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AGREEMENT
Between

BOARD OF WEST CHESTER TOWNSHIP TRUSTEES,
BUTLER COUNTY, OHIO

and

FRATERNAL ORDER OF POLICE,
LODGE 186

October 1, 2010 to September 30, 2013

****

(Officers Below Rank of Sergeant)

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AGREEMENT

AGREEMENT made and entered into this ____ day of _____, 2011, by and between THE BOARD OF TOWNSHIP TRUSTEES OF WEST CHESTER, Butler County, Ohio (hereinafter called the "West Chester Township Trustees" or "Employer" or "Management") and FRATERNAL ORDER OF POLICE, LODGE 186 (hereinafter referred to as "Union") acting herein on behalf of the Employees of the West Chester Township Police Department, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

WITNESSETH:

WHEREAS, the Employer, its successors and assigns, hereby recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement protect against interruptions and interferences with services to the citizens of West Chester Township and surrounding communities and to set forth herein their agreement covering wages, hours, and conditions of employment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1

Recognition - The Collective Bargaining Unit

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of a bargaining unit consisting of all full-time Police Officers below the rank of Sergeant, but excluding all Employees in the rank of Sergeant and above, the Police Chief, Police Captains, Assistant Police Chief, Dispatchers, and all other Employees.

Section 2. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article I, Section 1 hereof.

Section 3. For intent, the word "Union", when used in this Agreement shall mean the Fraternal Order of Police, Lodge 186.

ARTICLE 2

No Discrimination

Section 1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, religion, creed, national origin, handicap/disability or sex. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well.

Section 2. No provision of this agreement will be used or construed to prevent, impede or preclude the Employer from satisfying its legal obligations as determined by the Employer to accommodate a disabled worker under the ADA or Ohio or Federal handicap law.

ARTICLE 3

Union Activity, Visitation and Bulletin Boards

Section 1. Upon reasonable notification to the Police Chief or his Designee, a representative of the Union shall have access to the Employer's premises for the purpose of conferring with management, delegates of the Union and/or Employees for the purpose of administering this Agreement and providing that the Employer's operation shall not be impaired.

Section 2. The Employer shall provide a bulletin board which shall be used for the purpose of posting proper Union notices. Such bulletin board shall be placed conspicuously in an area accessible to all affected employees.

Section 3. No insignia which has not been authorized by the Employer shall be worn on Employee uniforms.

Section 4. No Union business may be conducted during work time without the prior approval of the Employer.

Section 5. The Employer shall endeavor to allow Union representatives to utilize available paid time off (holidays, compensatory time or vacation time) to attend to Union business, seminars, conferences, conventions or meetings.

ARTICLE 4

No Strike or Lockout

Section 1. No Employee shall engage in any strike, sit-down, slow-down, speed-up, sit-in, cessation, stoppage or refusal to perform work, including any intermittent strike.

Section 2. The Union, its officers and agents, shall not in any way authorize, assist, encourage or participate in any strike, slow-down, speed-up, sit-down, sit-in, cessation, stoppage or refusal to perform work, including any intermittent strike.

Section 3. In addition to any remedy or right provided by applicable law or statute, should a strike, sit-down, slow-down, speed-up, sit-in, cessation, stoppage or refusal to perform work occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

(a) publicly disavow such action by the Employees;

(b) advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;

(c) notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately;

(d) post notices at Union bulletin boards advising that it disapproves of such action, and instructing Employees to return to work immediately.

Section 4. The Employer agrees that it will not lockout Employees during the term of this Agreement and the Union and Employees agree that no picketing against the Employer will occur during the term of this Agreement.

ARTICLE 5

Seniority

Section 1. Definition. Seniority shall be defined as the length of continuous service measured in years, months and days that an Employee has accumulated as a Police Officer in the service of West Chester Township.

Section 2. Accrual.

(a) An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.

(b) Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of an approved maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or maternity leave; and during a period of continuous layoff not to exceed six (6) months, if the Employee is recalled into employment; and during a sick leave of up to twelve (12) months.

Section 3. Loss of Seniority.

An Employee's seniority shall be lost and employment terminated when he or she:

(a) terminates voluntarily;

(b) is discharged for cause;

(c) exceeds an official leave of absence;

(d) is laid off for a period of more than one (1) year if the Employee has less than five (5) calendar years' seniority; or is laid off for a period of more than two (2) years if the Employee has more than five (5) calendar years' seniority.

(e) fails to notify the Employer of his intent to return to work on a recall from layoff, within five (5) days after the Employer has sent notice to him to return by letter or telegram with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his current address.

(f) is absent more than one (1) year because of non-compensable illness or injury, or more than two (2) years because of compensable illness or injury.

(g) accepts other gainful employment during an official leave of absence or otherwise without the written approval of West Chester Township.

Section 4. Application.

(a) Seniority shall apply in layoffs and recalls and for scheduling of vacations, compensatory time, personal days and holiday compensatory time, provided such requests are made, in writing, to the Chief or his designee by March 31, and as provided in the general orders, rules, regulations and procedures of the Employer.

(b) Application and use of priority seniority vacation, compensatory time, personal days and holiday compensatory time is limited to a maximum aggregate total of eighty (80) hours scheduled by March 31.

Section 5. Layoff. In the event of a layoff, probationary Employees will be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be laid off next in inverse order of their seniority.

Section 6. Recall.

(a) Whenever a vacancy occurs in a position for which a laid off Employee is qualified, such Employees shall be recalled in accordance with their seniority in the reverse order in which they were laid off.

(b) The recalled Employee shall have five (5) calendar days following the date of receipt of, or attempted delivery of notice of recall, at the Employee's last known address, to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a later date is specified in the recall notice. An Employee has the burden of notifying the Employer of his current address or of a change of address.

Section 7. Promotions. Police Officers below the rank of Sergeant are not eligible to take the promotional examination for the rank of Sergeant unless such officers have at least two years of service as a police officer with the West Chester Township Police Department and a minimum of sixty-three (63) months in law enforcement from the date of hire with a law enforcement agency.

Section 8. Should the Employer elect to fill open bargaining unit positions by virtue of a promotional examination, the Employer will post on departmental bulletin boards, with a copy to the FOP unit associate, the eligibility criteria, the structure of the examination and weight factors to be given to each portion of the examination, together with a list of all suggested study materials. If such a promotion eligibility list is developed, it shall remain in effect for one (1) year after the list is finalized and first posted with the option of the Employer to maintain such list for one (1) additional year. The Lodge President will be provided a copy of the finalized list indicating the date it was created. The Township will also notify the Lodge President in writing of its intention to extend the list including the anticipated expiration date.

While the list is in effect, the Employer shall select from among the top three (3) scorers, or the top three (3) individuals remaining at the top of the list.

