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STATE EMPLOYMENT
RELATIONS BOARD

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SERGEANTS

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CAPTAINS

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OHIO PATROLMAN'S BENEVOLENT ASSOCIATION

AND

**LIBERTY TOWNSHIP BOARD OF TRUSTEES
LIBERTY TOWNSHIP, TRUMBULL COUNTY, OHIO**

JANUARY 1, 2011 THROUGH DECEMBER 31, 2013

28

Table of Contents

		<u>Page</u>
Article 1	Preamble	3
Article 2	Statement of Purpose	3
Article 3	Recognition	3
Article 4	Dues Deduction and Fair Share Fee	3
Article 5	Representation	4
Article 6	Non-Discrimination	5
Article 7	No Strike/No Lockout	6
Article 8	Wages	6
Article 9	Insurance Coverage	7
Article 10	Hours and Overtime	8
Article 11	Compensatory Time	9
Article 12	Grievance Procedure	10
Article 13	Holidays	12
Article 14	Vacations	13
Article 15	Sick Leave	15
Article 16	Injury on Duty	15
Article 17	Professional Liability Insurance	16
Article 18	Uniforms and Personal Duty Equipment	16
Article 19	Employee's Seniority Status	17
Article 20	Recall	18
Article 21	Longevity	18
Article 22	Bereavement	18
Article 23	Bulletin Boards	18
Article 24	Military Leave	19
Article 25	Corrective Action and Personnel Files	19
Article 26	Vindication	20
Article 27	Internal Affairs	20
Article 28	Investigative News Releases	21
Article 29	Management Rights	21
Article 30	Health and Safety	22
Article 31	Court Time and Call Out Pay	23
Article 32	Miscellaneous	23
Article 33	Shift Assignments and Job Assignments	25
Article 34	Substance Abuse/Drug Testing	26
Article 35	Duration	26

**ARTICLE 1
PREAMBLE**

Section 1. This agreement is hereby entered into by and between the Liberty Township Trustees, hereinafter referred to as the "**Employer**", and the Ohio Benevolent Patrolmen's Association, hereinafter referred to as the "**OPBA**".

Section 2. Should any part of this Agreement be declared invalid by operation of law or by any tribunal of competent jurisdiction, invalidation of such part shall not invalidate the remaining parts and they shall remain in full force and effect. In addition, good faith negotiations shall commence immediately between the parties in an attempt to reach mutual agreement on replacement language.

Section 3. In the event of enabling legislation during the life of this Agreement or any extension thereof, to include matters subject to collective bargaining which were not included on the effective date of this Agreement, the parties shall commence negotiations on these new matters not later than thirty (30) calendar days from receipt of a notice of intent to negotiate regarding such new matters by either party. If an agreement is reached as to these new matters, it shall be reduced to writing, signed by the parties, and incorporated herein.

**ARTICLE 2
STATEMENT OF PURPOSE**

Section 1. It is the purpose of the parties to use their best efforts to serve the citizens of Liberty Township and the public in general; to achieve better understanding, communication and cooperation between the Township and the OPBA and its bargaining unit members; to assure proper and uninterrupted police service and to promote orderly and harmonious employee relations, and an attitude of mutual respect and fair dealing among the Township, the OPBA, and the bargaining unit.

**ARTICLE 3
RECOGNITION**

Section 1. The Township recognizes the OPBA as the sole and exclusive representative of all bargaining unit employees as to all matters concerning their wages, hours, terms, and conditions of employment.

"Bargaining Unit" includes all full-time police officers of the Employer in the Police Department in the rank of Sergeant and Captain, excluding the Police Chief.

**ARTICLE 4
DUES DEDUCTION AND FAIR SHARE FEE**

Section 1. During the life of this Agreement, the Employer shall deduct OPBA membership dues and fair share fees levied in accordance with the constitution and bylaws of the OPBA from the pay of each employee either by individual written authorization or as required by law.

Deduction provided for in this Article shall be transmitted to the OPBA in accordance with the practices established between the parties.

Section 2. The OPBA will adopt and maintain a rebate procedure requiring:

- (1) That the OPBA may not use dissenter's funds for purposes not related to the negotiation and administration of the collective bargaining agreement unless otherwise allowed by law; and
- (2) A detailed financial listing certified -through audit by a CPA of all major categories of OPBA expenses including those payments made to any state and/or national affiliates that will be used for agreement and non agreement purposes; and,
- (3) That the OPBA plan provides for a reasonable prompt decision by an impartial decision-maker in the event disputes arise and/or challenges are made.

Section 3. In the event there are no fair share fee payers, the above requirements shall not be required. If the Township is subject to SERB charges or litigation arising from the OPBA rebate procedure or audit, the OPBA will indemnify and hold harmless the Township for any resulting damages and/or attorney's fees.

ARTICLE 5 REPRESENTATION

Section 1. No more than two (2) bargaining unit members or their designees, with counsel, shall be admitted to the Township's facilities and work sites during working hours upon reasonable advance notice to the Township. Such visitations may be for the purpose of ascertaining whether or not this Agreement is being observed by the parties, to participate with the Township in the discussion of problems, to process and participate in the adjustment of grievances, and to attend other meetings. The OPBA agrees that such activities shall not interfere with the normal work duties of the employees, except to the extent authorized.

Section 2. The Township Trustees/Administrator and/or Chief of Police will meet as often as necessary to discuss any subject which members in the bargaining unit deem necessary. The Township Trustees and/or Chief of Police will meet with the OPBA representative upon request of the OPBA as often as is reasonably necessary to discuss employment problems.

As a courtesy and to facilitate the adjustment of work schedules, the OPBA's representatives will personally notify immediate supervisors of the dates and times of such meetings immediately upon the parties reaching mutual agreement as to the date and time of any such meeting.

Written responses promised by either the Township Trustees/Administrator or Chief and the OPBA during such meetings to matters raised by the OPBA representatives or the Township will be submitted to the respective parties' designees who attend such meeting, within fourteen (14) calendar days after such meeting, unless the parties mutually agree to a time extension.

Should these meetings start before or extend beyond the bargaining unit representatives regularly scheduled straight time hours on the day in question, the Township shall not be obligated to pay overtime for such additional hours. However, if the bargaining unit's representatives are required to be in attendance at meetings called for by this Section, they shall be granted pay at the appropriate rates.

This Section refers only to the formal monthly meeting between the Township and the OPBA representatives. Nothing in this Section is intended to prohibit additional, informal meetings between the Township and the OPBA representatives where there is mutual agreement of the necessity of such meeting.

Section 3. Consultation, negotiations, and other representation activities necessary to further the purpose of this Agreement are recognized as a proper part of the conduct of the Township's business and shall normally take place during duty hours. Bargaining unit employees representing either the Township or the OPBA in these joint activities shall be given sufficient time during duty hours, without loss of pay or other benefits, to perform these functions; however, such privilege will not be abused by the OPBA representative.

