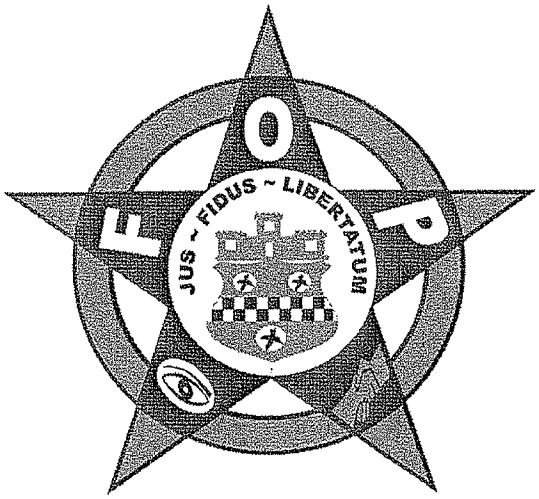
10-19-12
10-MED-09-1075
2353-01
K27154

AN AGREEMENT

BETWEEN

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

AND



THE BAZETTA TOWNSHIP TRUSTEES

ALL FULL-TIME PATROL OFFICERS AND SERGEANTS

EFFECTIVE: JANUARY 1, 2011
EXPIRES: DECEMBER 31, 2013

TABLE OF CONTENTS

		Page
Article 1	Preamble/Purpose	3
Article 2	Union Recognition	3
Article 3	Non-Discrimination	4
Article 4	Management Rights	4
Article 5	Rules and Regulations	5
Article 6	Union Representation	6
Article 7	No Strike or Lockout	7
Article 8	Dues Deduction	8
Article 9	Probation Periods	10
Article 10	Seniority	10
Article 11	Vacancy & Promotions	11
Article 12	Training	12
Article 13	Layoff and Recall	12
Article 14	Grievance Procedure	13
Article 15	Labor-Management Conference	16
Article 16	Bulletin Boards	17
Article 17	Corrective Action	18
Article 18	Hours of Work/Overtime	19
Article 19	Overtime Distribution	21
Article 20	Personnel Files	21
Article 21	Health & Safety	22
Article 22	Sick Leave/Funeral Leave	22
Article 23	Conversion of Unused Sick Leave	24
Article 24	Leave Of Absence	24
Article 25	Service Connected Disability	25
Article 26	Holidays	28
Article 27	Vacation	29
Article 28	Call-In Pay	31
Article 29	Court Time	31
Article 30	Uniform and Equipment Allowance	31
Article 31	Wages	32
Article 32	Longevity	33
Article 33	Benefits/Hospitalization	33
Article 34	Shift Assignments	34
Article 35	Use of Township Vehicles	35
Article 36	Drug Free Workplace	35
Article 37	Waiver In Case Of Emergency	36
Article 38	Severability	37
Article 39	Duration of Agreement	37
	Signature Page	38
	Side Letter, Mid-Term Bargaining	39

ARTICLE 1
PREAMBLE/PURPOSE

Section 1. The following agreement between the Bazetta Township Trustees, hereinafter referred to as the "Employer," and the Fraternal Order of Police/Ohio Labor Council, FOP/OLC, the bargaining unit for the Bazetta Township Police Department, hereinafter referred to as the "Union," is recorded in written form to meet the requirements set forth in Chapter 4117 of the Ohio Revised Code, which requires the execution of a written contract incorporating any agreement reached. This agreement is designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein, to maintain and promote a harmonious relationship between the Employer and the Union, to achieve and set forth the full and complete understanding and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein, and to encourage more efficient and progressive service in the public interest.

ARTICLE 2
UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining units. Wherever used in this agreement, the term "bargaining units" shall be deemed to include those individuals employed full-time by the Employer in the classifications listed below:

Bargaining Unit #1

Included: All full-time Patrol Officers in the Bazetta Township Police Department

Excluded: All other employees

Bargaining Unit #2

Included: All full-time Sergeants in the Bazetta Township Police Department

Excluded: All other employees

Section 2. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 3. Notwithstanding the provisions of this article, management, confidential, professional, fiduciary, supervisory, part-time, casual, seasonal, and students whose primary purpose is education or training or who work as part-time employees less than fifty percent (50%) of the normal year shall be excluded from the bargaining unit.

Section 4. The Bazetta Township Trustees and the officers of the Bazetta Township Police Department agree that no service provided by the members of this Collective Bargaining Agreement shall be contracted out.

ARTICLE 3
NON-DISCRIMINATION

Section 1. The Employer and the Union agree to comply with all applicable federal and state laws with regard to discrimination based upon age, sex, race, color, creed, national origin, political affiliation, marital status, or disability or handicap which does not interfere with the ability to perform the functions of the job. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

Section 2. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3. The Employer and the Union agree not to interfere with the rights of employees to become members of the Union or refrain from membership in the Union, and there shall be no discrimination, interference, restraint, or coercion by Employer/Representative or the Union against any employee because of Union membership or non-membership, or because of legal employee activity or representation in an official capacity on behalf of the Union.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Bazetta Police Department, in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

A. to manage and direct its employees, including the right to select, hire, promote, demote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge, or discipline for just cause, and to maintain order among employees;

B. to promulgate and enforce rules and regulations and to otherwise exercise the prerogatives of management;

C. to manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;

D. to determine the department's goals, objectives, programs and services, and to utilize both internal and external personnel in a manner designed to effectively meet these purposes;

E. to determine the size and composition of the work force and the number of shifts required, to establish work schedules and hours of work, to establish, modify, consolidate or abolish jobs (or classifications); and to determine staffing patterns, including but not limited to the assignment of employees, duties to be performed, qualifications required, and areas worked;

F. to determine when a job vacancy exists and the standards of quality and performance to be maintained;

G. to determine the necessity to schedule overtime and the amount required thereof;

H. to maintain the security of records and other pertinent information;

I. to determine the overall budget;

J. to maintain and improve the efficiency and effectiveness of the Employer's operation; and

K. to determine and implement necessary actions in emergency situations

Section 2. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein shall remain the function of the Employer.

ARTICLE 5
RULES AND REGULATIONS

Section 1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees while in performance of their assigned duties or in any representative capacity of the Township, or in the conduct of the Employer's services and programs.

Section 2. Copies of written work rules, policies, and directives or amendments herein, promulgated following the effective date of this agreement, will be furnished to the Union prior to the effective date of implementation. The Employer/Designee(s) will meet with the representatives of the Union to discuss the effects of any new or modified (of current) work rules, regulations, policies or procedures, upon the bargaining unit employees. Such work rules, regulations, policies and procedures shall be distributed to the affected employees and/or posted on departmental bulletin boards prior to the effective date.

Section 3. The Employer/Chief may, in an emergency situation, implement a work rule, regulation, policy or procedure to rectify a situation. However, immediately following the implementation of any such work rule, regulation, policy or procedure, the Employer will meet with representatives of the Union pursuant to the provisions contained in Section 2 of this article.

Section 4. The Employer recognizes that no work rules, regulations, policies or procedures shall be established that are in violation of any expressed terms of this agreement.

Section 5. This article shall not apply to policies or procedures which are mandated by federal or state laws or regulations governing operational procedures.