Section 9. With respect to the structure and weight factors for the promotional examination, the Employer agrees to meet and discuss these factors with the Union, if requested, prior to the examination.

Section 10. Whenever a vacancy is created at the rank of Sergeant or Lieutenant, such vacancy will be filled by promotion of the next eligible individual from the appropriate promotional list as set forth in Section 8 above within one hundred eighty (180) days from the existence of the vacancy. In the event there is not a list of eligible candidates for promotion, the vacant position will be filled by promotion within one hundred eighty (180) days of the eligibility list being developed, unless the position has been abolished. Time limits may be extended by mutual agreement of the parties.

ARTICLE 6

Management Rights

Section 1. Except as otherwise specifically provided in this Agreement, it shall be the Employer's sole and exclusive right and responsibility to:

(a) determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, subcontracting, utilization of technology, and organizational structure;

(b) direct, supervise, evaluate, and hire employees;

(c) maintain and improve the efficiency and effectiveness of the Employer's operations;

(d) determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;

(e) suspend, discipline, demote, discharge for just cause, or lay off, transfer, assign, reassign, schedule, promote or retain Employees;

(f) determine the adequacy of the work force, as well as to make, amend, and enforce work rules and regulations, standard operating procedures and general and special orders;

(g) determine the overall mission of the Employer as a unit of government;

(h) effectively manage the work force;

(i) take actions to carry out the mission of the Employer as a governmental unit.

Section 2. It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein.

Section 3. The Employer shall not hereafter subcontract any of its police department functions without first notifying the Union of intent to subcontract and giving the Union an opportunity to request a meeting to discuss the Employer's intent to subcontract. If, after notifying and meeting with the Union about such subcontracting, an agreement is not reached, the Employer shall discuss with the Union the effects of such subcontracting on its Employees and carry out any agreements which may be reached during the course of such discussions.

Section 4. Furthermore, in explanation of the Employer's right to promulgate rules and regulations, general orders and standard operation procedures set forth above, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's existing or future rules and regulations, general orders or standard operation procedures, provided that the Employer has given the Union or Employees prior notice of such proposed rules or regulations and permits the Union, upon request, to meet and discuss the proposed rules. This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his/her particular circumstances.

ARTICLE 7

Dues Deduction

Section 1. Upon presentation of a written deduction authorization by the Employee, the Employer will cause the deduction of the periodic dues, initiation fees and assessments of Union members covered by this Agreement and the Treasurer of the Union will promptly issue a receipt to the Employer for all dues, initiation fees and assessments within ten (10) days of payment.

Section 2. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages and expenses sustained by reason of any action taken under this Article.

Section 3. The Employer shall be relieved from making such "check off" deductions upon:

(a) termination of employment, or

(b) transfer to a job other than one covered by the bargaining unit, or

(c) lay off from work, or

(d) an agreed leave of absence without pay, or

(e) written revocation of the check off authorization by the Employee submitted during the period of 120 to 60 days prior to the expiration of this Agreement.

Section 4. The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, initiation fees or assessment deductions.

ARTICLE 8

Probationary Employees

Section 1. Newly hired Employees or Employees new to the Police Department shall be considered probationary for a period of three hundred sixty five (365) calendar days from the first day that the Employee reports to work. Employees retained by the Employer beyond the probationary period acquire seniority as of the first day of work.

Section 2. During the probationary period, the Employer may discharge any probationer at will and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 3. An Employee who is promoted shall serve the same probationary period in the new position as a new hire. If he is removed from the new position during the probationary period, he shall be returned to his former job without loss of seniority, except that if he is discharged, his rights shall be subject to Article 9 of this Agreement.

Section 4. The parties agree that this Article shall be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict in any form or fashion with otherwise applicable provisions of Ohio law, the provisions of this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A). It is the intention of the parties that this provision be given broad interpretation so as to give the parties' collectively bargained agreement its intended preemptive effect.

ARTICLE 9

Discharges and Discipline

Section 1. The Employer, including the Chief of Police or the Acting Chief, shall have the right to discharge, suspend or discipline any Employee for just cause.

Section 2. In the event of a suspension without pay, demotion with reduction in pay, removal or discharge, the grievance and arbitration procedure of this Agreement shall be applicable.

Section 3. With respect to a suspension without pay, demotion with reduction in pay, removal or discharge, the Employer will notify the Employee within five (5) calendar days from the time of the decision to so suspend, remove or discharge, or within thirty (30) days of the close of an administrative hearing by the Chief of Police, whichever date is earlier. If the Union or the Employee desires to contest a suspension without pay, demotion or termination, it shall give written notice thereof to the Employer within a period not to exceed seven (7) calendar days from the date of the above notice. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at Step 2 of the grievance procedure.

Section 4. Upon request of the Employer, an Employee who has been absent from work (other than vacation, holiday or an approved leave of absence which are covered in other Articles herein) must furnish satisfactory proof justifying the reason for the absence or be subject to disciplinary action.

Section 5. Unfounded or unsubstantiated complaints against an Employee will not be placed in an Employee's personnel file.

Section 6. Reprimands may be kept in an Employee's personnel file for up to two (2) years. After two (2) years, if no further corrective or disciplinary action has been taken against the Employee, the reprimand will be expunged from the file. Any written request made by an Employee for the purging of his/her personnel files will be signed by the Supervisor overseeing or completing the task and routed back to the Employee once all files have been purged.

Section 7. Within a reasonable time of a request, an Employee may inspect his or her personnel file, provided such requests have not been made more than one time in any thirty day period. The following requirements govern such requests:

(a) The Employee shall inspect the personnel file at a time mutually agreeable to the Employee and the Employer.

(b) If the Employee objects to any item in the personnel file, he or she may provide written clarification or explanatory response for inclusion in the file.

(c) Employees may request copies of items in their personnel file subject to a reasonable copying charge imposed at the discretion of the Employer.

Section 8. If, under the public records act, a non-employee makes a request to inspect an Employee's personnel records, the Employee will be notified of the date and time of the inspection and given an opportunity to review the file or information prior to inspection.

ARTICLE 10

Grievance Procedure

Section 1. A grievance is a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof, and shall be processed and disposed of in the following manner:

Step 1: Within a reasonable time, not to exceed ten (10) calendar days following the date of occurrence, and except as provided in Article 9, an Employee having a grievance and/or his Union representative shall put the grievance in writing and take it to the Bureau Commander. The Employer shall give its answer to the Employee and/or his Union representative within ten (10) calendar days after the presentation of the grievance in Step 1. Within this twenty (20) calendar day period, the Employee is encouraged to seek to resolve his grievance on an informal basis.