Section 4. The Township agrees to keep the OPBA informed of all matters having an effect upon the employment relations and/or working conditions of the employees in the bargaining unit.

Section 5. Meetings of the OPBA will be permitted on Township property so long as work is not interrupted.

Section 6. Duly elected OPBA delegates or alternates to the annual conventions, President's Conferences, and/or Executive Board meetings of the OPBA who are in the bargaining unit shall be granted time off without pay for the purpose of participating in such conventions. The OPBA shall give the Township at least one (1) month's written notice, or at the regular meeting prior to the convention, the names of the members who will be attending such functions and proper notice and said permission shall be put in the minutes of the Township.

Section 7. Not more than two (2) bargaining unit representatives and not more than two (2) professional staff of the OPBA shall serve on the OPBA Bargaining Committee. Where such meetings occur during such bargaining unit representatives' regularly scheduled straight time hours on the days in question, they shall be attended without loss of pay or benefits. The OPBA will notify the Township of the names and normal shift schedules of representatives selected for this purpose at least one (1) calendar week prior to the first scheduled negotiation date.

ARTICLE 6 NON-DISCRIMINATION

Section 1. Neither the Township, its agents, the "OPBA", or its officers shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, age, political affiliation, handicap or religio

**ARTICLE 7
NO STRIKE - NO LOCKOUT**

Section 1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party and inasmuch as the Township and the OPBA recognize their mutual responsibility to provide for uninterrupted service to the citizens of Liberty Township, THEREFORE:

- (1) The OPBA agrees that neither it, its officers, agents, representatives or bargaining unit members will authorize, instigate, cause, aid, condone or participate in any strike or work stoppage, by its members or other employees of the Township for the duration of this Agreement. When the Township notifies the OPBA by certified mail of any such strike activity, the OPBA shall immediately order such members to return to work.
- (2) The Township agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the bargaining unit.

**ARTICLE 8
WAGES**

Section 1. A Sergeant who replaces a Captain will be paid the salary of the Captain whom he or she replaces for such period as he or she performs the duties of the higher rank in accordance with the current practices of the Department. Wages will be paid day by day or per eight-hour shifts.

Section 2. The hourly base rate of pay for ranking officers shall be as follows:

	<u>1/1/08</u>	<u>1/1/09</u>	<u>1/1/10</u>
Sergeants	\$25.76	\$26.59	\$27.45
Captains	\$29.62	\$30.64	\$31.71

NEW LANGUAGE:

The hourly base rate of pay for Sergeants shall be nineteen percent (19%) higher than the base rate of pay of the highest paid Patrolman.

The hourly base rate of pay for Captains shall be nineteen percent (19%) higher than the base rate of pay of the highest paid Sergeant.

Section 3. Effective January 1, 2008, a shift differential shall be applied to an employee's regular hourly rate of pay for the following:

- (1) Employees working the "Afternoon Shift": \$.20 per hour
- (2) Employees working the "Midnight Shift": \$.30 per hour

Section 4. (1) The Township shall continue payments into the Pension System (PERS) at the

applicable rate as set by the administrators of the system and as required under state law.

(2) The Employer agrees to pay the employee's share of the Public Employees' Retirement System contribution.

Section 5. No employee of the bargaining unit shall be disciplined except for the grounds stated in Section 124.34, Et. Seq. of the Ohio Revised Code and in accordance with the Rules and Regulations of the Liberty Township Civil Service Commission, and/or a violation of Department policy and regulations.

ARTICLE 9 INSURANCE COVERAGE

Section 1. The Employer will provide and pay the premium for a life insurance policy for each employee in the amount of thirty-five thousand dollars (\$35,000.00).

Section 2. The Employer shall continue to provide full time bargaining unit employees and their eligible dependents, major medical, dental and vision insurance coverage as defined in Appendix A. Effective upon execution of this Collective Bargaining Agreement and for the duration of this agreement, bargaining unit employees, covered under the employers health insurance plan, as defined in Appendix A, shall pay an employee health insurance contribution (of the total combined cost coverage for major medical; vision and dental) according to the following schedule:

NEW LANGUAGE:

	2011	2012	2013
Single:	10% of yearly premium	10% of yearly premium	10% of yearly premium
EE/Dep(s)	10% of yearly premium	10% of yearly premium	10% of yearly premium
EE/Spouse	10% of yearly premium	10% of yearly premium	10% of yearly premium
Family:	10% of yearly premium	10% of yearly premium	10% of yearly premium

Payments will be made through bi-weekly payroll deductions, calculated as follows:

Total health insurance monthly premium costs multiplied by 12 months; then multiplied by yearly employee % contribution; then divided by 26 bi-weekly pay periods.

Employees may opt-out of vision and/or dental coverage to reduce their contribution costs. In addition, employees may elect to opt-out of health insurance coverage and receive a monthly stipend as allowed by Township resolution, provided the employee qualifies for the monthly stipend.

For the term of this agreement, and not to extend past December 31, 2013, the employee health insurance contribution rates shall be capped at \$125.00 per month, in bi-weekly payroll deductions.

Section 3. In the event the yearly cost to provide a Maintenance of Benefits without any decrease in benefits of any kind to the employees, paid by the Employer, to the Health Insurance premiums, increases in excess of twenty-five percent (25%) of the previous year's premiums

costs, the Employer may request to re-open the agreement to negotiate with the OPBA necessary provisions to maintain fully paid monthly premiums by the Employer.

Section 4. At least four (4) months prior to the renewal date of the current hospitalization plan, or prior to the re-opener specified in Section 2 of this article, a "Township wide Health Insurance Review Committee" shall be convened by the Board of Trustees to review the current hospitalization plan. This committee shall review the current plan, and shall participate in the preparation of putting out for bids the hospitalization insurance coverage. After the committee's initial year of establishment, the committee shall meet at least quarterly. This committee shall consist of six (6) members from the following:

- One (1) representative from the IAFF
- One (1) representative from the OPBA
- One (1) representative from the Teamsters
- Three (3) representatives appointed by the Board of Trustees

Section 5. These committee members shall be selected and/or appointed at the sole discretion of their respective organization. The Chairperson shall be determined from one of the three (3) appointees from the Board of Trustees. The Committee shall, at its first meeting, establish rules and regulations for governing the committee. However, the rules and regulations shall provide that each of the six (6) members shall have one (1) vote and that a majority vote will be controlling. Each representative shall have the opportunity to use any advisor or consultant it deems necessary. The committee will review all bids and will be involved in any and all discussions with proposed carriers when any presentation is made to the Board of Trustees.

