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AGREEMENT

BETWEEN

RUSSELL TOWNSHIP
(Geauga County)

and

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(PATROL OFFICER UNIT)

Termination Date: June 30, 2010

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AGREEMENT

This Agreement is made and entered into by and between Russell Township, (Geauga County), hereinafter referred to as "Township" or "Employer," and Ohio Patrolmen's Benevolent Association, hereinafter referred to as "Union."

ARTICLE 1 --PURPOSE

The purpose of this Agreement is to provide a fair and reasonable method by which employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to provide a harmonious relationship for the effective and efficient operation of the Township government, and to establish an orderly procedure for the resolution of differences between the Township and the members of the bargaining unit.

ARTICLE 2 --RECOGNITION

Section 1. For the duration of this Agreement, the Township recognizes the Union as the sole and exclusive collective bargaining representative for the following described unit of employees as certified on June 23, 2004, in S.E.R.B. Case Nos. 04-REP-02-0032 (Full-time Patrol) and 04- REP-02-0033 (Part-time Patrol): all fill-time and part-time patrol officers, excluding all others.

Section 2. The categories of employees excluded from the bargaining unit are all members of the Police Department who hold a rank of Sergeant or above, Reserve or Auxiliary Police, Dispatchers, clericals and supervisors and professionals as defined by the Ohio Public Employer Collective Bargaining Act, and all other fill-time and part-time employees.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 1. Except as specifically limited by explicit provisions of this Agreement, the Township reserves and retains, solely and exclusively, and without recourse to negotiations, all rights, powers, and authority, including the right to determine and fulfill the mission of the Police Department, to determine staffing policy, and in all other respects plan, manage, evaluate, administer, govern, control, and direct its personnel and operations. It is further recognized that the Township has the right to:

A. Determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the Township and of the Police Department, standards of service, overall budget, utilization of technology and organizational structure;

B. Establish, modify and enforce reasonable personnel policies and work rules, and regulations and standards for employee performance;

C. Determine the size, composition, structure, and adequacy of the workforce;

D. Establish and determine job qualifications and duties, and to establish, modify, consolidate, and abolish jobs or job classifications;

E. Hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, layoff, retain, discipline, suspend and discharge employees for just cause;

F. Allocate work among employees, divisions, or departments, and to determine work methods and responsibilities;

G. Privatize or subcontract work;

H. Determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;

I. Determine and introduce new and/or improved equipment, methods, and facilities;

J. Determine the financial Policies of the Township and of the Police Department, including the exclusive right to allocate and expend all funds of the Township;

K. Determine and schedule overtime as required in the manner most advantageous to the requirement of efficient Police Department operations;

L. Train or retrain Patrol Officers as appropriate, and to establish the education and training requirements for the Police Department;

M. Manage and determine the location, type and number of physical facilities, equipment, programs, and determine the work to be performed.

N. Determine the Police Department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes.

O. Do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

Section 2. Nothing contained in this Article shall be construed as affecting the respective rights and authority of the Township and of the Chief of Police, as set forth in Sections 505.49 (B)(l) and (2) of the Ohio Revised Code.

Section 3. Discipline. Employees may not be disciplined or discharged without just cause.

ARTICLE 4 - DUES DEDUCTION AND FAIR SHARE FEE

Section 1. During the term of this Agreement, the Township shall deduct initiation fees, assessments levied by the OPBA, and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. Within sixty (60) days of being hired employees shall either become members of the OPBA or pay a fair share fee in an amount to be determined by the OPBA.

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

Section 3. The Township shall deduct dues, fair share fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay. If a part-time patrolman does not work enough hours within a month than that employee would be responsible to pay that month's dues on his own.

Section 4. A check in the amount of the total dues and fair share fees withheld by the Township from these employees shall be tendered to the Treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 5. The OPBA hereby agrees to hold the Township harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Township for any such liabilities or damages that may arise.

ARTICLE 5 --NON-DISCRIMINATION

Section 1. The parties agree that neither the Township nor the Union shall discriminate against any individual on the basis of his membership or non-membership, or participation or non- participation in Union matters. Both parties further agree that equal opportunity will be provided to all bargaining unit employees regardless of race, color, creed, age, sex, national origin, or disability. The male pronoun or adjective, where used herein in this Agreement, refers to the female also, unless otherwise indicated.

ARTICLE 6 --GRIEVANCE PROCEDURE AND ARBITRATION PROCEDURE

Section 1. It is mutually understood that the prompt presentation, adjustment and resolution of grievances is desirable in the interest of sound relations among employees, the Union and the Township. The procedures specified in this Article provide the exclusive system for a fair, expeditious, and orderly adjustment of grievances of bargaining unit employees. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as soon as feasible, and if possible, at the lowest step of this procedure.

Section 2. A grievance is any dispute or difference between the Township and the Union, or between the Township and an employee, which concerns the interpretation and/or application of and/or compliance with any provision of this Agreement. This grievance procedure shall not preclude discussions between employees and the Chief of Police or his designee, or the Trustees regarding workplace issues.