Step 2: If the grievance is not settled in Step 1, the grievance may, within seven (7) calendar days after the answer in Step 1, be presented in Step 2 in writing to the Chief of Police or his designee.

A grievance so presented in Step 2 shall be answered by the Employer within seven (7) calendar days after its presentation.

Step 3: If the grievance is not settled in Step 2, the grievance may, within seven (7) calendar days after the Answer in Step 2, be presented in Step 3 in writing to the Township Administrator, or his or her designee. At this time a Local or International Representative of the Union may, at the discretion of the Employee-grievant, be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented which may relate to a

resolution of the grievance. A grievance so presented in Step 3 shall be answered by the Employer within seven (7) calendar days after its presentation.

Section 2. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement. Failure of the Employer to answer within seven (7) calendar days will cause the grievance to proceed automatically to the next Step. The parties may mutually agree to extend, in writing, any time limit under this Article.

ARTICLE 11

Arbitration

Section 1. A grievance as defined in Article 10 which has not been resolved thereunder may, within ten (10) calendar days after the completion of Step 3 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefor to the American Arbitration Association, with a copy of said notice to the other party. The arbitrator shall be selected from a panel of twelve (12) arbitrators who have offices located within the State of Ohio or within 125 miles of West Chester, Ohio furnished by the Arbitration and Mediation Service ("AMS"); provided, however, that the parties may agree in a particular case to a mutually agreeable arbitrator to whom the above referenced 10 day written notice shall be sent, with a copy to the other party. The arbitration shall be conducted in conformity with AMS rules.

Section 2. The fees and expenses of the arbitrator shall be borne equally by the parties except for the AMS panel fee, which will be paid by the Employer; provided however, if the grievance is withdrawn the Union shall reimburse the Employer one-half (1/2) of the total panel fee. This provision shall not apply if the grievance is mutually settled by the parties prior to the arbitration hearing.

Section 3. The award of the arbitrator hereunder shall be binding upon the Employer, the Employee and the Union.

ARTICLE 12

Unpaid Leave

Employees shall be eligible for unpaid leave in accordance with the following:

Section 1. Maternity Leave:

(a) An Employee may use Paid Sick Leave for absences caused by medical conditions related to pregnancy for that period in which the Employee is unable to perform the substantial and material duties of her position (this time of using Paid Sick Leave will be defined by the physician recommendation). If additional time off is requested, Employees will be required to use accrued vacation, personal or compensatory time off.

(b) Maternity leave without pay granted under subsection (a) for pregnancy, childbirth, and related medical conditions shall in no event exceed six (6) months. If the Employee is unable to return to work within six (6) months, the Employee shall be given a disability separation. Maternity leave without pay shall not include time requested for purposes of child care following the Employee's recovery from childbirth or other termination of the pregnancy.

(c) Any additional leave without pay for parental or child care purposes must be requested in writing and may be approved at the sole discretion of the Employer.

Section 2. Military Leave. Leaves of absence without pay, for the performance of duty with the United States Armed Forces or with a Reserve component thereof, shall be granted in accordance with applicable law.

Section 3. Other Leaves. Leaves of absence without pay for other reasons may be granted at the sole discretion of the Employer.

Section 4. When an Employee returns to work following a leave of absence, he shall be returned to his former classification without loss of seniority and with all across the board wage increases, unless otherwise provided in this Agreement.

Section 5.

(a) Benefits and insurance will not accrue during any period of unpaid leave except that during such approved unpaid leaves of absence, upon the Employee's request, the Employer may continue group health insurance coverage at the expense of the Employee as provided by Federal law.

(b) Employees on approved Family Medical Leave shall be exempt from this Section. The Employer will adhere to the provisions of the 1993 Family Medical Leave Act as provided in the applicable Township personnel policies and regulations.

ARTICLE 13

Paid Leave

Section 1. An Employee shall be paid his regular pay for three (3) working days of Funeral Leave in the event of the death of a relative in his immediate family defined as follows: spouse, child, brother, sister, parents or legal guardian, grandparents, mother-in-law or father-in-law. Such three (3) days must coincide with the day of death or day of the funeral, unless otherwise approved by the Chief of Police.

Section 2. In the event of a death of a relative other than those in the immediate family as described above, the Police Chief may, at his sole discretion, grant one (1) day of funeral leave in order that the Employee may attend the funeral.

Section 3. In circumstances of unusual distances of travel or extreme weather conditions the Police Chief may, at his sole discretion, grant up to an additional two (2) days of leave with pay for the Employee to travel to the funeral of a relative in the immediate family which time shall be charged against the Employee's accrued sick leave. However, such additional leave shall not constitute an occurrence under Section 5.221 of the West Chester Police Department Policy and Procedure Manual.

Section 4. An Employee shall be paid at his regular rate of pay for one (1) working day's absence to care for the Employee's new child by birth or adoption. An Employee may also use up to two (2) additional days of leave under the same circumstances, and the additional days shall be charged against the Employee's accrued sick leave, but such additional days shall not constitute an "occurrence" under Section 5.221 of the West Chester Police Department Policy and Procedure Manual.

Section 5.

(a) An Employee who suffers an on the job injury while in the performance of his official duties, and acting within the scope of his employment with the West Chester Township Police Department, who is not working as a result of that injury, will be compensated at his regular rate of pay at the time of the injury less the Employee's income from any other source including Workers' Compensation, retirement, private insurance, or other forms of government payment, for a period of time not to exceed one hundred eighty (180) calendar days, except with the approval of the Board of Trustees. The Employer shall have the right to demand proof of all items listed above regarding receipt of payment from other sources. Falsification of any information with respect to this or any paid leave shall be grounds for discharge.

(b) An Employee claiming the right to receive, or who is receiving injury leave compensation, may be required by the Employer, from time to time, to submit to a medical examination by a physician selected by the Employer for the purpose of determining any questions regarding eligibility for and the duration of injury leave.

(c) An Employee on injury leave and unable to perform his regularly assigned duties may, at the discretion of the Employer, be assigned other duties not requiring great physical exertion in lieu of injury leave compensation, provided such work is available and either the Employee's or Employer's physician releases the Employee to return to work under such conditions.

Section 6. All Employees, who have completed their probationary period and who are called (not volunteered) to serve as jurors, will receive their regular pay less their pay as a

juror. Upon discharge from jury duty by the Court, the Employee shall immediately call his supervisor for instructions regarding reporting for work.

Section 7.

(a) Employees, after completing their probationary period, shall be entitled to three (3) personal days per year as scheduling permits. Personal days may not be taken in less than one-half (1/2) shift increments and may not be carried over from one year to the next year without the written approval of the Police Chief.

Section 8. The Employer shall have the right to demand proof of all items listed above regarding paid leave.