ARTICLE 6
UNION REPRESENTATION

Section 1. The Employer agrees to admit not more than one (1) non-employee Union representative to the Employer's facilities.

The Union representative shall be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein, providing twenty-four (24) hours advance notice is given to the Employer except in emergency situations whereby the twenty-four (24) hour notice shall be waived. Upon arrival, the Union staff representative shall identify himself to the Employer or the Employer's designated representative.

Section 2. The Employer shall recognize one (1) employee and one (1) alternate from each bargaining unit to act as Union steward for the purpose of processing grievances in accordance with the grievance procedure. The alternate shall be recognized as the steward when the regular steward is the grievant or the subject of disciplinary action, or when the steward is otherwise unavailable. If a grievance hearing is scheduled during the steward's regular work shift, the steward shall not suffer any loss of straight time pay for the attendance of such meeting.

Section 3. The Union shall provide to the Employer an official roster of its staff representatives and local Union steward which is to be kept current at all times and shall include the following:

1. name;
2. address;
3. home telephone number;
4. immediate supervisor;
5. Union office held.

No employee shall be recognized by the Employer as a Union steward or an alternate until the Union has presented the Employer with written certification of that person's selection.

Section 4. The investigation and writing of grievances shall be on non-duty time. The writing and submitting of grievances that involve a suspension and/or discharge may be completed and submitted during duty time.

If grievance hearings are scheduled during an employee's (grievant's) regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 5. Rules governing the activity of Union representatives are as follows:

A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

B. The Union shall not conduct Union activities in any work areas without notifying the officer in charge of that area of the nature of the Union activity.

C. The Union employee official (steward) shall cease Union activities where those activities are not authorized by this agreement immediately upon the request of the employee's immediate supervisor.

ARTICLE 7
NO STRIKE OR LOCKOUT

Section 1. It is understood and agreed that the services performed by employees included in this agreement are essential to the public's health, safety, and welfare. Therefore, the Union agrees that it will not authorize, instigate aid, condone, or engage in any strike, work stoppage, or other action at any time during the term of this agreement which will interrupt or interfere with the operation of the Employer. No employee shall cause or take part in any strike, work stoppage, slowdown, or other action which will interrupt or interfere with the operation of the Employer. In the event of a violation of this section, the Union agrees to take affirmative steps with the employees concerned, such as letters, bulletins, telegrams, or employee meetings to bring about an immediate resumption of normal work. Should the Union fail to take such affirmative steps, the Employer shall have the option of seeking appropriate legal remedies. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined, and only the question of whether or not he did in fact participate in or promote such action shall be subject to appeal.

Section 2. Should there be a violation of this article, there shall be no discussions or negotiations regarding the differences or disputes during the existence of such violation or before normal work has resumed.

Section 3. During the term of this agreement, the Employer shall not cause, permit, or engage in any lockout of its employees, unless those employees shall have violated Section 1 of this article.

ARTICLE 8
DUES DEDUCTION

Section 1. The Employer agrees to deduct regular Union membership dues in equal amounts per pay day from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 2. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the Union.

Section 4. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 5. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 6. The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

Section 7. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this agreement.

Section 8. Employees who are members of the Union may cancel dues deduction by directing a certified letter to the Union and the Employer in the thirty (30) day period prior to the expiration of this agreement.

Section 9. Membership in the Union shall be voluntary, and no employee shall be required to become or remain a member of the Union as a condition of employment with the Employer. However, all current bargaining unit employees who are not Union members, and all Union members who during the term of this agreement withdraw their membership, shall pay a fair share fee to the Union. New hire employees who choose not to join the Union shall pay a fair share fee to the Union commencing upon completion of sixty-one (61) calendar days of employment.

Section 10. Fair share fees shall be deducted automatically from paychecks of employees subject to said fees, without the necessity of prior written authorization. No fair share fees shall be deducted until such time as all employees, and the Employer, have been presented with a copy of the Union's rebate and challenge procedure and a copy of the independent audit establishing the basis for the fair share fee. The Union must also provide for alternative fee payments to charitable funds by those conscientious objectors who are members of a bona fide religion or religious body which historically or by its tenets object to financial support of employee organizations.

Section 11. Fair share fees shall be equal to dues paid by Union members in the prior agreement year, less any non-chargeable expenditures. Non-chargeable expenditures are those fees used to support partisan political activities, ideological and social causes, and any other activities not germane to the realm of collective bargaining. The Union must annually provide to all employees and the Employer a certification from an independent auditor not otherwise employed by the Union, specifying the major categories of expenditures of the Union, and establishing the proportionate amount of chargeable and non-chargeable expenditures.

Section 12. The challenge procedure referred to in Section 2 of this article shall include appeal to an independent umpire appointed by the American Arbitration Association pursuant to the Association's "Rules for Impartial Determination of Union Fees," effective June 1, 1986. Challenges by fee payors must be affected within sixty (60) calendar days of initial imposition of the fee or any change in the fee. The Union shall provide for the escrow of any fees in dispute. All costs related to the challenge of disputed fees, except representational costs of the objector, shall be paid by the Union.

Section 13. It is the intent of the parties that this article complies with state and federal law currently in existence or developed in the future.

Section 14. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder.

ARTICLE 9
PROBATION PERIODS

Section 1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day the employee begins to perform the duties of the classification in to which they are hired and earn compensation from the Employer and shall continue for a period of one (1) calendar year. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

Section 2. The Employer will conduct at least two (2) performance evaluations prior to the end of each new hire probationary period. The first performance evaluation shall be conducted prior to the completion of the first six (6) months of the probationary period. The second performance evaluation shall be conducted prior to the end of the probationary period.

ARTICLE 10
SENIORITY

Section 1. "Employment seniority" shall be computed on the basis of uninterrupted length of continuous full-time service with the Employer. A termination of employment lasting less than thirty-one (31) 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.

Classification/rank seniority shall be defined as uninterrupted length of continuous service in rank or job classification. Such rank classification seniority shall be used for any seniority-based shift selection provisions.

The term seniority in the agreement shall mean employment seniority unless otherwise stated as classification/rank seniority.

Section 2. An approved leave of absence 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 the approved leave.

Section 3. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

Section 4. Employees shall lose all seniority and employment rights upon any of the following:

A. discharge for just cause;

B. retirement;

C. layoff in excess of twenty-four (24) months;

D. failure to return to work within seven (7) days after responding to notice of recall from layoff, unless the failure to return within such days is not within the control of the employee, or within such days the Employer agrees to an alternate date for the employee to return to work;

E. failure to return to work upon expiration of a leave of absence;

F. absence of three (3) or more consecutive work days without calling in;

G. absence of three (3) or more consecutive work days without reasonable excuse;

H. resignation from employment with the Employer

Section 5. The Employer shall post a seniority list, once every twelve (12) months, on the bulletin board showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request.

Section 6. Bargaining unit employees, who at the time a layoff occurs have eighteen (18) months or less of seniority, shall retain their seniority for a period equal to their seniority.

ARTICLE 11
VACANCY AND PROMOTIONS

Section 1. When the Employer determines that a permanent vacancy exists in Bargaining Unit #2, notice of such vacancy shall be posted on the Employer's bulletin board for ten (10) calendar days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application, furnished by the Employer, to the Employer. The Employer shall not be obligated to consider any applications submitted after the expiration of the ten (10) calendar day period or that do not meet the qualifications of the vacant position.