Section 3. The following procedures shall apply to all grievances arising under this Agreement:

Step 1 A grievance must be presented in writing to the Chief or his designee within seven (7) calendar days of the occurrence. The Chief or his designee shall have seven (7) calendar days following such presentation to submit a written response.

Step 2 If the grievance is not settled at Step 1,the grievant may appeal in writing to the Chief of Police within seven (7) calendar days after receipt of the Step 1 answer. The Chief of Police shall answer in writing within seven (7) calendar days after receipt of the written appeal.

Step 3 If the grievance is not settled at Step 2, the grievant may appeal in writing to the Township Board of Trustees. Such appeal must be submitted within seven (7) calendar days after receipt of the Step 2 answer. The Board of Trustees shall answer the grievance in writing within 20 calendar days following receipt of that appeal.

Step 4 If the grievance is not resolved at Step 3, then the Union, upon written notice to the Township not later than ten (10) calendar days after the Township's answer in Step 3, may submit the grievance to arbitration. If the Township and the Union cannot agree upon an impartial arbitrator, the Union may request a panel from the Federal Mediation and Conciliation Service ("FMCS"), and the parties shall thereafter choose an arbitrator under the FMCS's then applicable rules. However, either party may request a second panel from the FMCS.

Arbitration

Section 4. The arbitrator shall not have the authority to add to, subtract from, amend or modify in any way the terms of this Agreement, or to establish new terms or conditions under this Agreement, or to make any award that is contrary to law. Under no circumstances shall the Arbitrator consider past practices prior to the execution of this Agreement to be binding on the Township or the Union, although past practice may be relied on by the Arbitrator as evidence of the intent of either party.

Section 5. The non-prevailing party shall pay the arbitrator's fees. However, expenses relating to calling of witnesses or the obtaining of depositions or any other similar expenses associated with such proceedings shall be borne by the party who requests such witnesses or depositions.

Section 6. The procedures set forth in this Article shall be the exclusive method of redressing grievances between the parties and the decision of the arbitrator and the settlements reached by the Township and the Union in any step of the grievance procedure shall be final and binding upon the Township, the Union, and all bargaining unit members. Any grievance

resolved at Step 1 and Step 2 shall be deemed settled on a non-precedent setting basis with respect to grievances of a like nature. The parties also may mutually agree in writing that a particular settlement or resolution shall be on a non-precedent setting basis.

Section 7. A bargaining unit member requested to appear at the arbitration hearing by either party shall attend without the necessity of a subpoena.

Section 8. The parties shall have the right to require the arbitrator to render his decision within thirty (30) days of the submission of briefs by the parties, which time may be extended by mutual agreement of the parties.

Time Limitations

Section 9. To be considered valid, a grievance must be filed in writing within seven (7) calendar days of the occurrence of the alleged violation of the Agreement. A grievance which is not timely filed under this provision shall be void. Once a grievance is originally timely filed and the Township fails to answer it in a timely manner, then the grievance shall automatically proceed to the next step of the Grievance Procedure. Where a grievance is not appealed by the Union to the next higher step within the prescribed time limit, the grievance shall be barred from further proceedings. Once a grievance is originally timely filed, the parties may by mutual agreement extend the time limit in which to answer it or appeal it to the next step. The parties may mutually agree to escalate the grievance to any step in order to promote the expeditious resolution of any grievance.

Section 10. The Union shall have final authority, in its capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure.

ARTICLE 7 - BULLETIN BOARD

The Township shall furnish adequate bulletin board space in the Police Department for use by the Union. Such bulletin board space shall be used only for posting notices of reasonable size bearing the written approval of the Union and shall be solely for Union business and recreational and social activities of the Union. There shall be no notices or other writings posted which contain anything political, religious, controversial, or critical of the Township or any other institution, or any employee or other persons. Upon the request of the Township or the Chief of Police, the Union shall immediately remove any material posted in violation of this Article.

ARTICLE 8 --NO STRIKE/NO LOCKOUT

Section 1. The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage, sympathy strike, or other interference of any kind with any operations of the Township, including the operations of the Police Department. Furthermore, all lawful orders of superior officers shall, at all times, be followed and complied with immediately.

Section 2. The Union shall, at all times, cooperate with the Township in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this Article. In the event that any violation of Section 1 of this Article occurs, the Union shall immediately notify all employees that the strike, job action, concerted "sick" leave, slowdown, picketing, work stoppage, or other interference with any operations of the Township or of the Police Department is prohibited and is not in any way

sanctioned, condoned or approved by the Union. Furthermore, the Union shall immediately advise all members to return to work at once.

Section 3. Any employee who violates this Article shall be subject to discipline including possible discharge. The Township shall have the right to impose a different type of discipline for violations of this Article, based on the nature and extent of the respective employee's planning and participation in the work interruption at issue. Any employee disciplined for violation of this Article shall have access to the grievance and arbitration procedure set forth in Article 6.