Section 6. The Township shall provide and pay charges for surgery to improve nearsightedness; farsightedness; and/or astigmatism that changes the shape of the cornea. Benefits shall include the facility fee and materials related to surgery. Covered surgeries may include but are not limited to excimer laser photo refractive keratotomy, heratomileusis and epikeraoplasty. This benefit is limited to the employee only. Employee dependants are not eligible for this benefit. This a one-time benefit subject to the calendar year deductible with coverage at 80% not to exceed a maximum amount of one thousand six hundred dollars (\$1,600.00) per eye per lifetime by the Township, with any remaining expense or portion thereof to paid by the employee.

Section 7. The Township shall provide and pay nine hundred dollars (\$900.00) towards orthodontic appliances for dependants up to the age of eighteen (18) years of age.

Section 8. Members of the Bargaining Unit will not pay higher premiums for health care coverage than any other member/participant of the Liberty Township health care plan. Police Bargaining Unit Members shall have coverage equal to any other member/participant of the Township's health care plan.

ARTICLE 10 HOURS AND OVERTIME

Section 1. Eight (8) consecutive hours per day, including a thirty (30) minute paid lunch

period, shall constitute a normal workday. Forty (40) hours per week shall constitute a normal workweek.

Section 2. Work schedules are defined as a member's regularly assigned hours of the day and days of the week, and shift assignments. Changes in work schedules shall be made only to meet the operational needs of the Township and shall not be made arbitrarily.

Section 3. A workweek shall consist of 40 hours which will be five eight hour turns. Every employee shall have sixteen hours off between turns. Any employee who does not have sixteen hours off between turns shall receive time and one-half for any hours less than sixteen. This does not apply to an officer electing to work overtime or forced overtime shortening the sixteen hours off between turns. Any hours worked in excess of eight hours per day or forty hours per week shall be paid at time and one-half.

Section 4. The Employer shall have the right to force an employee to work overtime in accordance with the present rules and regulations. If the Employer fails to follow proper procedure in forcing an employee out, it will pay the forced out employee double time for all hours worked.

NEW LANGUAGE:

Section 5: In the case of grievances involving loss of pay, such as discharge or disciplinary suspension without pay, administrative or investigatory suspension without pay, or layoff/removal from the schedule, a grievance may be filed, in writing, to the Township Administrator within seven (7) work days after the event giving rise to the grievance. The parties shall meet at a mutually convenient time, within five (5) work days after the employee has filed the grievance. The Trustees shall give the answer, in writing, to the OPBA and the aggrieved employee within five (5) work days after the grievance meeting has been held. At the option of the union, arbitration shall proceed under the expedited arbitration rules of the Federal Mediation and Conciliation Service. Otherwise, demands for arbitration of such grievance shall be processed under Step 3 of this Grievance Procedure.

**ARTICLE 11
COMPENSATORY TIME**

Section 1: Understanding of Compensatory Time: Bargaining unit members may elect to take compensatory time off in lieu of cash payment of overtime, when an employee works in excess of the hours of work set forth in Article 10, Hours of Work/Overtime, of this Agreement. Compensatory time shall be as follows:

- A. Employees earning compensatory time off may bank their time in their compensatory time bank at the rate of one and one-half (1-1/2) hours for each hour of overtime worked.
- B. The maximum hours an employee may bank in their compensatory time bank, shall not exceed three hundred (300) hours. All overtime worked that would be in excess of the three hundred (300) hours shall be paid in cash at the regular overtime hourly rate of pay, and no additional hours shall be banked until a reduction from the three hundred (300) hours maximum has been made.

- C. When an employee has worked overtime and wishes to bank compensatory time, the employee shall notify the Police Chief of the employee's desire to bank compensatory time, and shall determine the amount to be banked. Those hours not banked shall be paid in cash to the employee under the normal overtime payment procedures.
- D. When requesting compensatory time off, requests for vacation and paid holidays will be honored first. Should two (2) or more employees request compensatory time off at the same time (same calendar day), priority of preference shall be given to the most senior employee. The use of compensatory time as time off will be reasonably governed by scheduling considerations. Approval of compensatory time is subject to the same approval requirements as all other benefits, such as vacation leave, except that time limits may be waived if it is deemed by the Chief or his designee to be an emergency situation.
- E. Compensatory time off can be taken off in a minimum of four (4) hour increments.

Section 2: Record of Compensatory Time: The record of compensatory time shall be submitted to the Township Fiscal Officer or his designee with the payroll at the conclusion of the work period in which the overtime is worked. The Township Fiscal Officer's or designee's record regarding accumulation of accrued compensatory time and overtime and the use of compensatory time shall be the official record.

Section 3: Cash Out of Compensatory Time: Bargaining unit members may cash out no more than 80 hours once every six month period, with a written request submitted to the Police Chief. Payment of unused compensatory time may be submitted for payment in April and October of each year.

ARTICLE 12 GRIEVANCE PROCEDURE

Section 1. The word "Grievance" as used in the Agreement refers to an alleged failure of the Township to comply with law or with the provisions of this Agreement, or any other complaint or dispute concerning employee relations, working conditions and/or unjust or inequitable treatment.

Any dispute which is the subject of Civil Service Commission jurisdiction or which is pursued to the Civil Service Commission may not be a grievance pursuant to this Article and shall not be processed to arbitration.

Section 2. A grievance, under this procedure, may be brought by an employee who is in the bargaining unit. When a group of employees desire to file a grievance involving a situation affecting such employees in the same manner, one member selected by such group will process the grievance.

Section 3. All disciplinary actions must be pursued through the grievance and arbitration procedure contained herein.

Section 4. A grievance is further defined as any question concerning the interpretation or application of the work agreement provisions or any situation in which an employee thinks he or she is being treated unfairly by supervision. The time limitations for the grievance procedure provided for herein may not be extended, unless mutually agreed to by both parties.

All grievances will be processed in the following manner:

Step 1:

The aggrieved employee shall present the grievance, in writing, on the form furnished by the Employer and mutually agreed upon by the OPBA and the Employer. The statement of grievance shall set forth the facts involved, the approximate time of the occurrence and/or when the employee first had knowledge of the occurrence, the relief requested, and shall be signed and dated by the employee and the employee's representative. Grievances shall be presented to the Chief of Police within seven (7) workdays after the employee has knowledge of the event. The Chief of Police shall give the answer, in writing, to the OPBA and the employee within seven (7) workdays after receiving the grievance.

Step 2:

If the grievance is not adjusted in Step 1, the employee may appeal the grievance, in writing, to the Township Trustees within seven (7) workdays after receiving the Chief of Police's answer in Step 1. The parties shall meet at a mutually convenient time, within seven (7) workdays after the employee has appealed the grievance. The Trustees shall give the answer, in writing, to the OPBA and the aggrieved employee within seven (7) workdays after the grievance meeting has been held.