Section 2. Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position, pending the Employer's determination to fill the vacancy on a permanent basis. No temporary appointment shall normally exceed a period of ninety (90) calendar days; however, should such appointment(s) exceed such period, the Employer agrees to provide the Union with reasonable justification through written notification as to why said extension has occurred.

Section 3. Applicants for a vacant or newly created position(s) within Bargaining Unit #2 shall be reviewed and awarded based on the following criteria: qualifications, education, performance, and experience. Should two (2) or more applicants be determined substantially equal, seniority will be the determining factor. The Employer agrees to review and consider a bargaining unit employee's application prior to giving consideration to applications from outside of the Department.

Section 4. In the event the applicant selected is from Bargaining Unit #1, and therefore promoted into Bargaining Unit #2, the employee's accrued seniority shall be transferred effective the date the employee begins performing the duties of the promoted position. Further, the promoted employee shall serve a promotional probationary period, not to exceed six (6) months, beginning on the date the employee begins performing the duties of the promoted position and be paid the applicable hourly rate. Finally, during the promotional probationary period, said employee shall be paid in accordance with the probationary salary schedule incorporated in Article 28, Wages, Section 2. Should the vacancy be filled by a newly hired employee, said employee shall be required to serve a probationary period pursuant to Article 9, Probationary Period.

Section 5. During the promotional probationary period, the Chief will conduct two (2) performance evaluations to determine the promoted employee's ability to continue performing the duties of the position.

ARTICLE 12
TRAINING

Section 1. The Employer shall post a notice annually of available Employer approved training, relevant to the duties and responsibilities of the respective classifications. Employees who request relevant training shall be considered on a rotating basis, subject to work load requirements, availability of personnel, and funding. Further, all training shall be subject to the approval or denial of the Employer/Chief. Any mandatory training pursuant to the employee's classification shall be paid by the Employer.

ARTICLE 13
LAYOFF AND RECALL

Section 1. When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected employees at least fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

Section 2. The Employer shall determine when and in which particular classification(s) layoffs will occur. Employees will be laid off in accordance with their departmental seniority within their respective bargaining unit(s) beginning with the employee with the least seniority. An employee(s) in Bargaining Unit #2 who is affected by a layoff may "bump" or displace the least senior employee in Bargaining Unit #1, provided the employee has more seniority than the employee in Bargaining Unit #1. When two (2) or more employees have the same seniority date, the date of application for employment shall become the determining factor in who is first laid off.

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

layoff occurs have eighteen (18) months or less seniority with the Employer, shall be placed on a recall list for the period equal to their seniority at the point in time the layoff occurred.

Section 4. Notice of recall from a layoff shall be sent to the employee by registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 5. In the case of a layoff, the recalled employee shall have three (3) calendar days following the receipt of the recall notice to respond to the Employer/designee and no more than seven (7) calendar days to return to work, unless the Employer agrees to an alternative date for the employee to return to work.

Section 6. Affected employees covered by this agreement shall have the ability to grieve the effects of a layoff through the grievance procedure as provided herein.

Section 7. The Employer agrees that no part-time employee(s) shall be used to replace a full-time employee who is in layoff/recall status.

Section 8. Bargaining unit work shall consist of patrol officers and supervisors, or any other work normally performed by bargaining unit members. Bargaining unit employees shall perform bargaining unit work. Non-bargaining unit employees shall not be used to displace any bargaining unit employees.

ARTICLE 14
GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement, nor those matters not covered by this agreement.

Section 2. All grievances must be processed at the proper step in order to be considered at subsequent steps.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon Management's last answer.

Any grievance not answered by Management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

Section 3. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. The Employer agrees that grievances may be

processed during work hours inasmuch as they do not interfere with the work day/work assignments and overburden Township resources/equipment. In furtherance of this objective, the following procedure shall be followed:

Step 1

In order for an alleged grievance to receive consideration under this procedure, the grievant, with the appropriate Union representative, if the former desires, must verbally identify the alleged grievance to the Chief of Police within seven (7) calendar days of the occurrence, or the employee's reasonable knowledge of the occurrence, not to exceed sixty (60) calendar days, prior to the incident that gave rise to the grievance.

If the grievance is not resolved verbally between the parties, the employee, with the appropriate Union representative, if the former desires, shall reduce the grievance to writing within seven (7) calendar days following the Chief's response, and submit the grievance to the Chief of Police. The Chief shall investigate and respond in writing to the grievance within ten (10) calendar days following the date the grievance was submitted.

Step 2

If the grievance is not resolved in Step 1, the employee, with the appropriate Union representative(s), if the former desires, may refer the grievance to the Employer/Designee within ten (10) calendar days after receiving the Step 1 reply. The Employer/Designee shall have ten (10) calendar days in which to schedule a meeting with the aggrieved employee and his appropriate Union representative(s), if the former desires. The Employer/Designee shall investigate and respond to the grievant and/or appropriate Union representative(s) within fourteen (14) calendar days following the meeting.

Step 3 - Arbitration

If the grievance is not satisfactorily settled in Step 2, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within ten (10) calendar days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

Upon receipt of a request for arbitration, the Employer or his designee and the representative of the Union shall within ten (10) calendar days following the request for arbitration jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall select an arbitrator within ten (10) calendar days from the date the list of seven (7) arbitrators is received. Prior to striking, either party shall have the option to completely reject the list of names provided by the FMCS and request another list. The parties shall then use the alternate strike method from the accepted list of seven (7) arbitrators submitted to the parties by the FMCS. The Union shall be the first to strike a name from the list, and then the Employer shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this agreement; nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said 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 the Step 1 of the grievance procedure, subject to the thirty (30) day period described therein.

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 alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. The decision of the arbitrator shall be final and binding. All costs directly related to the services of the arbitrator shall be paid by the losing party.

Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 4. All grievances must contain, within reason, the following information to be considered, and must be filed using the grievance form mutually agreed upon by both parties:

1. Aggrieved employee's name and signature;

2. Aggrieved employee's classification;

3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed;

4. Date grievance was filed in writing;

5. Date and time grievance occurred;

6. The location where the grievance occurred;
7. A description of the incident giving rise to the grievance;

8. Specific articles and sections of the agreement violated;

9. Desired remedy to resolve the grievance.

Section 5. A grievance may be brought by any employee covered by this agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 6. Any grievance that originates from a level above Step 1 of the grievance procedure may be submitted directly to the step or level from which it originates.

Section 7. The Employer shall provide the Union with a list of Management's designated representatives for each step of the grievance procedure.

ARTICLE 15
LABOR-MANAGEMENT CONFERENCE

Section 1. In the interest of effective communications, either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party at least five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management Conference shall be scheduled within ten (10) days of the date requested, but no more frequently than semi-annually, unless both parties agree to meet more frequently. These meetings shall not be regarded in any form as negotiation meetings.

