to comply with Section 34.5 below. All breath analysis testing shall be in accordance with Department of Transportation Standards. All positive results will automatically be confirmed utilizing the appropriate determination by the certified laboratory.

**Section 32.5:** The results of the testing shall be delivered to the Police Chief and the Employee tested. An Employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The Employee shall provide a signed release for disclosure of the testing results. A representative from the Union shall have a right of access to the results upon request to the Police Chief with the Employee's consent. Refusal to submit to the testing provided for under this contract shall be grounds for disciplinary action up to and including termination.

**Section 32.6:** If the test is positive the Employee may, within 24 hours of being advised of the results, request the split sample be sent to an accredited laboratory or testing facility designated by the Employee so long as the lab testing facility meets the criteria established in this article. The Employee must sign an authorization to release such findings prior to the sample being delivered to the lab. The Employee is responsible for all costs related to this testing.

**Section 32.7:** A list of three (3) testing laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS recognized certification program shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

**Section 32.8:** After two (2) positive test results are received as set forth above, the Employer may require the Employee to participate in any rehabilitation or detoxification program that is covered by the Employee's health insurance. Discipline resulting from the positive findings of confirmatory sample testing shall be deferred pending rehabilitation of the individual within a reasonable period. An Employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such Employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the Employee is no longer abusing a controlled substance or alcohol, the Employee shall be returned to his/her former position. Such Employee may be subject to periodic retesting upon his/her return to his/her position for a period of one (1) year from the date of his/her return to work. Any Employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits, should it be necessary for such Employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

**Section 32.9:** If the Employee refuses to undergo rehabilitation or detoxification, or if he/she fails to complete a program of rehabilitation or detoxification, or if he/she tests positive during a retesting within one (1) year after his/her return to work from such a program, the Employee shall be subject to disciplinary action up to and including termination.

**Section 32.10:** Costs of all drug screening tests and confirmatory tests shall be born by the Employer except that any test initiated at the request of the Employee shall be at the Employee's expense.

**Section 32.11:** The Employer may conduct four (4) tests of an Employee during the one (1) year period after the Employee has completed a rehabilitation or detoxification program and such tests need not be based upon "reasonable suspicion." However, drug/alcohol testing may be required of an Employee, at any time, based upon "reasonable suspicion."

**Section 32.12:** For the purpose of implementing the provisions of this Article, each Employee who undergoes drug testing shall execute a medical release in order for the Employer to obtain the results of the drug screening testing. Except as otherwise provided by state or federal law with regard to communicable diseases, or without further authorization of the Employee, the releases referred to in this Article shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical finding may be released without the express written permission of the Employee.

**Section 32.13:** The provisions of this Agreement shall not require the Employer to offer a rehabilitation/detoxification program to any Employee more than once.

### **ARTICLE 33 REALLOCATIONS**

**Section 33. 1:** Should an Employee's position be temporarily reallocated to a higher class position for a period not to exceed thirty (30) days, no change in his/her rate of pay shall occur. If the period is of a longer duration than thirty (30) days, he/she shall be paid at a rate according to the higher classification.

**Section 33. 2:** Employees temporarily reallocated to a higher class position, shall hold that position no longer than one hundred twenty five (125) days, at which time they will be returned to their previously held position and rate of pay.

**Section 33.3:** Employer agrees not to temporarily, or permanently, reallocate any other Employees to the higher class position, until formal testing procedures are completed to allow all Employees an opportunity to compete for the higher class position.

**ARTICLE 34  
PERSONAL DAYS**

**Section 34.1:** Employees shall receive two (2) paid personal days per calendar year. Personal days may not be carried over from one year to the next. Personal days shall not be deducted from the Employees sick time, vacation, holiday, or compensatory time, and usage of personal days shall not affect the Employee's attendance record in any way. No personal days shall accumulate while an Employee is on any unpaid leave of absence or while he/she is on disciplinary suspension. The use of personal days shall not interfere with the efficient and effective operation of the department.

**ARTICLE 35  
DAY OFF EXCHANGES**

**Section 35.1:** With prior approval Employees may exchange days off or shift assignments with other supervisors of the same rank.

**ARTICLE 36  
PROMOTIONS**

**Section 36.1:** Should the Employer wish to fill an opening or promote within the department, the Employer shall post on the departmental bulletin board the structure of the examination and weight factors that will be given to each portion of the examination, together with a list of all suggested study materials. The notice shall also contain each step outlined in the testing process. This notice shall be posted for a period of thirty (30) days, prior to the first process of the testing phase.