ARTICLE 14

Vacations

Section 1. Employees shall be entitled to vacation time with pay each year as follows:

(a) After completion of one (1) year of full-time service with the Employer - eighty (80) hours,

(b) After completion of seven (7) years' full-time service with the Employer - one hundred twenty (120) hours,

(c) After completion of fourteen (14) years' full-time service with the Employer - one hundred sixty (160) hours,

(d) After completion of twenty-one (21) years' full-time service with the Employer two hundred (200) hours.

Section 2. Vacation schedules shall be established in accordance with the Employer's rules, regulations, general orders, procedures and resolutions. Provided, however, that up to two (2) weeks of vacation may be scheduled by seniority, subject to the restrictions set forth in Article 5, Section 4, if such request is submitted to the Police Chief, or his designee, in writing, by March 31 for that calendar year. Vacation requests received subsequent to March 31 will be determined by the earliest date a written request for vacation was submitted. Seniority priority vacation may not exceed two (2) weeks and additional vacation may only be taken if department schedules permit.

Section 3. Vacation pay shall be based upon the Employee's regular pay in effect when the Employee starts his vacation.

Section 4. Vacation earned must be taken by the end of the calendar year following the Employee's anniversary date of employment; provided, however, that no more than one (1) week of vacation may be carried beyond the above period upon written request by the Employee. During the carryover year the Employee may request that the carryover week of vacation be paid in cash in lieu of taking the week off. The cashout option for carryover vacation time may not be exercised more than one time in any twelve (12) month period following the Employee's anniversary date of hire. An Employee may carryover an additional one (1) week of vacation at the discretion of the Chief of Police; provided the Employee also has taken at least two (2) actual weeks of vacation time off during the year from which additional vacation carryover is sought.

Section 5. An Employee, in order to receive vacation pay, must be in the actual employ of the Employer at the time he takes his vacation, except as follows:

(a) An Employee, who has resigned with two weeks notice and has turned in all issued equipment who has not received his vacation pay to which he is entitled, shall receive his vacation pay at the next regular pay period.

(b) An Employee with four (4) or more years of seniority and who has been terminated by the Employer for reasons other than insubordination, falsifying Employer records, theft, or mistreatment of members of the public or other Employees of the Employer or immorality, and who has not received his vacation pay to which he is entitled, shall receive his vacation pay at the next regular pay period provided he has turned in all Employer issued equipment.

Section 6. If an Employee is hospitalized while on vacation, his leave status will be changed from vacation leave to sick leave for the period of hospitalization provided satisfactory proof thereof is presented to the Employer.

Section 7. A newly hired Employee with prior full-time service with a public law enforcement agency, upon the successful completion of his probationary period, will be credited with such service for purposes of Section 1, above, rounded up or down to the nearest year of such full-time service.

Section 8. The designated beneficiary of an Employee who dies while performing police duties assigned by the Employer will receive all accrued vacation pay.

ARTICLE 15

Holidays

Section 1. The following holidays will be recognized by the Employer:

(a) New Year's Day
(b) Martin Luther King's Birthday
(c) Presidents' Day
(d) Memorial Day
(e) Independence Day
(f) Labor Day
(g) Columbus Day
(h) Veterans' Day
(i) Thanksgiving Day
(j) Christmas Day

Section 2. Holidays/Compensatory Time. Effective 1/1/11 Employees shall receive, each year, one hundred twenty (120) hours of holiday compensatory time plus eight (8) hours or any equivalent portion thereof, for any special holiday or partial holiday to be accrued quarterly on January 1, April 1, July 1 and October 1. The authority to grant special holidays, including days of mourning, shall rest with the Township Trustees. This holiday compensatory time will not be considered in the two hundred forty (240) hour limit on the accrual of compensatory time. The scheduling or the use of the holiday compensatory time will be in accordance with Article 18, Section 1.

All new hires will automatically receive sixty (60) hours of holiday compensatory time. If for any reason a police officer on probationary status leaves the employment of West Chester Township after receiving the sixty (60) hours of holiday compensatory time, then such former police officer on probationary status will receive payment for the unused pro rata share of holiday compensatory time earned at the rate of 3.33 hours for each full work week completed after the date of hire.

Section 3. Banked holiday compensatory time hours not taken before the end of the calendar year shall be paid before the end of the calendar year, or in January of the following year. Such payment shall be at the Employee's regular rate at the time of payment.

ARTICLE 16

Sick Leave

Section 1.

(a) Employees will earn sick leave at the rate of one and one quarter (1-1/4) days or ten (10) hours per month for time actually worked with the Employer. Employees may accumulate said sick leave up to a maximum of nineteen hundred twenty (1920) hours.

(b) When an Employee reaches fourteen hundred forty (1440) accumulated sick hours the Employer may be requested to purchase from the Employee, at the Employee's option, two hundred forty (240) hours of sick time at the conversion rate of one-half (1/2) of one (1) hour's pay at the Employee's current rate of pay for each one (1) hour of sick leave purchased.

(c) If the fourteen hundred forty (1440) hour conversion option set forth above in Section 1(b) is not exercised by the Employee and, therefore, is waived, the Employee may continue to accumulate sick leave credit. When an Employee's sick leave accumulation exceeds sixteen hundred eighty (1680) hours, an Employee in good standing may thereafter request, in writing, that the Township purchase such sick leave accumulation in excess of sixteen hundred eighty (1680) hours on a one-for-one basis at the Employee's current rate of pay. Said option may not be exercised by an Employee more than once per calendar year.

(d) After twenty-four (24) years of employment with the Employer, an Employee may exercise the retirement option described in this Section. This option may be exercised on a one-time basis.

(e) Upon retirement or death, the Employee, or his next of kin, as the case may be, will be eligible to receive payment for earned sick leave credit accumulated in excess

of sixteen hundred eighty (1680) hours on a one-for-one basis at the Employee's current rate of pay and, additionally, will be eligible to receive payment for up to sixteen hundred eighty (1680) hours of earned sick leave, to be paid at one-half (1/2) of the Employee's current rate of pay (annual salary divided by 2080 hours).

(f) Upon death in the line of duty, the Employee's next of kin will receive payment for all earned sick leave credit accumulated on a one-for-one basis.

Section 2. Pay for any sick leave shall be at the Employee's normal rate of pay (annual salary divided by 2,080 hours).

Section 3. At the sole discretion of the Employer, upon the successful completion of his probationary period, an Employee may be credited with up to two hundred forty (240) hours of accumulated sick leave earned in a comparable full-time law enforcement position with another state or local Employer if that sick leave time was not paid or otherwise converted upon termination of employment.

Section 4. Upon request of the Employer, an Employee must furnish satisfactory proof of his or her sickness, illness or disability before a day of sick leave is paid if the illness is in excess of two (2) days.