Section 2. The purpose of such meeting shall be limited to:

A. Discuss the administration of this agreement;

B. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;

C. Disseminate general information of interest to the parties;

D. Give the Union representative the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members;

E. Discuss ways to increase productivity and improve efficiency;

F. Consider and discuss health and safety matters relating to employees;

G. Discuss matters pertaining to the administration of the non-discrimination provisions of this agreement.

Section 3. There shall be no more than two (2) Union representatives in attendance at the Labor-Management Conference. There shall be no more than two (2) Employer representatives at the Conference.

ARTICLE 16
BULLETIN BOARDS

Section 1. The Employer agrees to provide one (1) bulletin board at the Police Department for use by the Union.

Section 2. All Union notices which appear on the bulletin board shall be signed, posted, and removed by the Local Union Officer during non-work time. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

A. Union recreational and social affairs;

B. Notice of Union meetings;

C. Union appointments;

D. Notice of Union elections;

E. Results of Union elections;

F. Reports of non-political standing committees and independent non-political arms of the Union; and

G. Non-political publications, rulings, or policies of the Union.

All other notices of any kind not covered "A" through "G" above must receive the prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

A. Personal attacks upon any other member or any other employee;

B. Scandalous, scurrilous, or derogatory attacks upon the administration;

C. Attacks on any employee organization, regardless of whether the organization has local membership; and

D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 3. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the Union.

Section 4. Violation of any provisions of this article shall subject the Union to revocation of bulletin board posting privileges by the Employer.

ARTICLE 17
CORRECTIVE ACTION

Section 1. No non-probationary employee shall be disciplined, reduced in pay, suspended, or discharged except for just cause.

Section 2. Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective and progressive manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 3. Whenever the Employer and/or its designee determines that there may be cause for an employee to be disciplined (suspended, reduced, or discharged), a predisciplinary meeting will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct.

Section 4. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this agreement. The Employer agrees that any disciplinary action shall be issued within a reasonable time period following the Employer's knowledge of the incident giving rise to such discipline.

Section 5. Records of disciplinary actions shall cease to have force and effect, providing, however, that no intervening discipline has occurred, from the date of the incident based on the following schedule:

Verbal and/or written reprimand	18 months
Suspension, reductions in pay	30 months
Suspensions, reductions in pay involving abuse of weapons	36 months

Section 6. When an employee is to be interviewed or questioned concerning a complaint or allegation of misconduct, the employee shall be informed, prior to the interview, of the nature of the investigation and whether the employee is the subject of the investigation or a witness in the investigation.

Section 7. The Employer shall normally conduct all interviews of an employee under investigation during the employee's regularly scheduled working hours. Employees will be in paid status during interviews if held during the employee's normal work hours.

Section 8. Prior to an interview or questioning which might lead to disciplinary action, the employee shall be advised of his or her rights to Union representation. If the employee so requests, no interview or questioning will occur until the employee has secured such representation.

An employee who is to be interviewed, questioned, or tested concerning his or her performance or fitness for duty shall be informed that the interview, questioning, or test is part of an official investigation and that the employee is subject to disciplinary action, including dismissal, for failing to cooperate or answer the questions. The employee will be advised that the results or the answers given may not be used against him or her in criminal proceedings.

Section 9. If at any time during the investigation it is believed the employee has knowledge or, or has participated in, any action which violates the criminal laws of the United States, the State of Ohio, or any of its political subdivisions, the employee shall be advised of and afforded all constitutional and other legal rights applicable.

All interviewing, questioning, or testing shall be done in a professional manner, with questions posed by one investigator at a time. No threats or promises will be made to induce an answer to a question. Reasonable breaks for necessities will be permitted.

If a tape recording or transcript of any interview or questioning is to be made, the Employer shall advise the employee or his representative of such recording or transcription prior to the start of the interview or questioning. A copy of the tape recording or transcript will be provided upon request. Any cost related to a tape recording or transcript shall be shared by the Employer and the Union.

Section 10. No Disciplinary Action Taken. When no disciplinary action is to be taken as a result of an investigation, the employee shall be so advised within a reasonable period of time after conclusion of the investigation.

Section 11. Anonymous Complaints. No disciplinary action may be brought solely as the result of anonymous complaints. However, the Employer reserves the right to investigate any/all anonymous complaints when deemed necessary.

ARTICLE 18
HOURS OF WORK/OVERTIME

Section 1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the

purpose of promoting efficiency or improving services, or from establishing the work schedules of employees~~,~~. Such restructuring shall not be done for the purpose of avoiding payment of overtime. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

The normal work day shall consist of twelve (12) consecutive hours within a twenty-four (24) hour period which shall include a lunch period of one-half (1/2) hour. A work day shall begin at the bargaining unit member's start of his shift. Each work shift shall have a regular starting time and quitting time. Eighty-four (84) hours in a fourteen (14) day cycle shall constitute a normal work cycle.

The fourteen (14) day cycle shall be computed between 12:01 a.m. Sunday and 12:00 o'clock midnight Saturday, fourteen (14) days later.

Section 3. When an employee is required by the Employer to work more than twelve (12) hours in a work shift and/or eighty-four (84) hours in a fourteen (14) day cycle, as defined in Section 2 above, he shall be paid overtime pay for all time worked in excess of the eighty-four (84) hours or twelve (12) hours in a work day, or at his option, he may elect to take compensatory time off pursuant to Sections 4 – 8 of this article. Overtime pay shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.

An employee who is forced/required by the Chief to report to work on a day he is not scheduled to work shall be paid time and one-half (1 1/2) for all time worked.

This schedule shall be effective the first full pay period following execution of this agreement and remain in effect for six (6) months.

Prior to the end of the six (6) month period, the representatives of the parties shall meet to discuss the overall effectiveness of a twelve (12) hour work day. The continuation of such twelve (12) hour work day shall be done by mutual agreement between the parties. Should mutual agreement not be reached, the work schedule will revert back to the previous forty (40) hour/eight (8) hour shifts.

Section 4. Employees electing to take compensatory time off in lieu of pay for overtime hours worked shall so inform the Employer and shall be permitted to take one and one-half (1 1/2) hours compensatory time for every eligible overtime hour worked.

Section 5. Employees may not accumulate or maintain more than one hundred twenty (120) hours of compensatory time to their credit. Employees may "cash out" up to forty (40) hours of compensatory time with the payment made to the employee in May of each contract year.

Section 6. The taking of compensatory time by employees is subject to the staffing and work load requirements of the Department, and may be denied if staffing and work load requirements so mandate. A three (3) calendar day notice of the intended use of compensatory time shall be given the Employer by the employee unless emergency circumstances make such notification impossible, in which case the Employer may waive the advance notice

requirement. It is understood and agreed that no more than one (1) employee shall be granted compensatory time off during a twenty-four (24) hour period. Additional employee(s) may be granted compensatory time off during a similar time period at the sole discretion of the Chief.

Section 7. Compensatory time may be used on the day before or the day after a holiday with no more than one (1) employee in the bargaining units allowed off on any given day. Further, such requests are subject to the provisions of Section 6 herein.

Section 8. An employee will be entitled to compensation, at time and one-half (1 1/2) of the applicable rate of pay, i.e., the rate at which it was earned, for all actual overtime hours worked and not compensated by use of compensatory time upon separation or retirement.

Section 9. There shall be no pyramiding of overtime payments.