Section 4. The Township shall not lock out any employees for the duration of this Agreement.

ARTICLE 9 - LABOR-MANAGEMENT COMMITTEE

Section 1. A Labor Management Committee will be established within sixty (60) days after the signing of this Agreement to provide a better means of communication and understanding between the Union and the Township. The Committee will consist of no more than two (2) representatives of the Union and two (2) representatives of the Township. The Union will notify the Chief of Police as to the identity of the Union representatives.

Section 2. The Labor Management Committee shall meet at a mutually agreeable time and place on a quarterly basis, unless waived by mutual consent of the parties. The purpose of such meetings shall be to: (1) notify the Union of changes made by the Chief of Police which affect the bargaining unit; (2) disseminate general information of interest to the parties; (3) discuss ways to increase productivity and improvement of efficiency; and (4) to consider and

discuss health and safety matters relating to employees. Individual grievances will not be a subject matter for discussion at these meetings.

ARTICLE 10 --SENIORITY

Section 1. Departmental seniority is defined as continuous service with the Russell Township Police Department. Classification seniority is defined as continuous service in one of three categories: part-time patrol officer; full-time patrol officer, or sergeant. "Full-time" means scheduled to work 80 hours in a two-week period on a regular basis. "Part-time" means scheduled to work fewer than 80 hours in a two-week period on a regular basis.

Section 2. All newly hired employees shall be required to serve a one-year probationary period commencing on the first day in paid status. A probationary employee may be disciplined or terminated for any reason at the Township 's sole discretion and such action is not appealable through the grievance procedure herein, administrative agencies or the courts.

Section 3. An authorized leave of absence does not constitute a break in service, except as provided in Section 4(c). Seniority shall continue to accumulate during the term of the leave, provided that the employee complies with the provisions of this Agreement governing his leave of absence, and that the employee is reinstated following the leave.

Section 4. An employee's seniority shall be terminated for the following reasons:

(a) Voluntarily quit or resignation;

(b) Discharge for just cause;

(c) Involuntary layoff or leave of absence for a period of time exceeding twenty-four (24) months;

(d) Absent without notice for three (3) consecutive work days;

(e) Failure to report to work when recalled from layoff within three (3) calendar days from the date on which the Township sends or delivers the employee a notice to report to work (to the last known address as shown on the Township's records).

(f) Failure to report to work within three (3) working days following the termination of any excused leave of absence unless such time is extended in writing by the Township.

Section 5. If two or more employees have the same seniority date, their relative classification seniority shall be determined by departmental seniority and if the same then by the drawing of lots.

Section 6. A part-time employee who later becomes a full-time employee shall be credited with one (1) year of full-time service for each 2,000 hours worked in a part-time capacity. Such service credit shall determine the employee's placement on the wage, vacation and longevity scale, but shall not otherwise affect the employee's full-time seniority date.

ARTICLE 11 - LAYOFF AND RECALL

Section 1. If the Township decides in its sole discretion to reduce the work force, layoffs and recalls from layoffs shall be based on classification seniority, in accordance with the provision set forth in this Article.

Section 2. Whenever layoffs become necessary, temporary, probationary and part-time employees shall be laid off first, regardless of seniority, in the above-stated order.

Section 3. In implementing layoffs within a particular classification, the Township will layoff employees in inverse order of classification seniority.

Section 4. In recalling employees within a particular classification following a layoff, the

Township shall recall employees in inverse order of classification seniority.

Section 5. Sergeants will be permitted to bump to the rank of Patrol Officer based on overall length of service in the Police Department.

Section 6. An employee who is laid off shall be eligible for recall from lay off for a period of twenty-four (24) months.

Section 7. Notice of recall shall be sent to the employee's last known address listed on the Township's records and shall be sent by certified mail or delivered. An employee who does not report to work within three (3) calendar days from the date the Township sends or delivers to the employee a recall notice shall be considered to have resigned his position.

Section 8. In case of layoffs, the Township shall give the Union and the affected employees as much advance notice as is possible prior to the layoff.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

Hours of Work

Section 1. The normal work day shall be eight (8) or twelve (12) hours per shift, as determined and scheduled by the Chief or his designee. For scheduling purposes, the normal work schedule shall be one hundred sixty (160) hours in each twenty-eight (28) day work period. However, employees shall be paid on a semi-monthly basis. The Township reserves the right to determine the shifts and starting time of employees.

Section 2. The provisions of this Article shall not be construed as a guarantee of any specified number of hours of work per day or per twenty-eight (28) day work period.

Overtime

Section 3. Employees shall be compensated at one and one-half (1 1/2) times the regular rate of pay for all hours worked in excess of his regular eight (8) or twelve (12) hour shift within a twenty-four (24) hour period. Employees also shall be compensated at one and one-half (1 1/2) times the regular rate of pay for all hours worked on an extra shift in addition to his regularly scheduled shifts during a work week, when approved by the Chief, or his designee, provided the employee has worked all of his regularly scheduled shifts during that work week.