Step 3:

If the grievance is not satisfactorily adjusted at Step 2, the OPBA may appeal the grievance in the following manner:

Within thirty (30) workdays from receipt of the decision of the Trustees, the grievant may appeal said decision to arbitration by notifying the Trustees in writing. The appeal to arbitration is conditioned on the signed approval of the Director of the OPBA.

Within ten (10) days from the receipt of the properly signed appeal for arbitration, the Employer's representative shall confer with the grievant or the appropriate representative of the OPBA to determine if an arbitrator can be mutually agreed upon. If the parties are unable to agree on an arbitrator within three (3) days of their conference, the Employer and the OPBA shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) names from which the arbitrator shall be selected by the alternative-strike method. The parties shall "flip a coin" to determine who strikes first.

The Arbitrator shall conduct a hearing on the grievance within sixty (60) days after he or she is selected as arbitrator. The hearing shall be in Liberty Township, Ohio.

If the question of the arbitrability of the issue is raised, the arbitrator shall rule first on this question. If the arbitrator rules that the grievance is arbitrable, he or she then shall proceed

to conduct a hearing on the merits.

The arbitrator shall make his or her written decision on the grievance within thirty (30) days after the conclusion of the arbitration hearing process.

The arbitrator's fees and other expenses shall be borne equally by the Employer and the OPBA, except the costs associated with the appearance of witnesses, attorneys, the production of documents, or other fees whether they are for consultants or otherwise, shall be borne solely by the party incurring said costs.

The arbitrator's decision shall be final and binding upon the Employer, the OPBA and the grievant.

After an employee has placed a grievance in the hands of the OPBA, and an OPBA representative has informed the Employer that the OPBA will represent such employee in handling such grievance; the Employer will not endeavor to adjust such grievance with the employee without consent of the OPBA.

A grievance not resolved within any step by the failure of the Employer to meet the prescribed time limit shall be ruled in favor of the employee; any grievance not timely filed by the employee or his/her representative will be ruled in favor of the Employer.

A form shall be provided by the Employer for the submission of all grievances.

A representative of the OPBA must be present at all steps of the grievance procedure.

The Employer will assign a consecutive number to each grievance and will maintain a logbook available, upon request, to the OPBA to account for each number assigned.

Section 5. Within the grievance procedure, for the purpose of counting time, "workdays" as used in this Agreement will not include Saturdays, Sundays, or holidays, scheduled time off, and approved leaves.

Section 6. An employee with a grievance who has an OPBA representative attending meetings or discussion may do so in each step of the grievance procedure during regularly assigned working hours without loss of pay or time to that employee provided:

- (1) An "emergency" situation does not exist requiring his/her presence at his/her assigned work station; and
- (2) Arrangements have been made and approved by his/her supervisors to have his/her assigned work properly "Covered" during his/her absence. It is expected that the privilege will not be abused and that approval will not be unreasonably withheld.

**ARTICLE 13
HOLIDAYS**

Section 1. All bargaining unit employees shall enjoy, as holidays, those days designated as holidays by Section 511.10 of the Ohio Revised Code. Detective Bureau members shall enjoy holiday benefits on the day of celebration designated by the State of Ohio for State employees. Patrol Division members shall enjoy holiday benefits on the actual day of the holiday no matter what day of the week that they fall.

Section 2. Employees shall receive holiday compensation as follows:

- (1) All employees shall receive eight (8) hours holiday pay for each holiday that falls within their employment period and such holiday pay shall be paid in a lump sum by separate check less applicable withholdings and deductions on the first payroll pay day in the month of December. Any employee scheduled to work on a holiday, who elects not to work on a scheduled holiday, may do so if he or she is able to procure a suitable replacement, subject to the approval of the Chief which approval shall not unreasonably be withheld.
- (2) Any employee who works a holiday shall receive compensation in the amount of double time for the hours worked.
- (3) Any employee who works an extra turn on a holiday shall receive compensation in the amount of double time for hours worked.
- (4) Any employee working in excess of eight (8) hours on a holiday shall receive double time for all hours in excess of the original eight (8) hours.

Section 3. On any day or partial day designated by a Township official by proclamation as a day or partial day off for Township employees, bargaining unit employees will be given the day or partial day off if scheduling permits; or equivalent compensatory time off within thirty (30) days; or pay, if after thirty (30) days

NEW LANGUAGE:

Section 4: Subject to minimum staffing requirements, scheduled employees, in order of seniority on the given shift on the holiday in excess of minimum staffing requirements will be offered the opportunity to have the holiday off. The employer shall make the offer as soon as practicable before the holiday.

**ARTICLE 14
VACATIONS**

Section 1. Bargaining unit employees shall enjoy the following vacation schedule:

<u>Years of Service</u>	<u>Paid Days Off</u>
1 to 5 years	2 weeks (10 Days)
Beginning after 5 years	3 weeks (15 Days)
Beginning after 10 years	4 weeks (20 Days)

Beginning after 15 years
Beginning after 20 years

5 weeks (25 Days)
6 weeks (30 Days)

Section 2. Employees may accrue vacation time off for up to fifteen (15) days. Employees who have more than fifteen days of vacation accumulated shall be allowed to use all days over fifteen or be paid for accumulated days over fifteen within the next two years. The Township shall pay accumulated vacation time not in excess of ten (10) days in cash if requested, within thirty (30) days of the employee's anniversary date. Seniority in the Police Department shall be the determining factor as to vacation selection dates with priority to seniority which is exercised as to dates of vacation, between January 1st and March 31st of the calendar years; otherwise, seniority shall not preempt times of vacation, accrued vacation time subject to statutory limitation.

Section 3. Vacation time off and vacation pay are earned in the year preceding. Therefore, an employee shall qualify immediately each anniversary date for the vacation time corresponding to his or her years of service. Any employee leaving the employ of the Police Department for any reason shall receive pay for accrued but unused vacation, on a prorated basis.

Section 4. If an employee transfers to another department within the Township all unused vacation credit shall continue to be available for his/her use. In the case of death, resignation or layoff of an employee, there shall be paid to the employee, or to his/her widow(or) or other beneficiary as provided by statute, in addition to back pay then due, the vacation pay accrued and unused in accordance with this Article.

Section 5. Vacations may be taken by the day or may be accumulated at the option of the employee subject to the provisions of this Agreement and the prior approval of the Chief of Police, which approval shall not be unreasonably withheld.