Section 10. The Employer agrees to post, four (4) weeks in advance, the work schedule(s) for employees covered by this agreement. It is understood and agreed that the Employer may deviate from this advance notice requirement based on emergency situations and/or availability of qualified personnel.

Section 11. Effective to the first pay period following January 1, 1995, employees shall receive their paychecks on a bi-weekly basis, with pay days on Friday.

ARTICLE 19
OVERTIME DISTRIBUTION

Section 1. When the Employer determines that overtime scheduling is necessary, overtime shall be filled according to an overtime equalization list. Overtime shall be offered by rotation to the most senior employee, at the top of the list, and ending with the least senior employee. Once an employee accepts or declines overtime, that employee will be marked for the hours offered, regardless whether or not that employee accepts the hours. That employee will then be placed at the bottom of the rotation list.

ARTICLE 20
PERSONNEL FILES

Section 1. It is recognized by the parties that the Employer may prescribe regulations for the custody, use and preservation of records, papers, books, documents and property pertaining to the Township and/or Police Department. However, every employee shall be allowed to review his personnel file during non-duty time upon written request. A Union representative may also be granted access to the employee's file during non-duty time where such access is authorized in writing in advance by the employee.

Section 2. If an employee, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he has access, the employee may write a memorandum, limited to one (1) 8-1/2" x 11" sheet of paper, to the Chief or his representative

explaining the alleged inaccuracy. If, upon investigation, the Chief or his representative sustains the allegations, he shall do one of the following:

A. the employee's memorandum shall be attached to the material in question and filed with it, and the Chief or his representative may note thereon his concurrences;

B. the Chief or his representative shall remove the inaccurate material from the personnel file if he feels that the inaccuracies warrant such removal.

Section 3. Each employee shall be afforded the opportunity during non-duty hours to voluntarily enter into his file favorable data not so previously included, such as verifiable letters of commendation, diplomas, awards and/or other descriptions of professional/educational accomplishments and advancements.

ARTICLE 21
HEALTH AND SAFETY

Section 1. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to make every reasonable effort to provide safe working conditions and working methods for his employees. The employee(s) accepts the responsibility to maintain his cruisers, equipment, and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions, and will make every reasonable effort to correct any which are found and see that the safety rules and safe working methods are followed by bargaining unit employees.

ARTICLE 22
SICK LEAVE/FUNERAL LEAVE

Section 1. Sick leave credit shall be earned at the rate of four and six tenths (4.6) hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of fifteen (15) days, or one hundred twenty (120) hours per year. Unused sick leave shall accumulate without limit.

Section 2. An employee who has prior law enforcement service with the State of Ohio or any political subdivision within Trumbull County may be given credit for any earned but unused sick leave balances as a result of such prior public employment upon verification of such balances to the Employer, except that deduction shall be made for any payment of credit given by the previous Employer in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from such public service, as defined herein, may be placed on his credit as provided by this section upon his employment with the Employer provided that such employment takes place within ten (10) years from the date on which the employee was last separated from public service as defined herein.

Section 3. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with the appropriate sections of this agreement.

Section 4. Sick leave shall be charged in minimum units of one (1) hour. Employees shall be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 5. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

A. Illness or injury of the employee, illness or injury of an employee's immediate family where the employee's presence is substantiated and approved by the Chief;

B. Medical, dental or optical examinations or treatment of employee which cannot be scheduled during non-working hours;

C. A member of the immediate family is afflicted with a contagious disease and due to exposure to the contagious disease, the presence of the employee at his job would jeopardize the health of others; and,

D. Pregnancy and/or childbirth and other conditions related thereto.

Section 6. Three (3) days of paid leave may be granted to the employee who provides proof of attendance at the funeral of: brother, sister, spouse, child, mother, father, or other person standing in loco parentis (in place of a parent) to the employee. Up to two (2) days of paid leave may be granted to the employee who provides proof of attendance at the funeral of: father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents. Funeral leave days must be consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive work days will be scheduled with the approval of the Employer. Funeral leave days will not be charged against an employee's accrued but unused sick leave balance.

Section 7. The Employer shall require an employee to furnish a standard written and signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate may be grounds for disciplinary action.

Section 8. When an employee is unable to work, he shall notify the Chief or other designated person no less than two (2) hours prior to the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the Chief.

Section 9. Employees intentionally failing to comply with sick leave rules and regulations may not be paid. Application for sick leave with intent to defraud may be grounds for disciplinary action, together with a refund by the employee of any salary or wages paid in connection with such non-compliance by the employee.

Section 10. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his duties. Such physician's statement shall be required for absence of three (3) or more consecutive work days due to illness. Whenever the Employer suspects abuse of the use of sick leave, he may require proof of illness in the form of a physician's statement of disability to approve the use of such leave.

Section 11. The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Employer.

ARTICLE 23
CONVERSION OF UNUSED SICK LEAVE

Section 1. An employee who is both eligible for and elects to take his public employee retirement benefits shall be entitled to convert accrued but unused leave to a cash payment on the following basis:

> An employee may receive, after completion of ten (10) years of continuous service with the Bazetta Township Police Department, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed 240 hours of pay. For the purpose of this provision, retirement shall be considered that criteria established for retirement from active service with the Department at the time of separation under the Public Employees Retirement System (PERS).

ARTICLE 24
LEAVE OF ABSENCE

Section 1. The Employer may grant a leave of absence without pay to the employee for a maximum duration of sixty (60) calendar days per calendar year upon the written request by the employee for any personal reason. An employee's written request for a leave of absence must be submitted to the Chief at least sixty (60) calendar days prior to the beginning date of such leave. The authorization of a leave of absence without pay is a matter of administrative discretion. In the event such personal leave is requested due to medical reasons, such request shall be reviewed by the Chief/Employer on a case-by-case basis. Further, such request shall be subject to the provisions of Section 3 herein.

Section 2. The Employer may, upon the receipt of approved medical certification, grant an employee who is unable to work because of sickness, injury, or illness, including pregnancy-related matters, and who has exhausted all available paid leave, an unpaid leave of absence for a period not to exceed one (1) year. If an employee has been granted a leave of absence as defined in Section 1 above, such time granted will be included in the one (1) year period, if applicable.

Section 3. An employee who requests an unpaid leave of absence as defined in Section 1 and/or 2 above shall submit to the Employer a signed physician's statement to include the following information:

1. Nature of the sickness, injury, or illness;

2. Date leave shall begin and approximate date of termination of such leave;

3. Statement that employee is unable to perform his regular duties.

Section 4. The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position any time during such unpaid leave of absence as defined in Section 2 above. The cost of the examination shall be paid by the Employer.

Section 5. Upon completion of such a leave of absence, the employee shall be returned to the position which he formerly occupied or to a similar position if his former position no longer exists. He may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by the Employer. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer shall impose discipline up to and including discharge. Failure to return to work upon the expiration or notification of cancellation of a leave of absence shall be just cause for removal.

ARTICLE 25
SERVICE CONNECTED DISABILITY

Section 1. In the event an employee is injured while in the performance of his job duties or contracts a service connected illness, the Employer shall grant to an employee who filed the appropriate application, and who is required to be absent from work as the result of said injury or illness, temporary disability pay as described herein, not to exceed one hundred twenty (120) calendar days from the date of the reported injury or illness. Such payment may be granted under the following conditions:

A. The Employer shall review each individual reported case of injury or illness, receive a written report from the Chief, and be satisfied that such injury occurred during the performance of the employee's duties with the Employer.