Section 4. Overtime shall be compensated at (a) the rate of one and one-half times the employee's regular rate of pay, or (b) as compensatory time off at the rate of 1.5 hours for each overtime hour worked

Section 5. The Township retains the sole discretion to determine the need for overtime work and to schedule overtime. All assigned overtime must be worked. All overtime work must be authorized by the Chief of Police or his designee in advance of the overtime being worked, except that where overtime work is performed in an emergency without prior authorization, the overtime work shall be reported to the Chief of Police or his designee for confirmation that such an emergency existed and authorization of the overtime work. The Township will make reasonable attempts to fairly distribute overtime opportunities.

Section 6. There shall be no pyramiding of overtime or premium pay under the terms of this Agreement, and under no circumstances shall more than one basis of calculating overtime be used for the same hours.

Section 7. For purposes of computing overtime, vacation, holiday hours and compensatory time shall be considered hours worked, but Sick Leave hours shall not be

considered time worked.

Call Out Pay

Section 8. When an employee is required to report to work as part of his job-related duties (non-training) during times that are outside his scheduled work time and that are not contiguous to his scheduled work time, he shall be guaranteed a minimum of four (4) hours pay at one and one-half (1 ½) times his regular rate of pay. When an employee is required to report to work for training during times that are outside his scheduled work time and that are not contiguous to his scheduled work time, he shall be guaranteed a minimum of four (4) hours pay on a straight time basis.

Court Time

Section 9. An employee who is required to appear in court for cases relating to official Police Department activities shall be paid on a straight time basis for all such hours occurring during his scheduled work hours. An employee who is required to appear in court for cases relating to official Police Department activities during times that are outside his scheduled work time shall be paid a minimum of four (4) hours at the applicable rate of pay. Such minimum shall not be paid if the court appearance is canceled. If an employee receives compensation under this section for appearing in court, all monies received as compensation from the court shall be remitted to the Fiscal Officer in full.

Compensatory Time

Section 10. Each bargaining unit employee may accumulate a compensatory time bank of up to a maximum of 80 hours. Compensatory time off may be used in increments of no less than one (1) hour, and must be approved by the Chief or his designee.

Training Day

Section 11. Whenever an officer attends a training day that meets or exceeds eight hours, that day shall be considered a regularly scheduled work day.

ARTICLE 13 - DISCIPLINARY PROCEDURE

Section 1. This procedure shall apply to all non-probationary employees covered by this Agreement.

Section 2. All employees shall have the following rights:

a. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure, if requested by the employee.

b. If any recording device or stenographic or other record is used during questioning and/or if a transcript is made, the Union shall be so advised in advance and thereafter will be supplied a copy of the record, at the Union's cost.

c. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

d. Prior to the issuance of any discipline, the Chief or his designee shall inform the employee of the alleged charges and shall provide him an opportunity to respond. Copies of all discipline shall be provided to the Union.

Section 3. An employee will have the option to resign following the receipt of any formal discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

Section 4. Discipline shall be imposed only for just cause.

Section 5. Where the Township imposes the penalty of a suspension without pay, a demotion, or a removal from service, notice of such discipline shall be made in writing and served on the employee personally or by regular mail, with a copy thereof provided to the

Union's office.

Section 6. The Township, the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle disciplinary matters at the earliest possible time. The Township may hold an informal meeting with the employee for the purpose of discussing the matter prior to reaching a final decision on discipline. At any such meeting, the specific nature of the matter will be addressed, and the Township may offer a proposed disciplinary penalty. The employee must be advised before any such meeting that he is entitled to representation by the Union during the initial discussion, if requested.

Section 7. A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative, if requested, or to decline any such representation. A settlement entered into by an employee or the Union on his behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.

ARTICLE 14 – EMPLOYEE RIGHTS

Section 1. Before an employee may be charged with any violation of the Township's policies or work rules for a refusal to answer questions or to participate in an investigation, he shall be advised that his refusal to answer such questions or to participate in such investigation will be the basis of such a charge.

Section 2. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. Such

sessions shall not normally be tape recorded, however, in the event the Employer elects to record the session, the employee may also record such session.

Section 3. An employee will be informed of the nature of any investigation of himself prior to any questions. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 4. An employee may reasonably request an opportunity to review his personnel file, provided such request is made in writing. The Township shall make the employee's personnel file available for review by the employee within one (1) week of a proper request at a mutually agreeable date and time. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition. An employee may add documents or memoranda to his personnel file clarifying any documents contained in his file.

Section 5. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination results may be used by the Township in any subsequent civil or administrative proceeding, to the extent permitted by law. Polygraph testing shall only be done by an outside agency and at the Township's expense.

Section 6. An employee who is the subject of an investigation of any nature shall be afforded his Constitutional rights as required by law, including Miranda and Garrity rights. All investigations shall be conducted in a manner consistent with professional law enforcement standards.