Section 6. An employee serving in the National Guard of Ohio shall receive credit for vacation equal to the time served with the National Guard. Likewise an employee who was serving on active duty with the armed forces of the United States for a period of a year or more shall receive credit for vacation. The vacation time credit shall equal the number of years in active service but not to exceed four years of active duty. If an employee has served in both the Ohio National Guard and the United States Armed Services, he or she must choose from which duty he or she will receive his or her vacation credit. An employee will not be given double credit. Reserve time or active duty time less than a year does not count for vacation credit. An employee must furnish a D.O. Form 214 to receive this credit.

Section 7. Employees must physically work on duty at least twenty-six (26) weeks during the calendar year to qualify for full vacation time. Any employee physically working less than twenty-six (26) weeks will have vacation time prorated as follows:

26 weeks	100%	18 weeks	69%
25 weeks	96%	17 weeks	65%
24 weeks	92%	16 weeks	61%
23 weeks	88%	15 weeks	57%
22 weeks	84 %	14 weeks	53%
21 weeks	80%	13 weeks	50%

20 weeks	76%	0 – 12 weeks	-0-
19 weeks	73%		

Vacation time, accumulated time, sick leave and injury on duty leave shall not be counted as days worked for the purpose of this section.

ARTICLE 15 SICK LEAVE

Section 1. All full-time bargaining unit employees shall earn sick leave at the rate of fifteen (15) days per year with no limitation on the number of days of sick leave earned which may be accumulated.

Section 2. Sick leave shall be charged to any employee on the basis of actual time (hour by hour) absent due to illness.

NEW LANGUAGE:

Section 3. If any employee hired prior to April 1, 1989, becomes totally disabled or retires, the Township will purchase the unused portion of his or her sick leave at the rate of 33-1/3 of the unused portion. Any employee hired after April 1, 1989, who becomes totally disabled or retires, will be entitled to receive a cash payment for 33 1/3% of the unused portion of his or her sick leave up to a maximum of 960 hours.

Section 4. In the event that an employee does not use any sick leave, workers' compensation, or leave of absence, the employee shall be entitled to a sick leave incentive bonus, on a monthly basis, in accordance with the following schedule:

\$50.00 per month January 1 to June 30:	\$300.00
\$50.00 per month July 1 to December 31:	\$300.00

Sick leave incentive bonus shall be paid in the first pay, following the completion of the above listed dates, as defined within this section.

ARTICLE 16 INJURED ON DUTY

Section 1. Any police officer injured on duty with an injury compensable under Chapters 4121 and 4123 of the Ohio Revised Code shall be entitled to receive from the Township a loan advancement against anticipated workers' compensation/disability benefits pending the processing of his/her claim for a period not to exceed ninety (90) working days.

If an officer qualifies for benefits pursuant to this section, he/she will receive said benefits as follows:

- (1) An officer shall receive benefits as loan advancement against anticipated workers' compensation/disability payments in an amount equal to his or her regular net pay. (Net pay being the regular gross pay per pay period less all applicable state, federal and local

tax withholdings and deductions)

- (2) Benefits received shall be for a period not to exceed ninety (90) days per occurrence, commencing on the first day the officer is off and terminating ninety (90) days thereafter or earlier upon either (i) the receipt of workers' compensation/disability benefits; or (ii) when determined by a physician that the officer can return to work. However, in no event, will anyone injury be covered by any more than one (1) ninety (90) day benefit period.
- (3) Upon any injury on duty for which benefits under this section are claimed, the officer will immediately commence and/or implement any and all claim proceedings available to him under Chapters 4121 and 4123 of the Ohio Revised Code for the awarding of workers' compensation/disability benefits.
- (4) Upon allowance of claim and receipt of benefits awarded to the officer by the Bureau of Workers' Compensation, the officer shall immediately reimburse Liberty Township dollar for dollar; all monies loaned and/or advanced to the officer pursuant to this section, regardless of the level of benefits awarded by the Bureau of Workers' Compensation. If the amount due the Township exceeds the workers' compensation benefits received, the amount due in excess of the benefits received shall be paid by the officer either in cash or a charge against his or her sick leave hours. If in the event the officer does not have sufficient sick leave hours to cover his or her off time, the balance owed the Township shall be paid in cash. The officer may elect to pay the monies owed to the Township from his or her payroll check at a sum equal to the amount required to be reimbursed to the Township at the maximum rate of fifteen percent (15%) of his or her net pay per a two (2) week pay period once per month until paid in full.
- (5) The Township shall have the right to have any officer off on injured duty pay examined by its physician, at its expense as many times as it deems necessary.
- (6) If the officer's claims for workers' compensation/disability benefits, pursuant to Ohio Revised Code Section 4121 or Ohio Revised Code Section 4123, are rejected or denied, the officer agrees to repay all injured on duty benefits advanced, either in cash or to charge an equal amount against his or her sick leave hours. If in the event the officer does not have sufficient sick leave hours to cover his or her off time, the balance owed the Township shall be paid in cash. The officer may elect to pay the monies owed to the Township from his or her payroll check at a sum equal to the amount required to be reimbursed to the Township at the maximum rate of fifteen percent (15%) of his or her net pay per a two (2) week pay period once per month until paid in full.

ARTICLE 17 PROFESSIONAL LIABILITY INSURANCE

Section 1. The Township shall provide at no cost to all bargaining unit employees, effective not later than ninety (90) days following the effective date of this Agreement, professional liability insurance with the minimal annual coverage per employee of Two Hundred Fifty Thousand Dollars (\$250,000.00) per Plaintiff, One Million Dollars (\$1,000,000.00) per incident.

**ARTICLE 18
UNIFORMS AND PERSONAL DUTY EQUIPMENT**

NEW LANGUAGE:

Section 1. All employees granted an annual uniform allowance are responsible for replacement of all damaged and/or worn clothing or uniform articles with the exception of the ballistic vest damaged in the line of duty, and duty belt and attachments (i.e.: handcuff case, pepper spray case)

Section 2. The Township will provide all sworn full-time officers who have completed not less than one (1) year service, a uniform allowance in the amount of \$775.00 for uniform purchase and/or maintenance.

This allowance check will be provided to each eligible officer after the passage of the Township's permanent budget, and should be available about April 1st of each year.

Section 3. In the event an item of any designated uniform/equipment changes, the Employer shall provide the initial issue of that item(s).

Section 4. The Township shall provide all full-time police officers with semi automatic pistols with the appropriate holster and ammo leather that will hold at least two (2) clips.

Section 5: The township shall continue to provide equipment that was provided as of January 1, 2002. Any new issue or replacement shall be the complete set needed for the officer to carry and utilize in the manner it is now being used. Said equipment shall be replaced by the Township as needed through regular wear and tear or damage in the line of duty.

Section 6: Firearms Qualification Bonus:

Each Sergeant and Captain who passes the required OPOTA firearm qualification course required for all Liberty Police Officers shall receive an annual Firearms Proficiency pay of \$750.00 Annual payment shall be made on or about July 1st of each year.