B. The Employer shall receive a written report from a licensed physician, psychologist, or hospital stating that the absence is a direct result of the injury or illness and that the employee is totally unable to perform his normally assigned duties.

C. If an employee files for Temporary Total Disability, or is working elsewhere during the time the employee claims to be disabled from his job, temporary disability pay and benefits will immediately stop.

D. If the Employer does not certify a claim, the employee will be permitted to use his sick leave or vacation leave which shall be reimbursed if, after the Bureau of Workers' Compensation or the administrative appeals process, whichever stage finalizes the process, it is found by the Bureau of Workers' Compensation, Industrial Commission, or a court that the claim was incurred in the performance of the employee's job duties for the Employer.

E. If, after the Bureau of Workers' Compensation or the administrative appeals process, whichever stage finalizes the process, it is found by the Bureau of Workers' Compensation, Industrial Commission, or a court that the claim was not incurred in the performance of the employee's job duties for the Employer, the employee must reimburse the Employer for all temporary disability pay and benefits used, in accordance with Section 2 of this article.

F. Any employee granted temporary disability pay will be required to apply for, attend, and fully cooperate with the Bureau of Workers' Compensation Rehabilitation Program.

G. After every thirty (30) calendar days of temporary disability pay, up to one hundred twenty (120) days, the Employer may request that the employee undergo a medical review at the Employer's expense.

1. This medical review will be used to grant or deny a request of continued temporary disability leave.

    a. If the physician determines that the employee is unable to work in any status, temporary disability leave shall be continued for an additional thirty (30) calendar days, up to a maximum of one hundred twenty (120) calendar days.

    b. If the physician determines that the employee is able to work in a "light duty" status, the employee shall return to work subject to the Employer's "light duty" policy.

2. In no event will the Employer continue to pay temporary disability leave or any other benefit after a doctor's determination that the employee is fit for work and the employee does not return to work.

H. Wages and all benefits for those on temporary disability leave will be continued up to a maximum of one hundred twenty (120) calendar days in a twelve (12) month period from the date of injury, if all of the requirements herein are met.

I. Upon the exhaustion of temporary disability pay and benefits under this article, an employee who is unable to return to work may file for Temporary Total Disability through the Bureau of Workers' Compensation, but will not be eligible for benefits from the Employer, including sick leave and vacation accrual.

1. If the claim for Temporary Total Disability, through the Bureau of Workers' Compensation, is certified/approved by the Employer, the employee may request to receive seventy-two percent (72%) of his weekly net wages for up to an additional eight (8) months.

2. Upon receiving payment from the Bureau of Workers' Compensation, the employee shall forward/reimburse said payment to the Employer. In the event the payment made by the Employer exceeds the amount paid by the Bureau of Workers' Compensation, such difference shall be remitted to the Employer in accordance with Section 2 of this article.

3. Hospitalization benefits for an employee who has exhausted temporary disability pay and benefits and who has filed for Temporary Total Disability through the Bureau of Workers' Compensation will be continued for a period of up to twelve (12) months from the date of injury so long as that employee continues to provide the Employer with doctor's reports stating that he is unable to return to work every thirty (30) days.

4. An employee who has filed for Temporary Total Disability through the Bureau of Workers' Compensation and who has exhausted temporary disability pay, hospitalization benefits, and is no longer eligible to receive seventy-two percent (72%) of his weekly net wages as advances on Workers' Compensation payments, may petition the Employer, in writing, to extend the time period in which he may receive hospitalization benefits and advancements on Workers' Compensation.

   a. The granting of such an extension of hospitalization benefits and advancements on Workers' Compensation payments shall be reviewed on a case-by-case basis and shall be at the sole discretion of the Employer.

   b. The employee shall continue to be obligated to forward/reimburse the Employer as provided by the provisions of this article.

J. Wages, for the purposes of this article, shall be defined as the employee's regular hourly rate (base rate plus applicable longevity) multiplied by forty (40) hours per week.

1. All wages paid under this article shall be subject to normal withholdings (federal taxes, state taxes, local taxes, pension contributions, and any employee authorized deductions).

2. Wages paid under this article shall be paid in accordance with the Employer's normal payroll schedule.

In the event an employee is required to reimburse the Employer under the provisions of this article and the repayment of all or any of the payments received from the Employer has not been reimbursed to the Employer, the Employer shall deduct all monies owed based upon the following schedule:

1. Pursuant to Article 23, Conversion of Unused Sick Leave, when applicable, or

2. Compensatory time, or

3. Vacation Leave, Personal Leave, or

4. Employee's Final Paycheck.

Nothing contained herein shall be construed to prevent the Employer from seeking recovery of monies owed through any other available legal means.

Falsification of claims, written statement, or physician certificates shall be grounds for disciplinary action, which may include dismissal.

ARTICLE 26
HOLIDAYS

Section 1. Bargaining unit employees with at least six (6) months of service with the Employer shall be entitled to the following paid holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Section 2.

A. Eligible employees, as defined herein, shall receive eight (8) hours of holiday pay for each of the above-referenced holidays.

B. If an employee performs work on a holiday, he shall be paid, in addition to twelve (12) hours holiday pay, one and one-half (1 1/2) times his regular straight time hourly rate of pay for all hours worked up to twelve (12) hours. This rate of pay for work performed shall only be paid when an employee works on the actual holiday in that particular pay period.

Any time worked on a holiday in excess of a twelve (12) hour shift noted herein shall be paid at double time (2x) the employee's regular straight time rate.

ARTICLE 27
VACATION

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

Length of Service	Vacation
Less than one (1) year	None
One (1) year through five (5) years	80 hours
Six (6) years through ten (10) years	120 hours
Eleven (11) years through fifteen (15) years	160 hours
Sixteen (16) years through twenty (20) years	200 hours
21 years and over	240 hours

Such vacation leave shall be accrued to employees at the following rates:

Annual Vacation Entitled To	Credited Per Period
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours
240 hours	9.2 hours

Employees shall earn/be credited with vacation leave while in active pay status.

Section 2. No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer. Effective January 1, 1996, and/or each January 1 thereafter, full-time employees who have completed the one (1) year of service shall be credited their individual vacation amount for that calendar year. In the event an employee uses vacation leave that has been credited/advanced, but not earned, and said employee leaves the employment of the Employer for any reason prior to earning the amount used, the employee shall reimburse the Employer all monies paid for such leave. Reimbursement to the Employer shall be made based on the following schedule:

1. employee's regular paycheck;

2. deduction of vacation leave payment pursuant to Section 5 and 7 herein;

3. any accrued but unused compensatory time pursuant to Article 18, Sections 5 and 8;

4. Article 23, Conversion of Unused Sick Leave, when applicable;

5. employee submitting payment (cash or check) to the Employer.