**Section 36.2:** Upon request and within thirty (30) days of an exam, the Employer shall meet with Employees for the purpose of informing members of structure and weight factors.

**Section 36.3:** The examination process may include, but shall not be limited to; a written exam and oral interview and/or assessment center.

**Section 36.4:** Eligibility lists shall be valid for a period of one (1) year, from the date of the written exam. The eligibility list will contain the Employee's final rating and standing. If a vacancy occurs within one (1) year, the vacancy shall be filled by the next highest rated Employee. If the eligibility list has expired, or no longer contains an Employee that received a passing grade, a new examination shall be posted.

**Section 36.5:** A promoted Employee may upon request return to his/her prior rank if such request is made prior to the expiration of the one (1) year promotional probationary period and a position is available or a position will be created by the promotion of another Employee. If a position is not available, or a position cannot be created, the Employee shall reserve his/her right to return for an additional year if a position is created during that time.

**Section 36.6:** No Employee that is reduced in position or rank shall effect the position or rank of another Employee that currently holds the reduced position or rank, except to cause a promotion of another Employee from the reduced rank to the position that was vacated.

### **ARTICLE 37 DETECTIVE SUPERVISOR**

**Section 37.1:** Assignment to the position of Detective Supervisor shall be a lateral transfer. The Employer agrees to rotate interested Employees through this position every twenty-four (24) months. The Employer agrees to establish an eligibility list for a twenty-four (24) month period. The ranking on the list will be based on a competitive basis, consisting of an oral/written exam, scored interview and seniority points as outlined in FOP/OLC contract for Patrol Section 11.5. The Employee currently leaving the position of Detective Supervisor shall not be eligible for reappointment to that position, unless there are no other supervisory personnel interested in this position. Employees assigned to the Detective Supervisor position shall receive a three percent (3%) pay differential for that period of time they are so assigned.

**Section 37.2:** Nothing in this Article restricts the Employer from removing an Employee from the position for unsatisfactory performance. If an Employee is removed for unsatisfactory performance, the Employee shall not be eligible to re-enter the position for a period of twelve (12) months.

**Section 37.3:** Nothing in this Article restricts the Employer from limiting the eligibility for the position of detective supervisor, to either the rank of Sergeant or Lieutenant.

### **ARTICLE 38 PHYSICAL ABILITIES TESTING**

**Section 38.1:** The Employer agrees to negotiate with the FOP to formulate specific plans and procedures for physical agility requirements. These negotiations shall include the statutory dispute resolution procedures of O.R.C. 4117 upon impasse. These plans and procedures will be developed when the Employer decides to plan such a program and will be completed prior to implementation of said program. A dispute settlement procedure, including a binding arbitration clause, will be included in the finished program.

### **ARTICLE 39 DURATION**

**Section 39.1:** This Agreement shall be effective from January 1, 2016, and shall remain in full force and effect until 11:59 p.m. on December 31, 2018.

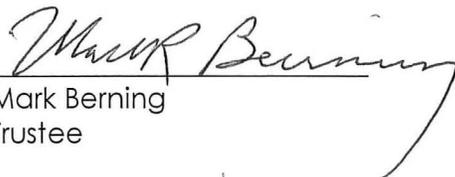
**Section 39.2:** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days

prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested or may be served electronically on the other party. The parties shall commence negotiations within two (2) calendar weeks upon receiving such notice of intent. All other provisions of Ohio Revised Code Chapter 4117 shall apply unless otherwise mutually agreed upon.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 8<sup>th</sup> day of December, 2015.

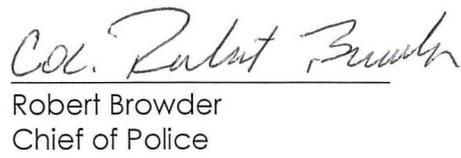
**FOR THE SPRINGFIELD TOWNSHIP  
BOARD OF TRUSTEES**

  
Mark Berning  
Trustee

  
Joseph Honerlaw  
Trustee

  
Gwen McFarlin  
Trustee

  
Michael T. Hinnenkamp  
Administrator

  
Robert Browder  
Chief of Police

**FOR THE FRATERNAL ORDER  
OF POLICE, OHIO LABOR  
COUNCIL**

  
Mark A. Scranton  
Staff Representative

  
Negotiating Team Member  
Lieutenant

  
Negotiating Team Member  
Sergeant

APPROVED AS TO FORM:

  
Laura A. Abrams