Section 7. Any employee who may be subject to disciplinary action, the primary basis of which was generated by a citizen complaint, shall be entitled to a copy of such complaint prior to the implementation of disciplinary action. The Township also shall provide a copy to

the Union. Unsigned and/or anonymous complaints shall not form the sole basis of disciplinary action.

Section 8. Disciplinary records in an employee's record or on file shall not be used for purposes of progressive discipline under the following time frames, provided that there are no intervening disciplinary actions taken during the respective time periods:

Oral and written reprimands -12 months
Suspensions of less than three (3) days -24 months
Suspensions of three (3) days or more -30 months

ARTICLE 15 - RULES AND REGULATIONS

Section 1. Work Rules. The Township shall ensure that all current work rules, policies and procedures are reduced to writing and made available to all bargaining unit members.

Section 2. New Work Rules. The Township agrees that new work rules, policies and procedures adopted after the effective date of this Agreement shall be reduced to writing and provided to all bargaining unit members. If the new rule is intended to replace or supersede a previous rule, in whole or in part, it shall be so noted in the new rule.

Section 3. Effect of Work Rules. A work rule or policy that is in violation of this agreement shall be the proper subject of a grievance. This Section shall not be construed to absolve an employee from adhering to the oral directive of a superior officer.

ARTICLE 16 - UNION REPRESENTATION

Section 1. The Township recognizes the Union's right to designate a total of two (2) Union representatives. The Union shall notify the Township in writing of the employees designated as representatives.

Section 2. Union representatives shall have authority to investigate and present grievances to the designated Township representatives in accordance with the provisions of this Agreement.

Section 3. Grievance meetings normally shall be scheduled outside normal working hours. Union representatives and employees shall not be paid for any time spent in grievance meetings with the Township that occur outside their normal working hours. Union representatives shall be paid for time in grievance meetings with the Township and other joint meetings only if the Township agrees to schedule such meetings during the representatives' regular working hours.

Section 4. Union representatives shall investigate grievances and conduct other Union business during non-work hours. However, in emergency circumstances, the Chief of Police or his designee may grant Union representatives a reasonable opportunity to investigate grievances during working hours without a loss in pay.

Section 5. The Union and the Township shall keep each other currently informed of their respective, duly authorized representatives. The Union will send a list to the Chief of Police and the Township Clerk of all officers and representatives in the Local Union as changes occur. The Township will send a list of its duly authorized representatives to the Union as changes occur.

ARTICLE 17 – HOLIDAYS

Section 1. Each full-time employee shall be entitled to the following Holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 2. Each full-time employee who does not work on a Holiday shall receive eight (8) hours of straight-time pay for each Holiday. Each full-time employee will be allowed to accumulate forty (40) hours of holiday pay in a holiday pay bank. Part-time employees shall not receive Holiday pay. If an employee's holiday time bank is at 40 hours, that employee will be paid their regular pay rate for the next holiday as not to exceed the 40 hours bank. This will be paid in their next pay check.

Section 3. If a holiday occurs while an employee is on vacation, such vacation day will not be charged against his vacation leave.

Section 4. Holiday time may not be taken in advance of the Holiday date.

Section 5. Any employee who is required to work on New Year's Day, Christmas or Thanksgiving shall be paid at one-half (1 ½) times his regular rate, in addition to receiving Holiday pay (if eligible).

ARTICLE 18 - PERSONAL DAY

Section 1. Each full-time employee shall receive one non-accumulative paid Personal Day each year. A Personal Day may be used in conjunction with any other time off. Personal days will be considered time worked. Part-time employees shall not receive a Personal Day.

ARTICLE 19 -- VACATIONS

Section 1. Each full-time employee will earn vacation time off in accordance with the Following schedule"

After one (1) year of continuous service	80 hours
After five (5) years of continuous service	120 hours
After ten (10) years of continuous service	160 hours
After fifteen (15) years of continuous service	200 hours

No employee will be entitled to vacation leave under any circumstance until he has completed one (1) year of employment with the Township. Continuous service shall be defined as uninterrupted full-time employment provided that Sick Leave or other leave of absence authorized by the Township shall not be considered an interruption of employment. Vacation leave is earned while on vacation or Sick Leave, but additional vacation leave is not accrued through accumulation of paid overtime. Part-time employees are not eligible for vacation pay.

Section 2. Vacation pay shall be computed at the employee's straight-time hourly rate times forty (40) hours when a full week of vacation is taken, or eight (8) straight-time hours when a single day is taken. Vacation leave will be granted in minimum units of one (1) hour, with the approval of the Chief or his designee.

Section 3. Holidays or jury duty service days that fall in a vacation period shall not be counted as vacation time. Time off for such days may be taken in accordance with the vacation scheduling policy.

Section 4. Vacations will be scheduled in accordance with the workload requirements of the Department and must be approved by the Chief or his designee. Vacation requests must be made at least one (1) week in advance of the proposed starting date.