Section 3. Vacations shall be taken in minimum increments of eight (8) hours. Vacations are scheduled in accordance with the work load requirements of the Employer. For this reason, the Employer shall require vacation requests to be made prior to April 1 of each calendar year. The vacation schedule shall be posted no later than April 30. When requesting vacation leave, employees shall, if applicable, submit their request for vacation carryover. Vacation leave requests submitted prior to April 1 shall be awarded based on seniority. Should an employee fail to submit vacation requests prior to April 1, the granting of vacation leave will be subject to the staffing and work load requirements of the Department, as determined by the Board of Trustees/designee.

Section 4. An employee wishing to change his scheduled vacation shall give the Employer thirty (30) days advance notice. All changes in the schedule shall be made on a first-come/first-served basis for those unscheduled and available weeks remaining. The Employer may waive the advance notice requirements.

The Employer shall make a reasonable attempt to accommodate an employee's request for such vacation time herein; however, the Employer shall have the right to deny vacation requests if work load requirements so mandate.

Section 5. The Employer shall permit an employee to carry vacation from year to year not to exceed three (3) years, and limited to a maximum of thirty (30) days. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the stated accrual. Such leave shall be eliminated from the employee's leave balance. The Employer shall post on the bulletin board in January and July a list of bargaining unit employee's accumulated unused vacation leave.

Section 6. Days specified as holidays in this agreement shall not be charged to an employee's vacation leave.

Section 7. An employee is entitled to compensation, at his current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to his credit, to the maximums set forth in this article.

Section 8. In the case of the death of an employee, the unused vacation leave to the credit of such employee shall be paid to the deceased employee's spouse, or to the estate of such

employee. Employees shall be required to provide written documentation as to their beneficiary for the purposes of this section.

Section 9. Effective January 1, 2011 non-probationary employees covered by this agreement shall be granted three (3) twelve (12) hour personal days leave with pay. Employees shall be required to give the Employer or Chief at least a ten (10) working day advance notice when requesting such leave. The granting of such personal leave is subject to the staffing and work load requirements of the Department, and may be denied if staffing and work load requirements so mandate. Special consideration shall be given in the event of a personal emergency, and such time period (i.e., ten (10) work day notice) may be waived at the sole discretion of the Chief. The personal leave day must be taken in the year earned and may not be carried over from one (1) year to the next.

ARTICLE 28
CALL-IN PAY

Section 1. An employee, who is required to report to work at a time that does not abut his regular shift, or is not court related as described herein, shall be paid a minimum of four (4) hours pay at the appropriate rate of pay.

Section 2. The Employer may reassign the employee who is called in within the Department in order to provide work for that employee. If an employee elects to refuse the reassigned work, the employee shall be paid for only those hours actually worked and negate the Employer's obligation for compensation as provided in Section 1 herein. Such reassignment shall not be made for the sole purpose of avoiding payment under this section.

ARTICLE 29
COURT TIME

Section 1. Employees in an off-duty status who must appear in court in reference to their official duties as an employee of the Bazetta Police Department shall receive a minimum of three (3) hours pay at one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay.

ARTICLE 30
UNIFORM AND EQUIPMENT ALLOWANCE

Section 1. A newly hired probationary employee shall be entitled to an initial uniform allowance of $425.00, which shall be utilized to purchase departmentally approved clothing and/or equipment. A newly hired probationary employee may, after the completion of six (6) months of satisfactory duty, be entitled to an annual uniform allowance in accordance with the provisions of Section 2 herein.

Should an employee fail to successfully complete their probationary period, said employee shall reimburse the Employer any monies forwarded to the employee.

Section 2. The annual uniform and equipment allowance shall be paid in accordance with the following schedule:

Effective December 1, 2011	$875.00 per contract year
Effective December 1, 2012	$875.00 per contract year
Effective December 1, 2013	$875.00 per contract year

Eligible employees shall receive a lump sum payment of the above-referenced amount in the first full pay period following December 1st of each year of the agreement.

Section 3. The Employer shall continue to provide bullet-proof vests, weapons, ammunition, and leather equipment, as determined by the Employer.

Section 4. The above-referenced amounts paid to bargaining unit employees shall be used for the purchase, maintenance, and replacement of worn and/or damaged equipment and/or clothing. Employees are expected to report for duty properly attired.

ARTICLE 31
WAGES

Section 1. Effective January 1, 2012 employees in the bargaining units will be compensated at the following hourly rates of pay:

Patrol Officers	$22.66
Sergeants	$24.93

On or about October 1, 2011, this article shall be subject to a re-opener to negotiate wages for 2012 and 2013. The re-opener shall be conducted in accordance to ORC Chapter 4117, and shall be followed by the parties for term of this agreement.

Section 2. Employees hired after January 1, 2011, shall be paid a starting probationary rate of eighty-five percent (85%) of the hourly rate of pay in effect at the time the employee begins employment with the Employer. Upon completion of each six (6) month period in the probationary period, said employee shall receive a five percent (5%) increase. Upon successful completion of the individual probationary period, an employee shall be compensated at the rate of pay in effect for the classification in which the employee is performing the work. The provisions of this section only may be waived at the sole discretion of the Employer.

Section 3. Officer In Charge (OIC) Pay. Whenever the Chief of Police assigns a patrol officer the duties and responsibilities of a sergeant, the patrol officer shall receive, in addition to his hourly rate of pay, fifty percent (50%) of the difference between the patrol officer's hourly rate of pay and the sergeant's hourly rate of pay for all hours spent on such assignment.

Example:	Sergeant	$17.00 per hour
	Patrol Officer	$16.00 per hour
	Difference	$1.00 per hour
	OIC would be paid	$16.50 per hour

The Employer shall not be obligated to compensate an employee under the provisions of this article in the event there is only one officer scheduled for duty.

ARTICLE 32
LONGEVITY

Section 1. In addition to an employee's hourly rate of pay, as provided in Article 31, Wages, each full-time employee shall receive longevity pay of five cents ($.05) per hour for all hours worked based upon years of service as defined in Article 10, Seniority.

Section 2. Employees hired after October 1, 1987, must complete five (5) years of continuous service with the Employer to be eligible for longevity pay for all service with the Township after January 2, 1994.

ARTICLE 33
BENEFITS/HOSPITALIZATION

Section 1. The Township shall provide single and family hospitalization, prescription, dental, and eye care coverage for full-time employees. Newly hired probationary employees shall be eligible for coverage following their first day of receiving compensation. Each employee, through payroll deductions, shall pay the following amounts per pay period:

Beginning the first full pay period following the execution of this agreement, employees shall pay, per pay period the following payment towards the hospitalization coverage:

Single Coverage:	$12.00 per pay
Employee/Dependent	$18.00 per pay
Employee/Spouse	$25.00 per pay
Family	$33.00 per pay

Section 2. If during the life of this agreement it becomes necessary for the Employer to change carriers or modify coverage, the Employer agrees to meet with the Union in advance of such action for the purpose of discussing the change in carriers and/or coverage.

Section 3. Notwithstanding the provision(s) of Sections 1 and 2 of this article, which provide for health care coverage, the Union agrees that the Employer may offer alternative health care coverage program(s) during the term of this agreement.

The terms and conditions of such alternative programs shall be determined by the Board of Trustees. The cost and/or terms and conditions of said program(s) shall be at the discretion of the Board of Trustees and may be subject to change.

In the event of changes in the cost and/or terms and conditions of such alternative programs, affected employees may withdraw from said program and shall be entitled to the benefits described in Sections 1 and 2 herein.

