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\* 2010-MED-09-1254  
2352-02

**Agreement Between Patrol Officers, Sergeants, and  
Lieutenants, and Brookfield Township**

\* 2010-MED-09-1253  
2352-01

**January 1, 2011 to December 31, 2013**

STATE EMPLOYMENT  
RELATIONS BOARD  
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## **ARTICLE 1**

## **PREAMBLE**

This Agreement is hereby entered into between Brookfield Township hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA".

## **ARTICLE 2**

## **PURPOSE**

Section 1: The Employer and the OPBA hereby enter into this Agreement reached through the process of collective bargaining for the following purposes:

1. To recognize the legitimate interests of the employees of the Employer;
2. To determine the wages, hours, and terms and working conditions of those employees;
3. To promote harmonious, cooperative relations;
4. To promote efficient, effective service to the citizens of Brookfield Township;
5. To avoid interruption or interference with the efficient operation of the Employer's business;
6. To provide a procedure for the fair and equitable adjustment of grievances that arise as a result of the interpretation or application of this Agreement.

## **ARTICLE 3**

## **RECOGNITION**

Section 1: The Employer agrees to recognize the OPBA as the sole and exclusive bargaining representative for all employees in the bargaining units for purposes of negotiating wages and benefits, hours of works, and all other terms and conditions of employment.

Section 2: For purposes of this Agreement, the bargaining units are defined as all full-time employees employed by the Employer in the ranks of (Unit 1) Patrolman and (Unit 2) Sergeants and Lieutenants.

Section 3: If during the life of this Agreement, the Employer wishes to establish the use of a new rank, the parties shall meet to determine whether or not such rank is to be included in or excluded from the bargaining unit. In the event the parties are unable to reach agreement, the dispute will be submitted to the State Employment Relations Board (SERB) for final disposition in accordance with ORC 4117 and any applicable rules thereto.

If the new rank is to be included in the bargaining unit, the parties will attempt to negotiate an appropriate salary. If the OPBA disagrees with the salary proposed for the newly included rank, the issue shall be resolved in accordance with the dispute resolution procedures specified by ORC 4117.

Section 4: The Employer shall furnish the OPBA with a list of all employees in the classifications/ranks included in the bargaining unit, which indicates the employee's starting date of employment. Such list shall be furnished annually and will be supplemented with the names of each new employee as he or she is hired.

Section 5: "Full-Time" is defined as an employee whose regular hours of duty average forty (40) hours per week.

"Part-Time" is defined as an employee whose regular hours of duty average less than forty (40) hours a week. Said employee is not part of the bargaining unit.

"Reserve Police Officer" shall be defined as an employee hired by the Township on an as needed basis. Said person is casually employed and his/her pay and other conditions of employment are determined by the Township. Said employee is not a part of the bargaining unit.

"Probationary" employees are not part of the bargaining unit, but may use the grievance procedure and be represented by OPBA as to economic issues only. Probationary employees may not file any grievance for discipline or discharge during the probationary period. Said employees may join the OPBA and authorize wage withholding for union dues.

## **ARTICLE 4**

## **DUES DEDUCTION**

Section 1: During the life of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms requesting said deductions.

No new authorization forms will be required from any employee in the bargaining unit for whom the Employer is currently deducting dues.

Section 2: The initiation fees, dues or assessments deducted shall be in the amount certified to the Employer by the OPBA in accordance with its Constitution and By-Laws.

Any changes in initiation fees, dues or assessments certified to the Employer by the OPBA shall be affected in the first applicable payroll following notification of such change in accordance with Section 3 of this Article.

Section 3: The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amount shall be deducted from the next or subsequent pay.

Section 4: A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the Treasurer of the OPBA within thirty (30) days from the date of making said deductions.



5. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
6. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
7. Determine the adequacy of the work force;
8. Determine the overall mission of the employer as a unit of government;
9. Effectively manage the work force;
10. Take actions to carry out the mission of the public employer as a governmental unit.
11. These above items are referred to in O.R.C. 4117.08(C)

## **ARTICLE 7**

## **EMPLOYEE RIGHTS**

**Section 1:** The employer may investigate and question any employee. An employee has the right to the presence and advice of OPBA representative only when said investigation and questioning becomes accusatorial.

**Section 2:** An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

**Section 3:** Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

**Section 4:** Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. No recording of said proceedings shall be allowed unless agreed to by both parties.

**Section 5:** An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

**Section 6:** An employee may review his personnel file during regular business hours upon proper notice to the employer. He may add any documentation to his file to explain any document contained therein. He may request copies of items included in his personnel file that are not privileged. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition. Any documentation put in an employee's file by the employer as to disciplinary matters shall be first given to the employee for his review. Whether said employee agrees or

disagrees with said documentation, he shall sign a statement on said form and document that he has reviewed the same.

Section 7: With respect to investigations which may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered. If, during the course of an investigation this is determined, the formal written notice will be prepared and delivered to the employee.

Section 8: (A) The polygraph examination may be used in those situations where the employee requests he be permitted to submit to such examination in an effort to refute charges and/or allegations against him.