Section 5. Vacation periods may not exceed ten (10) consecutive calendar days at one time unless otherwise approved by the Chief.

Section 6. 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 the time of separation or retirement, except that an employee may elect to have such payment made at any time within one year of the date of his separation.

Section 7. Pay for vacation time taken shall be distributed on normal dates as though the employee had been working. Vacation pay will not be issued in advance. Each employee shall be responsible for making arrangements for receipt of vacation pay.

Section 8. An employee may carry over and "bank" up to a maximum of 240 hours of earned but unused vacation. However, vacation leave taken during any one year shall not exceed six (6) work weeks.

Section 9. If an employee transfers from another county or Township Department or State Agency, he shall not be allowed to transfer accumulated vacation credits.

Section 10. After fifteen (15) years of service in the Township, a full-time employee shall be eligible to have the Township Trustees "buy" up to 80 hours of earned vacation leave at his current rate of pay each calendar year.

ARTICLE 20 - SICK LEAVE

Section 1. Each full-time employee on the Police Department's active roster shall be eligible to accumulate up to 120 hours of Sick Leave per year. Sick Leave shall be earned at a rate of ten (10) hours for each completed month in active pay status, including hours of paid sick leave. Each new, regular full-time employee may "borrow" up to five (5) days of Sick Leave within his first year of employment prior to earning same. The time involved shall be equivalent to five (5) normal work days, regardless of the hours worked, and must be repaid from future earned Sick Leave or deducted from final earnings in case of termination.

Section 2. Sick Leave under this policy may be requested for the following reasons:

a. Illness or injury of the employee or his spouse or children.

b. Medical, dental or optical examinations or treatment of the employee or his spouse or children, if such examinations or treatments cannot be scheduled outside of normal work hours.

c. Death of a member of the employee's immediate family.

d. Pregnancy, childbirth and/or related medical conditions.

Section 3. For purposes of this Article, the "immediate family" is defined as the employee's mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in place of a parent.

Section 4. If an employee is absent for three (3) consecutive days, he will be required to present a physician's certificate as a condition of receiving Sick Leave pay. The Township maintains the authority to investigate the circumstances and legitimacy of any employee's absence, which may include a medical or psychological examination, at the Township's expense, if deemed necessary.

Section 5. Employees shall be required to exhaust all paid Sick Leave before using unpaid FMLA leave. The Township retains the right to designate any leave as FMLA leave, as permitted under Federal law.

Payment

Section 6. The payment for each Sick Leave day taken shall be based upon the employee's hourly rate times the number of hours in his normal work day for the week.

Section 7. The maximum number of earned Sick Leave hours which may be accumulated by each eligible employee is twelve hundred (1200) hours. Any other unused Sick

Leave will not carry over year-to-year.

Section 8. Sick Leave shall be charged in minimum amounts of one (1) hour.

Section 9. An employee who requests Sick Leave must contact his immediate supervisor each day of his absence at least two (2) hours before his scheduled starting time. Failure to do so may result in denial of Sick Leave for the period of absence.

Section 10. Vacation Leave may be used for Sick Leave purposes at the employee's request and the approval of the Township or its designee, after Sick Leave is exhausted. Employees who have exhausted all Sick Leave and Vacation Leave credits may, at the discretion of the Township, be granted a personal leave of absence without pay for a period not to exceed six (6) months.

Section 11. An employee who fraudulently obtains Sick Leave or who alters a physician's certificate or falsifies Sick Leave records, shall be subject to disciplinary action, up to and including discharge.

Section 12. Paid Sick Leave will not be counted for purposes of calculating overtime.

Section 13. Any employee who has accumulated a maximum of twelve hundred (1200) hours of Sick Leave or more must choose to be compensated for unused Sick Leave days, earned at the rate of ten (10) hours per month, in excess thereof, in accordance with (a) or (b) below:

a. An annual lump sum payment of one hundred fifty dollars ($1 50.00), payable on or before January 31st of each subsequent year, for each forty (40) hours of earned, unused, non-accumulative sick leave earned during the preceding year; or

b. One (1) unrestricted "special leave" day to be used during the subsequent year for each forty (40) hours of sick leave earned during the preceding year, provided, however, that the following conditions shall apply to use of any such "special leave": (i) at least five (5) days advance notice must be given by any such employee to his or her supervisor to use same; (ii) the election to receive payment

under (a) or (b) above must be made in writing and delivered to the Clerk's office on or before January 15 of the year of entitlement or, if not used during the subsequent year, may be cashed in December 31st of that year; and (iii) any such special leave days shall be non-accumulative.

ARTICLE 21 - JURY DUTY

Section 1. If an employee is called for jury duty during any portion of his regular scheduled work day, he may choose to be compensated in one of the manners set forth below:

(a) The employee may choose to receive his regular hourly wage in full from the Township for his scheduled hours for the day. In such a case, all monies received as compensation for jury duty shall be turned over to the Township Fiscal Officer in full.