**ARTICLE 19
EMPLOYEE'S SENIORITY STATUS**

Section 1. For purposes of vacations, paid holidays and personal days, employees with the greatest amount of Township police service shall be given first consideration with preference as follows:

- (1) First consideration shall be given to members off duty;
- (2) Second consideration shall be given to members on duty;
- (3) Further consideration shall be given to other members who shall include, but not be limited to members accepting "Doubles".

Section 2. Any employee transferring to a different new department shall establish seniority in such department as of his or her transfer date.

Section 3. The seniority of an employee within a particular classification or department shall depend upon the order of his or her promotion to that classification or department. When a reduction is to be made within a classification or department, the last employee promoted to the classification or department shall be the first to be reduced. Such reduced employees shall be permitted to displace an employee in the classification or department from which he or she was promoted who has less seniority. Such employees affected will remain on a layoff list for a period of two (2) years.

Section 4. In the event an employee is transferred from one department to another and is subsequently reduced, such employee shall either be reduced to a lower classification in that department, displacing an employee with less seniority, or returned to the department from which he or she was transferred.

ARTICLE 20 RECALL

Section 1. The recall of employees from a layoff list shall be in reverse order of the layoff with employees with the greatest amount of seniority to be recalled first.

ARTICLE 21 LONGEVITY PAY

Section 1. All employees of the bargaining unit, who have completed not less than three (3) full years of service credit, shall be granted longevity pay as follows: Four Dollars (\$4.00) per month for each completed year of service up to a maximum of twenty-three (23) years. Longevity benefits shall be calculated once each year for all employees. All employees whose anniversary date falls before July 1st shall have as an anniversary date for the computation of longevity pay, the previous January 1st. All employees whose anniversary date falls after July 1st shall have an anniversary date for the computation of longevity pay, the following January 1st.

ARTICLE 22 BEREAVEMENT

Section 1. A three (3) day bereavement leave is granted to all employees in the event of a death in the immediate family. Proof of death and relationship of the deceased shall be provided upon request of the Employer. The immediate family is defined as: spouse, parent, parent-in-law, step-parent, child, son-in-law, daughter-in-law, stepchild, brother, sister, grandparents, grandchild, half-brother, half-sister, brother-in-law, or sister-in-law (spouse's sibling or sibling's spouse).

ARTICLE 23 BULLETIN BOARD

Section 1. The Township shall provide a locked bulletin board in the facility for the exclusive use of the OPBA or members of the bargaining unit. The keys to such board shall be

provided to the top official in the bargaining unit, who shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their free time. The minimum size of this bulletin board shall be two (2) feet by four (4) feet.

Section 2. No notices will be placed on the bulletin boards which contain:

1. Personal attacks upon any Township employee;
2. Scandalous, scurrilous or derogatory attacks upon the administration;
3. Attacks on any other employee organization;
4. Attacks on and/or favorable politically-oriented comments regarding a candidate for public or Township office

ARTICLE 24 MILITARY LEAVE

Section 1. The Employer shall grant leave and pay in accordance with applicable state and federal laws.

ARTICLE 25 CORRECTIVE ACTION AND PERSONNEL FILES

Section 1. The tenure of every employee shall be of good behavior and efficient service. No employee shall be reduced in pay or position, suspended, discharged, disciplined, or removed except for the grounds stated in Section 124.34 of the Ohio Revised Code, or a violation of the rules of the Liberty Township Civil Service Commission, or a violation of department policy or regulations. The Township shall take no form of corrective action against any member in the bargaining unit except for just cause.

Section 2. The Township agrees that principles of progressive corrective action will be followed with respect to minor offenses; that is, an oral warning the first offense and any subsequent offenses where such action is deemed appropriate, one or more written reprimands prior to any suspension for subsequent offenses. Thereafter, more severe corrective action may be taken. The Township will give copies of all written corrective actions taken to the affected member and to the Director of the OPBA immediately upon their publication.

Any objections to or allegations regarding such corrective action or documents by the affected member may be pursued through the Grievance Procedure and Arbitration as provided herein.

NEW LANGUAGE:

Section 3. Written reprimands and employee disciplinary records shall be maintained in accordance with Ohio's Public Record Act (Chapter 149 ORC). The Township cannot use suspensions more than two (2) years old, and cannot use discipline more than eighteen (18) months old in relation to any subsequent disciplinary action against an employee.

Section 4. It is recognized by the parties that the Township may prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the Township. However, to the extent that any records, papers or other documents covering

members of the bargaining unit are not legitimately considered unavailable to review by such members, every member shall be allowed to review his or her personnel file at any reasonable time upon request. If any member is involved in a grievance regarding which matters in his or her personnel file may be material, an OPBA representative will also be granted access to the member's personnel file at reasonable times where such access is authorized, in advance, by the employee-member.

Section 5. For the duration of this Agreement, and any extension thereof, if a member, upon examining his or her personnel file, has reason to believe that there are inaccuracies in those documents to which he or she has access, the member may write a memorandum to the Chief or his/her appropriate representative explaining the alleged inaccuracy. If upon investigation, the Chief or his/her representative sustains such allegations, he or she may do one of the following:

- (1) The member's memorandum may be attached to the material in question and filed with the material and with the Chief, or his/her representative, and shall note thereon his or her concurrence; or,
- (2) The Chief or his/her representative may remove the inaccurate material from the personnel file if he/she feels that its inaccuracies warrant such removal.

Section 6. For the duration of this Agreement and any extension thereof, any new material placed in a member's personnel file, after the effective date of this Agreement, which is not legitimately excluded from review by the member, may be reviewed. If such material is inaccurate (see Section 5 above) but the member feels that clarification of the circumstances surrounding the writing of such material is necessary, the member may submit to the Chief or his/her representative a written clarifying or explanatory memorandum not containing derogatory or scurrilous matter regarding the Administration or any other employees; the Chief or his/her representative will immediately arrange to have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

Section 7. Unless otherwise required by law, personnel files shall not be available for review by anyone but the Chief or his/her designee without the prior written authorization of the employee whose file is requested. Further, no information in any employee's personnel file will be shared with anyone outside of the Township except for name, place of employment, date of employment and job classification, without the prior written authorization of the employee involved, and in accordance with the Privacy Act or other applicable laws.

ARTICLE 26 VINDICATION

Section 1. An employee will be granted reasonable time during duty hours without loss of pay or benefits to investigate and process grievances and it shall be the responsibility of the OPBA Grievance Committee to keep track of all time spent in hearings when said employee is required to appear before the Chief of Police or his/her designee or any other person or Board, in reference to a grievance or disciplinary procedure during non-duty hours. If said employee is vindicated, he or she shall be compensated by the same amount of time given said employee as time earned.