Section 5. At the sole discretion of the Employer, up to three (3) days of sick leave may be granted when an immediate family member including the spouse, children, brothers, sisters, parents or legal guardian and grandparents who normally reside in the Employee's home suffers a serious illness or injury requiring the presence of the Employee at home.

Section 6. An Employee may, at his option, donate sick leave to another Employee who is sick and in need of sick leave and without any accumulated sick hours. Such donated

sick leave must be in writing and have the approval of the Employer and shall in no event exceed a total of six (6) months' time for the donee.

ARTICLE 17

Welfare

Section 1. The Township will provide bargaining unit Employees with the same health insurance options enjoyed by other Township employees throughout the term of this Agreement from a carrier of its choice or on a self-insured basis.

(a) Insurance coverage disputes are to be resolved exclusively by the insurance carriers or plan administrator.

(b) The Union President (or his/her designee) and up to two (2) members as selected by the Union President, will be present and participate in all health care committee meetings to review and recommend health care insurance. The Health Care Committee will meet as often and as necessary to facilitate in a timely fashion all information and cost information as needed to maximize the value to Employees and cost effectiveness of health plan redesign.

(c) In the event that escalations in major medical insurance premium costs exceed the ability of the Employees to continue to make the required premium or co-payments, the Employer and covered Employees will discuss and, upon mutual agreement, consider adjustments to deductibles, co-pays, and coverage levels in an effort to contain costs for both the Employees and the Employer. Any such agreements will be reduced to writing, signed by both parties and maintained as a record of the current coverage level for purposes of this Agreement.

Section 2. The Township will provide health insurance for all full-time Employees in the form of plan options: Basic Plan, an Elective Plan, and/or a Health Savings Account

(HSA). Employees who wish to participate in a Township health insurance program are required to pay for such coverage via a pre-tax reduction plan through contributions equal to the following:

(a) Basic Plan*: The Employee shall pay an amount equal to 12% effective 7/1/11, 12% effective 1/1/12, and 13% effective 1/1/13 of the premiums and premium equivalents including but not limited to any applicable HRA reimbursement or fees owed by the Township to participate in the program, rounded to the nearest tenth of a dollar; or

(b) Elective Plan*: The Employee has the option to participate in an Elective Plan by paying an amount equal to 12% effective 7/1/11, 12% effective 1/1/12, and 13% effective 1/1/13 of the premiums and premium equivalents including but not limited to any applicable HRA reimbursement or fees owed by the Township to participate in the program.

(c) Health Savings Account (HSA)*: The Employee has the option to participate in a Health Savings Account and pay an amount equal to 12% effective 7/1/11, 12% effective 1/1/12, and 13% effective 1/1/13 of the monthly premiums and monthly premium equivalents including but not limited to any applicable HRA reimbursement or fees owed by the Township to participate in the program, rounded to the nearest tenth of a dollar.

(d) The Township is under no obligation to offer or meet the current level of benefit for the Basic Plan or the HSA, or to provide the Basic or HSA plans in any subsequent year.

(e) It is understood the Elective Plan, or its equivalent, as offered by a carrier, during the term of this Agreement, will change from a 100% in-network, 70% out-of-network plan to a 90% in-network, 60% out-of-network plan, effective July 1, 2011.

Section 3. From time to time, and at its discretion, the Township may provide to bargaining unit members, additional supplemental health and welfare benefits or incentives generally afforded to other Township employees that are not specifically delineated in this Agreement. It is recognized that such allowances and incentives are provided apart from this Agreement at the sole discretion of the Township for whatever period of time the Township deems appropriate.

Section 4. The Employer, at its option, may self-insure certain benefits and will provide general liability insurance coverage for Employees acting in good faith, within the scope of their official duties as assigned by the Township.

Section 5. Any Employee may decline health care coverage and, upon proof of coverage elsewhere, receive a one thousand two hundred dollar ($1,200.00) allotment to waive health care coverage payable on or before the last regular payroll in December of that year for a full year of such waived coverage or a pro-rated amount on a monthly basis if less than one (1) year. This monetary allotment is only payable to those Employees that are not carried on the Township's health care plan in any form.

Section 6. During the term of this Agreement, the Employer will continue to provide forty thousand dollars ($40,000.00) in term life insurance for each Employee and Accident & Sickness Coverage at the levels provided on the effective date of this Agreement, so long as said coverage remains available to the Employer at a reasonable cost. The Employer will notify affected Employees if a decision is made to discontinue any such coverage.

Section 7. There shall be a joint Township inter-departmental Safety and Health Committee (Risk Management Committee) established under the sponsorship of the Township

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* Note: HRA reimbursement ends 7/1/11.

Administration. The Police Department will have one representative on this committee appointed by the Chief of Police. In addition, one representative will be appointed by the Union to sit on this committee. The committee member assigned by the Union to this position shall sit on this committee without compensation if the meeting is on the Employee's off day or extends beyond their normally scheduled shift.

ARTICLE 18

Hours of Work and Overtime

Section 1. Commencing with the first full pay period following October 4, 2001, an Employee working in excess of one hundred and seventy-one (171) hours in a twenty-eight (28) day work period, as defined by the Fair Labor Standards Act, as amended, or in excess of the Employee's regular work schedule, whichever is less, shall, as determined by the Employer, either be paid time and one-half his/her regular rate or receive compensatory time off on the basis of one and one-half (1-1/2) hours off for each hour of overtime worked. Time off to use earned compensatory time will be granted within sixty (60) days of the request made by the Employee, or be paid in cash if the off time request cannot be accommodated. Provided, however, that for up to any forty (40) hours of overtime earned in a given contract year, the Employee shall determine whether such overtime shall be paid, or taken as accumulated compensatory time.

Section 2. When compensatory time is used, it shall count as hours worked during the applicable work period for purposes of determining overtime. No Employee shall be permitted to accrue more than two hundred forty (240) hours of unused compensatory time and any Employee who has accrued unused compensatory time to the two hundred forty (240) hour limit shall be paid in cash for additional overtime worked. If an Employee is paid in cash for accrued compensatory time, he/she shall be paid at the Employee's regular rate at the time of payment. Upon termination of employment, unused compensatory time shall be paid at the Employee's average regular rate for the last three (3) years of employment or the Employee's final regular rate, whichever is higher.

With respect to the work period as defined in this Article, the Employer reserves the unilateral right to increase such work period up to the statutory limit of 28 days or any lesser division thereof.

Section 3. Except as otherwise provided herein, hours worked in addition to the regularly scheduled hours of work and not in excess of the applicable FLSA overtime standard (presently 171 hours in a 28 day cycle), shall be in consideration of the Employees' basic salary.