(b) The employee may choose to retain all the monies received as compensation for jury duty. The Township will pay the difference between the jury duty compensation and the employee's regular wage for his scheduled hours for the day.

ARTICLE 22 - MILITARY LEAVE

Section 1. A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with applicable Federal and State law. Employees may use any available paid time off during a military leave.

ARTICLE 23 - GROUP BENEFIT PLANS

Section 1. During the term of the Agreement, the Township shall maintain benefit plans which provide the following group insurance benefits: major medical/hospitalization; dental; vision and life insurance. (The major medical/hospitalization benefits may be provided through an optional HMO or PPO.) Each full-time bargaining unit employee shall be eligible to participate in the same group insurance plans that the Township makes available to non-bargaining unit employees of the Township. Upon notice and discussion with the Union, the

Township may change the providers of these group insurance plans and/or the benefit levels provided under the plans as long as comparable coverage is provided.

Section 2. If during the life of this Agreement, the Township desires to have any portion of the monthly insurance premiums paid by the employees, the parties shall bargain over that matter and, if no agreement is reached, the impasse procedures in O.R.C. 4117.14 shall apply. The Township will provide the Union with notice of such desire ninety (90) days in advance, and the impasse procedures under O.R.C. 4117.14 shall be completed within that ninety (90) day period.

Section 3. If an employee and spouse are both employed by the Township, only one shall be entitled to receive major medical/hospitalization benefits, and such coverage shall be provided under a family plan.

ARTICLE 24 - UNIFORM ALLOWANCE

Section 1. New hired officers; part-time or full-time will be given a maximum of $1200.00 start-up allowance in the form of a purchase order, billed to the township.

Each full-time bargaining unit member shall receive the following allowance:

2007	$750
2008	$825
2009	$900

If employee leaves or upon separation with Township the allowance will be prorated for each month. The remaining amount will be deducted from employee's final check.

Each part-time bargaining unit member shall receive $.50 for each hour worked towards the uniform allowance for the following year.

The Uniform Allowance shall be paid on January 22nd of each year in a separate check.

Section 2. The Township will continue its current practice of replacing, at the Township's expense, bullet-proof vests that reach their rated useful life as designated by the manufacturer.

ARTICLE 25 BEREAVEMENT--LEAVE

Section 1. Any eligible employee may be granted usage of Sick Leave, upon approval of the Township, in the event of a death of an immediate family member. For purposes of this policy, the "immediate family" is define as the employee's mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in place of the employee's parent

Section 2. Arrangements for Bereavement Leave are to be made with the employee's immediate supervisor. Bereavement Leave pay shall be calculated in the same manner as Sick Leave Pay.

ARTICLE 26 --PAY GRADES AND WAGES

Section 1. The pay grades and salaries for all employees covered by this Agreement are set forth in the attached Appendix A.

Section 2. July 1, 2007 "General Wage Adjustment"

Part-Time Officer		**Full-Time Officer**	
Starting	$15	Starting	$46,000
6 mos.	$16	6 mos.	$48,000
12 mos.	$17	12 mos.	$50,000
24 mos.	$18	24 mos.	$54,000
36 mos.	$19	36 mos.	$57,000

Each employee covered by this Agreement shall receive a "General Wage Increase" on the following dates:

July 1, 2008:	3%
July 1, 2009:	3%

Section 3. Grade changes for all employees will take effect at the beginning of a pay period following the applicable seniority date.

ARTICLE 27 – LONGEVITY PAY

Section 1. The following amount of longevity pay shall be paid on the first regular pay day after December 1 of each year to each full-time employee based on his full-time years of service with Russell Township:

After 5 years	$ 500.00 per year
After 10 years	$ 750.00 per year
After 15 years	$1,000.00 per year
After 20 years	$1,250.00 per year
After 25 years	$1,500.00 per year

Longevity credit is based on full-time years of service with Russell Township

Section 2. If an employee quits during the year, he shall not be eligible to receive longevity pay for that year. If an employee retires during the year, he will receive his pro-rata longevity pay for time worked during the year of retirement.

ARTICLE 28 -- PROMOTION

Section 1. The Township shall exercise authority and discretion to establish and determine qualifications for promotion to Sergeant positions. The Township shall make such promotions based upon merit and fitness as determined by a competitive written test and an oral interview. The relative weight of these components will be determined by the Township and announced in advance.

Section 2. To be eligible for consideration for promotion to Sergeant, an employee must have three (3) years of full-time employment with the Russell Township Police Department. However, the Township retains the right to hire employees from the outside to Sergeant positions, after good faith consideration of any internal candidates.

Section 3. An internal candidate promoted to a Sergeant position shall be required to serve a one-year probationary period commencing on the first day in paid status in the Sergeant position. Such probationary employee may be demoted to patrol officer at the Township's discretion.