**ARTICLE 27
INTERNAL AFFAIRS**

Section 1. An Internal Affairs Committee shall be activated by the Chief in the event a situation arises that warrants the investigation of the action(s) or conduct of a police officer. In the event the need for such an investigation arises, the Chief shall appoint three (3) employees, at least one (1) of which shall be of the rank of Patrolman.

**ARTICLE 28
INVESTIGATIVE NEWS RELEASE**

Section 1. In the event the Township is engaged in an investigation of any employee covered by this Agreement and upon which no charge has been filed, the Township shall issue no news release, photographs or other document which identify said employee except those required to be released pursuant to the Ohio's Public Record Act (R.C. Chapter 149)

**ARTICLE 29
MANAGEMENT RIGHTS**

Section 1. The Employer shall have the right to administer the business of the Liberty Township Police Department in addition to all other functions and responsibilities of the Employer. Specifically, the Employer's management rights include, but are not limited to, the following:

- (1) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organization structure;
- (2) Direct, supervise, evaluate, or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (5) Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees as provided by law;
- (6) Determine the adequacy of the workforce;
- (7) Determine the overall mission of the Employer as a unit of government;
- (8) Effectively manage the workforce;
- (9) Take actions to carry out the mission of the public employer as a governmental unit.

Section 2. The parties recognize that it is the philosophy of the Township that, to the extent

possible, employees will be put on notice, in writing, and in advance of any alleged violations, of the conduct expected of them by the Township. The parties further understand that it is in the interest of the Township to protect the rights and well being of the entire Township, while not unduly restricting the generally accepted individual rights of any employee. Therefore, the Township will promulgate certain written work rules in an attempt to establish standards of personnel conduct that must be maintained in order to protect every employee's right to be treated with dignity and respect while effectively carrying out the Township's programs.

Section 3. The Township agrees that, to the extent any work rules have been or will become reduced to writing, every member at each facility shall have access to them for the duration of this Agreement. Should any work rules conflict with law or with the specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict.

Section 4. It is the Township's intention that work rules, policies and directives are to be interpreted and applied uniformly to all employees under similar circumstances. Of course, any member against whom such rules, policies, and directives are enforced may challenge the reasonableness or uniformity of their application or interpretation as to him or her through the Grievance Procedure and Arbitration provisions of this Agreement.

Section 5. Within thirty (30) days from the date of the execution of this Agreement the Township shall furnish to the OPBA a copy or copies of its existing written work rules or directives, unless such rules have been previously provided.

Section 6. All new employees for the duration of this Agreement shall be supplied with a personal copy of all work rules, policies, procedures and directives.

Section 7. The Township shall permit participation by the OPBA in the promulgation of the work rules, directives, and procedures governing the department; provided that the final decision regarding the establishment, creation, deletion, or modification of any work rules, directives or procedures governing the department rests solely and exclusively with the Township.

ARTICLE 30 HEALTH AND SAFETY

Section 1. The Employer agrees to furnish and to maintain in top working condition all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each position. Employees are responsible for immediately reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the Employer.

Section 2. All officers shall receive certified first aid training provided by the Township, if required by the Chief and as required by the Chief.

Section 3. When an employee, in good faith, believes any equipment, tools, and/or vehicles are unsafe, such equipment, tools, and/or vehicles shall immediately be taken out of service. However, in no event shall an officer be excused from the remainder of the shift due to a disabled vehicle.

Section 4. The rules and regulations for the governing of this department shall apply to the

operation of the radio room unless a separate set of rules and regulations is promulgated by the Employer (with assistance of the Chief of Police) for the operation of the radio room which provides therein a procedure for presentment and determination of written complaints regarding and surrounding the operation of said radio room.

Section 5. The Employer shall never have less than two (2) uniform officers, per turn, patrolling the Township at any time.

ARTICLE 31 COURT TIME AND CALL OUT PAY

NEW LANGUAGE:

Section 1: Official duties as a law enforcement officer shall receive a minimum compensation in the amount of four (4) hours in either cash or accumulated time. Any time expended beyond four (4) hours shall be compensated on the basis of actual time expended. Compensation shall be paid in cash or accumulated time at the employee's discretion.

Section 2: Court time shall be granted to all officers in the following situations:

1. Preliminary hearings;
2. Criminal trials;
3. Any other hearings where the officer's presence has been requested by the prosecutor.

Section 3: Call out pay:

On Call Detectives:

- (1) Eight (8) hours extra pay rate plus
- (2) 1.5 times regular pay for all hours actually worked

All others officers called out:

- (1) Guaranteed minimum of three (3) hours at regular pay, two (2) hours at time and one half (1-1/2); or,
- (2) Actual time worked at time and one-half (1-1/2) which ever amount is greater.

Section 4. This procedure does not apply to training sessions.

ARTICLE 32 MISCELLANEOUS

Section 1. Upon the prior approval of shift supervisors, employees shall be allowed, by mutual agreement, to trade days off on the same shift, or shifts, within the same week where the employees are assigned to different shifts, subject to approval of the Chief of Police.

Section 2. All benefits previously granted will not be diminished by any provision or failure of a provision in this Agreement.

Section 3. The Township agrees to pay for all long-distance telephone calls employees are required to make in performance of their assignments.

Section 4. Police officers shall not perform radio duties in the radio room unless it is an extreme emergency, and when ordered by the Chief of Police. .

Section 5. No OPBA function shall allow outside promoters or agents to represent themselves as members of the Liberty Police Department, nor solicit funds for the Union by representing that the funds are for the department.

Section 6. The Township shall provide on all pay stubs, information reflecting unused sick leave.

Section 7. The general membership of the OPBA, as it is comprised from time to time, shall be given reasonable on-duty time off to attend Union meetings and/or executive sessions, subject to the expressed approval by the Chief of Police, which approval shall not be unreasonably withheld.

Section 8. Each member of the bargaining unit upon completion of one full year of service credit shall be granted three personal days leave. Personal days shall not accrue or carryover year to year. Failure of an officer to use the three personal days in a given year shall result in loss of said personal days.

Section 9. An employee called for jury duty shall be granted time off for the days on which he or she qualifies to be compensated by the appropriate court as a juror. The Township will compensate the employee on such days for the difference between his or her jury duty compensation and his or her regular pay. To be eligible for such pay an employee must present verification of his or her call to jury duty and remit jury duty payment received to the Township Clerk. An employee who reports for jury duty and is subsequently excused and/or released shall report to work, if scheduled, for the remainder of his or her shift.

Section 10.

- (1) Each uniformed employee shall be required to wear a bullet proof vest, to be provided by the Employer, while on duty with the Township Police Department and at any-time the employee is working an off-duty job which requires the employee to wear a Liberty Township police uniform.
- (2) Plain clothes personnel shall wear their vests when conducting any raids, searches, etc. Vests will be replaced every five years or in accordance with the manufacturer's guidelines.