Section 4. During the term of this Agreement the Employer will endeavor to maintain a work schedule of four (4) days on and two (2) days off for Uniform Patrol. However, the Employer shall have the right to adopt a more efficient tour system or work schedule provided that the Union is given prior notification and an opportunity to meet and confer regarding the proposed changes.

Section 5. Assignment, approval, documentation, compensation and other matters regarding overtime, or hours worked beyond the regular schedule, except as specifically provided in this Agreement, will be subject to the rules and regulations and general orders of the Employer.

Section 6. Except as provided in Section 1, above, off duty court compensation will be paid for actual time in court (including reasonable time spent traveling to and from court) by officers who are off duty whose presence is required for official West Chester Township matters at one and one-half (1-1/2) times the Employee's normal hourly rate (salary divided by 2080 hours) of pay. Employees shall be credited with a minimum of three (3) hours off duty court compensation in connection with any such required appearance. A second minimum for an additional off duty court appearance on the same day is only payable if such appearance occurs outside the initial appearance's three (3) hour minimum and is separated by one (1) hour

from the conclusion of the first three (3) hour minimum period. The Employer may request proof of presence in court before payment of court time. Such compensation shall also apply to any required range training, scheduled training classes and scheduled mandatory departmental meetings or testing during an Employee's regularly scheduled off duty time. Modification of an Employee's schedule to provide for training, classes, or meetings shall be in accordance with West Chester Police Department Policy and Procedure Manual Section 5.226. This Section shall also apply to an Employee who is called out by the Employer for official Employer business and who physically reports for duty after more than one hour has elapsed since the Employee's shift has ended or is scheduled to begin. Such Employee shall be credited with a minimum of three (3) hours off duty "call out" compensation in connection with any such required duty. If a call out is canceled prior to the Employee reporting for duty, the Employee shall receive one (1) hour of compensation in lieu of the minimum.

Section 7. For Employees working a four (4) and two (2) schedule, except as provided in paragraph 1, above, duty assigned to be worked more than four (4) hours after an Employee's regularly scheduled shift shall be compensated for, at the Employer's option, in the form of hour for hour compensatory time, time off from the Employee's regularly scheduled shift, or at the Employee's straight time rate (annual salary divided by 2,080 hours) of pay.

Section 8. For Employees working a five (5) and two (2) work schedule or a forty (40) hour work week, except as provided in paragraph 1, above, duty assigned outside the regularly scheduled shift will be compensated for at the Employer's option, in the form of hour for hour compensatory time, time off from the Employee's regularly scheduled shift or at the Employee's straight time rate (annual salary divided by 2,080 hours) of pay.

Section 9.

(a) Off duty details for and on behalf of other Employers will be paid a minimum of $35 per hour for security and $40 per hour for traffic and will be made available through the Department in a fair and impartial manner. Such details are voluntary and will not exceed twenty (20) hours per week or ten (10) continuous hours unless approved by the Chief of Police. The Union reserves the right to waive the $30 minimum by written notice to the Employer. A supervisory rate of $40 per hour for security and $45 for traffic is established and will be required when four (4) or more officers are assigned to a detail.

(b) A marked vehicle will be assigned for appropriate off-duty highway traffic details or where required for the safety and protection of the officers involved. The cost of the additional equipment will be determined by the Chief of Police and charged to the person or firm employing the service.

Section 10. Pyramiding of overtime or premium time shall be prohibited.

ARTICLE 19

Wages

Section 1. Effective with the pay period beginning closest to October 1 of each year of this Contract, rates of pay computed hourly for Employees shall be in accordance with the following schedule, subject to the conditions set forth in paragraph 2, below:

Employees hired before July 1, 2010, are to be paid in accordance with the following five step schedule:

Dates	Step 1	Step 2*	Step 3	Step 4	Step 5
10/1/10	$51,435.66	$55,330.60	$59,225.55	$63,120.49	$67,015.44
10/7/11	$52,978.73	$56,990.52	$61,002.31	$65,014.11	$69,025.90
10/5/12	$54,303.19	$58,415.28	$62,527.37	$66,639.46	$70,751.55

The following rates and six step schedule are payable to Employees hired on or after July 1, 2010:

Dates	Step 1	Step 2*	Step 3	Step 4	Step 5	Step 6
10/1/10	$51,435.66	$54,551.61	$57,667.57	$60,783.52	$63,899.48	$67,015.44
10/7/11	$52,978.73	$56,188.16	$59,397.59	$62,607.03	$65,816.46	$69,025.90
10/5/12	$54,303.19	$57,592.86	$60,882.53	$64,172.21	$67,461.88	$70,751.55

*Employees may be initially hired at Step 2 at the Employer's discretion and at a higher Step if agreed to by the FOP.

Section 2. Eligibility for step rate increases during the term of this Agreement shall be on the basis of merit which shall be payable to the Employee on the pay period after the

Employee's anniversary date of first reporting to work for the Employer. The Police Chief shall determine whether an Employee is entitled to a merit wage increase by means of a written performance evaluation to be submitted to and reviewed with the Employee, by the Police Chief or his designee, prior to the Employee's yearly anniversary date of employment. Failure to attain a satisfactory performance evaluation will result in no incremental merit wage increase for the following twelve (12) months.

Section 3. After completion of five (5) continuous years of service with the West Chester Township Police Department, Employees will receive longevity pay in the first pay period in December of each year equal to $75.00 per year of service with the Employer.

Section 4. Beginning the effective date of this Agreement, any Employee assigned to plainclothes duty for a continuous period exceeding ninety (90) days shall become eligible for and be reimbursed $400.00, twice per calendar year, for a clothing allowance, upon the presentation of $400.00 in clothing receipts. Such clothing allowance is payable at the first pay period in March and September of each calendar year. An Employee newly assigned to plain clothes duty and upon completion of a continuous period exceeding ninety (90) days shall be reimbursed the $400.00 clothing allowance upon presentation of clothing receipts. Such allowance will then be deducted from the next scheduled clothing allowance payment.

Section 5. All Employees working rotating reliefs for a continuous period exceeding one hundred eighty (180) days shall become eligible for shift pay of $700.00 per year payable on a semi-annual basis of $350.00 the first payday of March and $350.00 on the first payday in September. Employees who are assigned to duty on a permanent basis for more than thirty (30) consecutive work days on either the second or third shift shall be entitled to shift differential pay, instead of rotating shift pay, at the rate of $700.00 per year payable on a semi-

annual basis of $350.00 the first payday of March and $350.00 on the first payday in September. Rotating shift pay or shift differential pay shall be pro-rated if worked for less than a twelve (12) month period.