ARTICLE 29 -- HEALTH AND SAFETY

Section 1. The Township agrees to take reasonable steps to maintain in safe working condition all facilities, vehicles, and equipment furnished by the Township to carry out the duties of each bargaining unit position.

Section 2. The Township agrees to take reasonable steps to provide adequate first-aid equipment as it determines necessary.

Section 3. Pursuant to the Township's policy in effect at the time, any employee involved in a shooting incident shall have immediate access to a psychologist or psychiatrist for post shooting trauma counseling at no cost to the employee. The Township shall assign the

psychologist or psychiatrist of his choice.

ARTICLE 30 – SAVINGS CLAUSE

Section 1. Should any provision of this Agreement be invalidated by operation of law or be declared invalid by any tribunal or court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

Section 2. Should any provision or provisions of this Agreement be invalidated as outlined above, upon written request by either party, the parties shall meet within thirty (30) days to discuss the impact of such invalidation and to consider modification of the invalidated provision or provisions.

ARTICLE 31 --DURATION

This Agreement shall be effective upon ratification by both parties and shall remain in effect until June 30, 2010. Negotiations for a successor Agreement shall be governed by O.R.C. Section 41 17.14, *except that the limits on a conciliator* in O.R.C. 41 17.14(G)(11) are hereby waived.

IN WITNESS WHEREOF, he parties have hereunto set their hands this 3 day of October, 2007.

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

By: Kevin Powers
Kevin Powers, Esq.

Vince Valerio

Robert Bialosky

Benjamin Kimball

RUSSELL TOWNSHIP BOARD OF TRUSTEES

By: James Dickinson, Chairman

By: James Mueller, Trustee

By: Greg E. Studen, Trustee

APPENDIX A

FULL TIME OFFICER	STARTING	6 MONTHS	12 MONTHS	24 MONTHS	36 MONTHS
2007	$46,000.00	$48,000.00	$50,000.00	$54,000.00	$57,000.00
2008 / + 3%	$47,380.00	$49,440.00	$51,500.00	$55,620.00	$58,710.00
2009 / + 3%	$48,801.40	$50,923.32	$53,045.00	$57,288.60	$60,471.30

PART TIME OFFICER	STARTING	6 MONTHS	12 MONTHS	24 MONTHS	36 MONTHS
2007	$15.00	$16.00	$17.00	$18.00	$19.00
2008 / + 3%	$15.45	$16.48	$17.51	$18.54	$19.57
2009 / + 3%	$15.91	$16.97	$18.04	$19.10	$20.16

OHIO PATROLMEN'S
Benevolent Association

NORTH ROYALTON OFFICE:
10147 Royalton Road, Suite J
P.O. Box 338003
North Royalton, Ohio 44133
440-237-7900 • 1-800-457-4190
FAX: 440-237-6446

COLUMBUS OFFICE:
555 Metro Place North
Suite 100
Dublin, Ohio 43017
614-791-3243 • or 614-791-3245
FAX: 614-791-3244 or 614-791-3246

www.opba.com

October 11, 2007

ELECTED OFFICERS

Executive Director
TERRY GALLAGHER
Parma Hts. P.D., Retired

Executive Secretary
JEFFREY PEDICINO
Solon P.D.

Recording Secretary
BRIAN JOHNSTON
Geauga County S.O.

Treasurer
GARY JESSER
Parma P.D., *Retired*

Financial Secretary
DAVID SPAGNOLO
Bedford Hts. P.D., *Retired*

Sgt.-At-Arms
MARTIN B. LUTZ
Cuyahoga County S.O.

Director of Organization
WALTER C. GOULD
Amherst P.D., *Retired*

TRUSTEES

PATRICK M. COLEMAN
Brecksville P.D.

JAMES THOMPSON
Warrensville Heights P.D.

JOSEPH D. STOCKSTILL
Cuyahoga County
Community College, Retired

General Counselors

KEVIN POWERS (In House)
S. RANDALL WELTMAN (In House)
MARK J. VOLCHECK (In House)
JOSEPH M. HEGEDUS (Columbus)
MATTHEW B. BAKER (Columbus)
MICHAEL JOHN HOSTLER (In House)

Special Counselors

DANIEL J. LEFFLER
GEORGE ARGIE, JR.
LOUIS D'AMICO
DOMINIC VITANTONIO
JOSEPH ALLOTTA (Toledo)
LARRY D. FARLEY (Toledo)
MARILYN L. WIDMAN (Toledo)
MICHELLE SULLIVAN (Toledo)
JUSTIN BURNARD (Toledo)

Business Agents

JEFFREY D. PERRY

State Employment Relations Board
65 East State Street 12th Floor
Columbus, OH 43215-4213

2007 OCT 12 A 11:40
STATE EMPLOYMENT RELATIONS BOARD

Dear Clerk:

Enclosed for filing are new CBA's between OPBA and Russell Township.

Very truly yours,

Kevin Powers, Esq.
Ohio Patrolmen's Benevolent Association

KP/jh

Cc: Vince Valerio

Enclosure