Section 11. Should any off duty officer be called out for mandatory training, including firearm qualification, the officer shall receive no less than four hours of pay provided he or she remains in session for the four hours. At his or her option the officer may elect to leave at the end of the training session and shall be paid for all actual time spent to the minute.

Section 12.

- (1) Recognizing the need for employees to receive training on an on-going basis to ensure that up-to-date methods and procedures are used in law enforcement, the

Employer shall consider requests from employees to attend such training.

(2) Requests for training are to be submitted to the Township Trustees through the Chief. A request for training which is reasonable and appropriate shall not be arbitrarily denied. Payment for any approved training shall be made directly to the provider. Any legitimate expenses incurred by employees attending approved training shall be reimbursed following submission of receipts and an explanation to the Trustees on the appropriate "Request for Reimbursement" forms.

(3) The number of employees approved to attend training shall be determined by the Employer's ability to adequately man the department in his or her absence.

Section 13. Uncorroborated anonymous complaints and uncorroborated information from a polygraph examination will not be used as a basis for disciplinary action. The results of any polygraph examination given to a bargaining unit member will not be used for any purposes in any disciplinary hearing, civil litigation, and/or criminal litigation. The results of a polygraph examination may be used in a subsequent hearing if the privilege granted herein is mutually waived by both parties.

Section 14. Employees shall be afforded the option of purchasing their service weapons for \$1.00 after retiring with at least 20 years of service.

Section 15. Effective July 1, 2008, each Sergeant and Captain who passes the OPOTA firearm qualification course, required for all Liberty Township Patrol Officers, shall receive an annual Firearm Proficiency Pay. This payment shall be \$750.00. Annual payment shall be made on or about July 1st of each year.

ARTICLE 33 SHIFT ASSIGNMENTS/JOB ASSIGNMENTS

Section 1. Sergeants and Captains shall perform their duties in accordance with their respective civil service classifications. (The aforementioned positions shall hereafter be referred to as officers). Officers will be assigned their respective positions at the discretion of the Police Chief. Hours of work for the aforementioned officers shall remain as in effect at the effective date of this Agreement, unless an emergency dictates otherwise, criminal conduct dictates otherwise, or manpower shortages dictate otherwise.

NEW LANGUAGE:

Section 2. Any changes in shift/job assignment may be made by the Chief of Police in the best interest of the township and operational needs of the department. Temporary reassignment from a position may be made only in emergency situations or to satisfy manpower shortages. Temporary reassignments shall not last longer than thirty (30) days.

Section 3. Effective January 2011, the number of Captains and Sergeants shall be limited to, and assigned as follows:

- (1) There shall be two (2) Captains
- (2) There shall be six (6) Sergeants, assigned in the following manner: two (2) Sergeants

shall be assigned to the Detective/Juvenile Bureau; and, three (3) Sergeants shall be assigned to the Road Division, with one (1) Sergeant assigned to each of the three (3) regular working shifts (i.e., Day Shift; Afternoon Shift; and, Night Shift)

NEW LANGUAGE:

Section 4: All promotions shall be made pursuant to applicable provisions of R.C. Chapter 124 et seq, and only in the best interests of the Township and the operational needs of the department.

Section 5: No position shall remain vacant unless abolished, or be filled on a temporary basis, in excess of six (6) months.

Section 6: reduction in Force by Attrition:

a. The position of Detective Sergeant currently held by Sergeant Greaf shall be permanently eliminated upon his effective retirement date.

b. One Captain position will be permanently eliminated upon the retirement or voluntary break in service by a current Captain.

**ARTICLE 34
SUBSTANCE ABUSE/DRUG TESTING**

Section 1. All bargaining unit members, as a condition of their employment, will be subject to the Drug and Alcohol Testing Policy adopted by the Board of Trustees and attached hereto as a part of this Agreement (Attachment A).

**ARTICLE 35
DURATION**

NEW LANGUAGE:

This Agreement shall be effective and retroactive to January 1, 2011 and shall continue in full force and effect until December 31, 2013. The Agreement shall extend automatically for an additional year unless either party, on or before sixty (60) days prior to the Agreement expiration date, gives notice to the other party in writing of a desire to renegotiate all or any part of the Agreement. In such cases, negotiations shall ensue within a reasonable period of time. The parties if they so desire may agree to contract extensions.

Signed and dated at Liberty Township, Trumbull County, Ohio, on this 9
day of December, 2009 2011

FOR LIBERTY TOWNSHIP

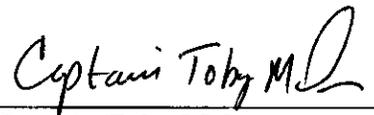
Stan Nudell
Stan Nudell, Trustee
Liberty Township

FOR THE OPBA

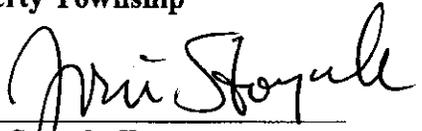
Michael J. Hostler
Michael J. Hostler, Esq.
OPBA



Jason Rubin, Trustee
Liberty Township

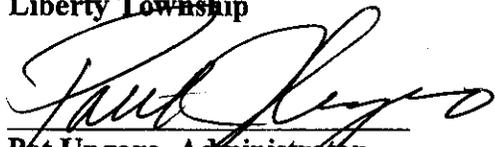


Captain Toby Meloro
OPBA Member



Jodi Stoyak, Trustee
Liberty Township

Sergeant Bob Greaf
OPBA Member



Pat Ungaro, Administrator
Liberty Township

Approved as to form:



Mark A. Finamore
Law Director, Liberty Township

APPROVED AS TO FORM
Mark S. Finamore
Township Legal Counsel



Mark S. Finamore

258 Seneca Avenue N.E. • Warren, Ohio 44481

Township Legal Counsel

Phone (330) 394-6148 • Fax (330) 373-1029

February 15, 2012

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

Re: Sergeants & Captains
Collective Bargaining Agreement Between
Ohio Patrolman's Benevolent Association and
Liberty Township Board of Trustees
Liberty Township, Trumbull County, Ohio
January 1, 2011 through December 31, 2013

2012 FEB 17 P 12:51
STATE EMPLOYMENT
RELATIONS BOARD

Dear Sir:

Enclosed is the finalized, signed and adopted Collective Bargaining Agreement referenced above for the named collective bargaining unit in Liberty Township, Trumbull County, Ohio.

Please file the same with your office and close your collective bargaining case file in this matter.

Very truly yours,

MARK S. FINAMORE
Law Director

MSF/jw
Enclosure

cc: John E. Fusco
Michael J. Hostler, Esq.