Section 6. Effective 2/3/2002 the Employer's Agreement and assumption to pick-up and pay 10.1% of each unit Employee's individual contribution to the Public Employees Retirement System ("PERS") shall cease. Such 10.1% "pick-up" is converted to wages, as reflected in the rates set forth in Article 19 herein. During any transition period between 2/3/2002 or the effective date of new wage rates for the current Agreement, when the Employer's pension pick-up payments are assumed by the Employee, all pick-up payments that cannot be refunded to the Employer will be set off against the rates payable set forth in Article 19, Section 1.

Section 7. Any Employee assigned plainclothes duty and who is also assigned primary on call responsibility during off duty hours on a regular basis throughout the calendar year shall be entitled to a yearly stipend of $400.00, payable in the first pay period in December. Employees assigned to plainclothes, primary on call duty for less than 12 months, but more than 30 days, will have their on call pay pro-rated accordingly.

Section 8. Patrol officers assigned to and serving more than four (4) hours of Officer-In-Charge duty in any workday shall be entitled to the Sergeant rate of pay for the hours worked in the Officer-In-Charge position. Assignments to Officer-In-Charge Duty shall be determined at the sole and absolute discretion of the Employer.

Section 9. Training Officers (TO's) shall receive an additional two dollars ($2.00) per hour for hours during which they are assigned to perform TO duties.

Section 10. Officers assigned as dog handlers shall, in addition to their regular pay, receive four (4) hours of pay at the applicable rate, or compensatory time of four (4) hours of time off per week as determined by the Employer, as compensation for the necessary grooming, home care and other work associated with the assignment.

The Employer will provide kennels, modified patrol cars for transportation, as well as food, veterinary services and housing while such officers are on vacation at no cost to the Employee.

This Section represents a reasonable agreement and full payment to each canine officer according to Section 7(g)(2) of the FLSA and 29 CFR 785.28. If the canine officer engages in activity beyond the necessary degree of training and care for the canine that is for the benefit of the Township, such activity must be reported to his supervisor in writing.

ARTICLE 20

Uniforms, Equipment and Educational Assistance

Section 1.

(a) Required equipment and apparel will be provided by the Employer at no cost to the Employee except for undergarments, socks, shoes, civilian clothing, flashlights, pens, pencils and notebooks.

(b) Any item of personal property damaged or lost in the pursuit or apprehension of a suspect, stolen or lost in the performance of official duties, on or off duty, will be reimbursed by the Employer at the replacement cost if not otherwise reimbursable by other sources, in an amount not to exceed $100. Any items reimbursed in excess of this amount are at the sole discretion of the Chief of Police.

Section 2. With the prior approval of the Police Chief, the Employer will reimburse an Employee for costs incurred for fees, tuition and required books upon the completion of courses related to law enforcement if the Employee attains a grade of C or above.

Section 3. Upon retirement, sworn Employees, including rehired retirees, will be afforded the opportunity to purchase their service weapon and badge for a fee not to exceed $1.00.

Section 4. Canine officers may purchase their animal pursuant to the provisions of Ohio Revised Code Section 9.62.

ARTICLE 21

Printing

This Agreement shall be printed by the Employer and supplied to each Employee within thirty (30) days of its effective date at no cost to the Employee.

ARTICLE 22

Modification and Separability

Section 1. Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours, and working conditions. Therefore, the Employer and the Union for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement, unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Section 2. Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 3. In the event of invalidation of any Article or Section, as described above in Section 2., the parties agree to meet within thirty (30) days of such action for the purpose of renegotiating said Article or Section.

Section 4. The parties agree that this Agreement will be the sole and exclusive authority and recourse available to Employees and the parties hereto, and where subjects covered and provisions of this Agreement conflict with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).

ARTICLE 23

Disciplinary Investigations

Section 1. When an Employee of the Police Department has been the subject of an investigation which results in a disciplinary hearing, he or his designated representative shall have the right to obtain a copy of any written statement he has made or any recorded statement he has given, which are to be used in the disciplinary hearing.

Section 2. In any interrogation conducted by the Employer, a member of the Union shall have the right to tape record his entire interrogation, including comments prior to and following the actual questioning. The interrogation shall not be unreasonably delayed because of the request for a tape recording.

Section 3. In the event the Employee's tape recorder fails to work and the Employer makes its own recording, the Employer will make the original recording available to the member or his designated representative to copy.

ARTICLE 24

Publication of Assignment Availability

When, in the sole discretion of the Employer, it is determined that a new assignment, or vacancy in an existing area, becomes available by reason of promotion, retirement, resignation, or transfer, notice of such assignment availability shall be forwarded to all units and conspicuously posted. All such notices will contain a complete description of the position to be filled, including duties, working hours and any special qualifications that may be desired but not required. All personnel who feel that they qualify for the assignment or vacancy are encouraged to submit a request to be considered for transfer to the new assignment or vacant position. Notice of vacancies shall be read at briefing for three (3) consecutive days and posted for seven (7) days prior to filling the position.

Nothing in this provision shall in any way control the right of the Police Chief to make a change in assignment or to temporarily fill a vacancy. The above procedure is only intended to provide a standardized method to be utilized prior to permanently filling a vacancy.

ARTICLE 25

Labor Management Meetings

A committee consisting of up to four (4) members of Management and up to a total of four (4) members from the FOP, with at least one member from each bargaining unit, will meet from time to time by mutual consent to discuss issues of mutual concern. Agenda items will be exchanged, in writing, three (3) days in advance of any schedule labor-management meeting.

ARTICLE 26

Hiring Retirees

Employees who retire under PERS are eligible to be rehired by the Employer in their former positions as full-time Patrol Officers, Sergeants, or Lieutenants in the sole discretion of the Employer and only with the approval of the Chief of Police and Township Administrator. Such rehired retirees' wages, hours, working conditions, and other benefits, will not be subject to the respective wage or benefit Articles of this Agreement except as specifically set forth in the Employment Agreement and are not subject to the grievance and arbitration provisions hereof with respect to the subjects of hire, tenure and discipline. Rather, such terms and conditions of re-employment shall be governed by an Employment Agreement between the parties (Employer, Union, and Employee), which shall provide specifically for the wages and benefits of each such individual and particularly for the at-will nature of such re-employment. The general format and terms of such Employment Agreement is attached hereto as Appendix A.

ARTICLE 27

Duration

This Agreement shall become effective as of October 1, 2010 and shall continue until September 30, 2013. Thereafter, it shall continue in force from year to year unless either party hereto notifies the other in writing at least sixty (60) days prior to the expiration of the term or extended term of this Agreement, of any intention to make changes in or terminate the Agreement.

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement this ____ day of _____, 2011.