Section 4. The Employer shall provide each full-time bargaining unit employee with a twenty-five thousand dollar ($25,000) life insurance policy including a double indemnity clause.

Section 5. Any full-time bargaining unit employee may waive health plan (hospitalization and prescription only) coverage and be paid no more than twenty percent (20%) of the cost of the applicable premium per month in lieu of such coverage. To be eligible for such waiver, the full-time employee must be eligible for coverage under his/her spouse's health care plan. The waiver must be requested, in writing, to the Fiscal Officer thirty (30) days prior to the beginning of any billing cycle. Applicable waiver amounts are payable by the Employer to the applicable employee(s) in January of each year. Employees may elect to enroll in the health plan by submitting prior written notification to the Fiscal Officer. Health coverage will commence with the applicable date following the next open enrollment period. At the time of actual enrollment, the employee shall forfeit the waiver. Notwithstanding the provisions above, if a change of status occurs which meets plan requirements, an employee may elect to enroll in the health plan by submitting prior written notification to the Fiscal Officer and coverage shall commence in accordance with the terms of the plan.

ARTICLE 34
SHIFT ASSIGNMENTS

Section 1. During the term of this agreement, employees may trade assigned shifts with other employees within their respective classification, subject to the following provisions:

A. Such trade shall be mutually agreed upon by the affected employees.

B. Such trade shall not create and/or obligate the Employer to pay overtime.

C. Such trade shall have the prior approval of the Chief of Police.

D. The Employer retains the right to set/schedule work hours, staffing levels, and/or work assignments.

Section 2. An employee may "bump" or displace a less senior employee, defined as classification seniority/time in rank, within their respective classification, from a shift assignment subject to the following provisions:

A. The less senior employee shall be give a four (4) week advance notice, in writing, of the intent to bump him from a shift assignment.

B. The "bump" or displacement shall not create and/or obligate the Employer to pay overtime.

C. The "bump" or displacement shall have the prior approval of the Chief of Police.

D. The Employer retains the right to set/schedule work hours, staffing levels, and/or work assignments.

ARTICLE 35
USE OF TOWNSHIP VEHICLES

Section 1: The assignment and use of Bazetta Township Police Department vehicles, such as patrol cars, shall be at the sole discretion and direction of the Bazetta Township Police Chief. Patrolmen who reside in Bazetta Twp. will be provided with a patrol car, while non-resident patrolmen may be given a patrol car as determined by the Police Chief.

ARTICLE 36
DRUG FREE WORKPLACE

Section 1. The parties agree that a Drug Free Workplace is in the best interests of the employee and those we serve in Bazetta Township. Accordingly, the parties agree to participate in a program that meets the standards established by the Ohio Bureau of Workers' Compensation for a Drug Free Workplace.

Section 2. The program will include:

1. Written policy;

2. Employee education;

3. Supervisor training;

4. Drug and alcohol testing;

5. Employee assistance.

Section 3. Drug and Alcohol Testing will occur at a DHHS lab and will include:

1. Pre-employment drug testing;

2. Reasonable suspicion drug and alcohol testing;

3. Post-accident drug and alcohol testing.

Section 4. Testing for drugs will be a "Drug/Urinalysis 9-Panel Test":

- Amphetamines
- Barbiturates
- Benzodiazepines (Valium, Librium)
- Cannabinoids (THC)
- Cocaine (crack)
- Methadone
- Opiates
- Phencyclidine (PCP)
- Propoxyphene (Darvon)

Section 5. The written policy will provide steps to be taken if testing is positive. Such actions may range from employee assistance to termination, depending on the nature of the situation.

Section 6. The Union shall have opportunity to review all policies for the Drug Free Workplace program prior to implementation to ensure this program is in keeping with the requirements of the Ohio Bureau of Workers' Compensation for a Drug Free Workplace, and negotiated additions to a Level I program.

Section 7. All costs associated with the program shall be borne by the Employer.

Section 8. The Drug Free Workplace shall include all employees of the Township.

ARTICLE 37
WAIVER IN CASE OF EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Trumbull County Commissioners, the Trumbull County Sheriff, or the Federal or State Legislature, such as acts of God and civil disorder, the following conditions of this agreement shall be automatically suspended:

A. Time limits for Management or the Union's replies on grievances; and

B. All work rules and/or agreements and practices relating to the assignment of all employees. The foregoing not withstanding, the provisions in the agreement relating to overtime compensation shall remain in full force and effect during the emergency.

Section 2. Upon the termination of the 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 in which they (the grievance[s]) had properly progressed.

ARTICLE 38
SEVERABILITY

Section 1. It is the intent of the Employer and the Union that this agreement complies with all applicable law(s) and legal status.

Section 2. If any provision of this agreement is subsequently declared by judicial authority to be unlawful, unenforceable, or not in accordance with applicable status, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

In the event any provisions of this agreement are declared by judicial authority to be unlawful, unenforceable, or not in accordance with applicable status, the parties shall meet within two (2) weeks of the publication of such a determination for the purpose of negotiating a lawful alternative provision.

ARTICLE 39
DURATION OF AGREEMENT

Section 1.

A. This agreement shall be in effect as of January 1, 2011, and shall remain in full force and effect through December 31, 2013, unless otherwise terminated as provided herein. The re-opener covering wages and health insurance shall be held in accordance with ORC Chapter 4117, and shall remain in force and effect during the term of this agreement.

B. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no later than ninety (90) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

C. 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 understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in the agreement. The provisions of this agreement constitute the entire agreement between the Employer and the Union.

SIGNATURE PAGE

Entered into and signed this 22 day of November, 2011.

FOR THE BAZETTA TOWNSHIP TRUSTEES

Paul W. Hovis, Trustee
Bazetta Township

Frank W. Parke, Trustee
Bazetta Township

Donald P. Urchek, Trustee
Bazetta Township

Rita Drew, Fiscal Officer
Bazetta Township

FOR THE FRATERNAL ORDER OF POLICE (FOP/OLC)

Sergeant Michael J. Hovis

Patrolman Shawn P. Rentz

Charles L. Wilson, FOP
Staff Representative

SIDE LETTER
MID-TERM BARGAINING

The parties agree that they will continue to adhere to the current provisions of this agreement. For those matters covered and/or not covered by this agreement that may require mid-term bargaining, either party may file a notice to negotiate pursuant to ORC 4117.14. If agreement is not reached, the parties will utilize the statutory fact finding and conciliation procedure as contained in R.C. 4117.

The provisions of this side letter shall not apply when/where immediate action is required due to (1) exigent circumstances that were unforeseen at the time of negotiations, or (2) legislative action taken by a higher level legislative body after the agreement becomes effective and requires a change to conform to the statute.

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

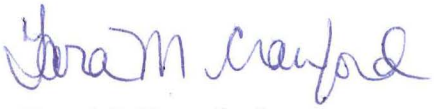
IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	} Case No(s):	11-MED-10-1401
EMPLOYEE ORGANIZATION,	}	11-MED-10-1402
	}	
and,	}	
	}	
BAZETTA TOWNSHIP TRUSTEES,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

Respectfully Submitted,



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. John Barkan, Jr.
jnbarkan@consultant.com