FOR LODGE 186

~~Sergeant~~ KEITH BEALL, FOP President
OFFICER

_____, Committee Member

DAVID BUSEMEYER, ~~Committee Member~~

NEIL SCHMITZ, Committee Member

_____, Committee Member

THE BOARD OF TRUSTEES
OF WEST CHESTER TOWNSHIP
BUTLER COUNTY, OHIO

Catherine Stoker, President

Lee Wong, Vice President

George Lang, Trustee

Judith C. Boyko,
Township Administrator

Col. Erik D. Niehaus,
Police Chief

_____
_____, Committee Member

_____
_____, Committee Member

_____
Susan Jansen, Lodge Attorney

_____
Lt. Col. David W. Kelly,
Asst. Police Chief

_____
Captain Joel M. Herzog,
Bureau Commander

_____
Captain Brian L. Rebholz,
Bureau Commander

Approved as to Form:

FROST BROWN TODD LLC
Attorneys at Law

By: _____
Donald L. Crain

APPENDIX A

EMPLOYMENT AGREEMENT
FOR POLICE PERSONNEL RECEIVING RETIREMENT BENEFITS

This agreement is made and entered into the _____ day of _____ between West Chester Township, Butler County, Ohio, hereafter called the "Township" or "Employer" and_____, hereafter called "Employee," pursuant to the following terms and conditions:

A. WHEREAS, the Township wishes to employ the services of (Name and Position); and

B. WHEREAS, the Township and Employee desire to provide for certain procedures, benefits and requirements regarding the employment of Employee by the Township; and

C. WHEREAS, the Employee wishes to accept employment as Position of the Township under the terms and conditions recited herein;

D. WHEREAS, the Fraternal Order of Police and Employee agree to waive all rights to any wages and fringe benefits, except as outlined below;

E. WHEREAS, the Fraternal Order of Police and Employee agree to waive all rights to grieve, or contest in any way, any discipline or termination, except as outlined below;

F. WHEREAS, the Fraternal Order of Police and Employee agree to waive all rights that may be provided by any Ohio law, including Ohio Revised Code Sections 505.49 through 505.495, or any other local law, except as outlined below;

NOW THEREFORE, the Township and Employee agree to the following:

1. DUTIES - The Township agrees to employ Name as the Position of West Chester Township, Butler County, Ohio, to perform all duties as specified by law and resolution and to perform such other proper duties as assigned by the Township Trustees.

2. COMPENSATION - The Board shall set the compensation of Employee annually as Salary; payable on a bi-weekly basis as are all other Township employees. The Township Trustees shall review Employee's compensation annually to determine salary increases, if applicable, to be effective the first full pay period of each subsequent year. The Employee's salary shall be 90% of the salary paid to other employees holding a similar position at the top step. Overtime and hours worked outside the Employee's regular schedule shall be calculated and paid in accordance with the terms of the Hours of Work and Overtime Article of the labor Agreement and the Fair Labor Standards Act, as amended. Disputes regarding the Hours of Work and Overtime Article are subject to the grievance and arbitration procedures of the labor Agreement.

3. TERMS OF EMPLOYMENT – Employee shall be retained as position of West Chester Township, Butler County, Ohio at the pleasure of the Board of Township Trustees for three (3) years, commencing Date through Date. Three (3) months prior to its expiration, the Agreement may be extended for subsequent one (1) year term(s) upon mutual agreement.

4. BENEFITS – The Township will provide Employee with benefits that are equal to that which is provided for other full-time non-contract Township employees, and as provided for by current Township personnel policies, unless otherwise stated in this Agreement.

a. Employee shall be provided with eighty (80) hours of paid vacation per year; forty (40) hours may be carried over into the next year or cashed out if at least forty (40) hours have been used. The Employee cannot accumulate more than one hundred twenty (120) vacation hours for any given year.

b. Employee shall be provided with forty (40) paid supplemental hours off. Supplemental hours cannot be carried over into the next year or cashed out.

c. Employee shall be provided with eighty additional (80) hours of time off without pay.

d. Employee shall be granted sick leave (15 days annually) equal to that of all other full-time non-contract Township Employees. Upon resignation, the Employee cannot cash out unused sick leave.

e. Employee shall be entitled to ten (10) paid holidays per year.

f. Employee shall be afforded all other leaves (personal, funeral, etc) as provided by policy to other full-time non-contract employees.

5. RETIREMENT- Employee will participate in the OPERS Retirement System. The Township and Employee will contribute the OPERS designated allocation respectively of the Employee's earnable salary as provided by law.

6. EXPENSES AND TRANSPORTATION – The Township shall reimburse Employee for expenses for Township business at the current rate approved by the Board.

7. INSURANCE COVERAGE

a. The Township shall provide full-major medical and other healthcare insurance for employee and dependents as provided for other full-time non-contract Township Employees, or the Employee may decline coverage as provided for by current board policy.

b. The Township shall provide the Employee with life insurance at no cost in an amount equal to that which is provided for by current board policy.

8. POLITICAL ACTIVITIES – The Employer and the Employee agree that the best interests of the community will be served if the Employee refrains from participation in Butler County or West Chester Township political activities, of any sort, candidate or issue, partisan or non-partisan except to vote as he chooses; except after receiving written permission of the Township.

9. BINDING EFFECT – This agreement shall be binding on West Chester Township and Employee and their successors, assigns and heirs respectively. Should West Chester Township incorporate, such successor shall continue to employ Employee under the terms and conditions of this Agreement in a comparable position deemed appropriate by the successor employer.

10. TERMINATION OF AGREEMENT – Employer or a successor entity may terminate Employee at any time during the term of this Agreement with thirty (30) days written notice. Employer may place Employee on administrative leave with pay at any time during employment.

> **Notwithstanding the rights provided to Employee by Ohio Revised Code Sections 505.49 to 505.495 and any other section of the Ohio Revised Code that might provide employment rights to Employee, the Township, Fraternal Order of Police, and Employee agree that Employee's employment, termination and discipline will be governed by this agreement. [Employee name] expressly waives the protections that Ohio Revised Code Sections 505.49 through 505.495 would otherwise provide. Further Employee and the Fraternal Order of Police expressly waive all rights to any wages and fringe benefits, and all rights to grieve, or contest in any way, any discipline or termination, except as outlined in this Agreement.**

11. SAVINGS CLAUSE - This Agreement is subject to all future and existing applicable State laws and Township resolutions or in the event the Township becomes a city, city ordinances and regulations would prevail. If any provision(s) contained herein is contrary to the above, such provision(s) herein contained shall automatically be terminated. Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal or competent jurisdiction, then such decision or legislation shall apply only to the specific Article, Section or portion of the Agreement. The parties will meet and discuss the abrogated provision. The remainder of the Agreement shall remain in full force and effect.

Employee:	Township Administrator:
_____	_____
Employee Signature	Judith C. Boyko
_____	_____
President, FOP (attest)	Date

Chief of Police

_____

Erik D. Niehaus

Date:

_____

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