(B) The Chief may authorize use of the polygraph in the following circumstances:

1. Internal investigation of alleged misconduct while on duty that if true could harm the department's image and reputation and the complainant has signed a sworn statement or already taken the polygraph examination prior to the officer's examination.
2. Internal investigations of alleged misconduct during off duty hours, where the complainant has signed a complaint and the alleged misconduct involves lewd, obscene, or immoral behavior directed at or toward the complainant or his/her immediate family.

(C) Employees may be required by the Chief to submit to a polygraph examination in the following situations:

1. An internal investigation resulting from complaints alleging criminal activity or offenses, providing either a sworn statement from an investigating officer or a complaint substantiated by a complainant.
2. Serious violations of departmental rules and regulations while on duty which, if true, could result in suspension or dismissal provided "reasonable cause for the necessity of submission" to the exam is first provided to the employee(s).

Section 9: All complaints, which may involve suspension or discharge of an employee, shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation.

Section 10: Records of prior disciplinary action may be used against an employee only as follows:

1. In the case of a minor infraction up to one (1) year provided the employee is not disciplined during that year for a similar infraction.
2. In the case of major infractions up to three (3) years provided the employee is not disciplined during the three-year period for a similar infraction.

3. Minor infractions shall be defined as disciplinary action up to two (2) days of suspension.
4. Major infractions shall be defined as disciplinary action of three (3) days or more suspension.

Section 11: Each employee shall have a right to join or refrain from joining the OPBA, the right to participation or non-participation in OPBA activities, the unequivocal right to exercise all rights and prerogatives guaranteed pursuant to the provisions of this Agreement and all applicable laws, rules and regulations without interference, coercion, restraint, discrimination or reprisal of any kind from the OPBA and/or the Employer.

## **ARTICLE 8**

## ***NO STRIKE (Ref 4117.15 & 4117.16)***

Section 1: The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes.

Section 2: Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage, or other unlawful interference with normal operations of the Employer for the duration of this Agreement. A breach of this Section may be grounds for discipline up to, and including termination. The OPBA shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided that the OPBA meets all of its obligations under this Article.

Section 3: The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the OPBA shall promptly notify all employees in a reasonable manner that the strike, work stoppage, or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA shall advise the employees to return to work immediately.

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

## **ARTICLE 9**

## **ASSOCIATION REPRESENTATION**

**Section 1:** The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment to conduct legitimate business on behalf of the OPBA or its members. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by its representatives. Before leaving an assignment pursuant to this section, the representative must notify and obtain approval from the officer in charge of the shift. Such approval will not be unreasonably withheld (unless circumstances exist which require the employee's immediate attention and are (or) necessary to preserve the safety of the community).

**Section 2:** Members of the Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours without loss of pay.

**Section 3:** Only one employee acting in the capacity of the OPBA unit representative shall be allowed four (4) hours off per month, with pay, for the purpose of attending OPBA Director's meetings.

## **ARTICLE 10**

## **GRIEVANCE PROCEDURE**

**Section 1:** It is the intent and purpose of the parties of this Agreement that all grievances shall be settled at the lowest step possible pursuant to the grievance procedure specified herein.

**Section 2:** It is understood by the parties that any employee shall have the right to have an OPBA representative present at all steps of this procedure.

**Section 3:** Nomenclature

Grievance - A grievance shall be defined as a written claim arising under the terms of this agreement with regard to the interpretation or application of this agreement. Demotions, suspensions, and discharges will be handled in accordance with Section 5 of this article.

Grievant - The "grievant" shall be defined as any employee or group of employees allegedly harmed as a result of a violation of the Agreement.

Day - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided in this Agreement.

**Section 4:** The following procedure shall apply to the administration of all grievances filed under this procedure:

- A) All formal grievances shall be reduced to writing and shall include the name and position of the grievant, the specific provisions of the agreement allegedly violated, the time and place where the alleged events or conditions giving rise to the grievance took place, and a general statement of the nature of the grievance and the relief sought by the grievant.
- B) All formal decisions shall be rendered in writing at each step of the grievance procedure and copies of the answer shall be submitted to the grievant and his representative.
- C) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having such matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. Any such informal adjustment shall not be precedent setting or binding upon either the OPBA or the Employer with regard to future proceedings.
- D) Any employee opting to waive OPBA representation at any step in this procedure shall do so in writing prior to the commencement of the grievance hearing. However, this does not preclude the right and obligation of the OPBA to have a Business Agent present at all grievance hearings if it so chooses.
- E) The time limits specified herein may be waived at any step by mutual agreement of the parties. Any such waiver shall be reduced to writing and signed or initialed by both parties.
- F) If the Employer fails, at any step, to answer a grievance filed pursuant to this procedure, within the specified time limits, said grievance shall be considered answered in the negative and may be moved to the next step in the grievance procedure. In the event any grievance is not filed at the appropriate step within the time limits specified, said grievance shall be considered dismissed with prejudice.

Step 1: Any employee, who believes that he has a claim arising under the term of this agreement with regard to the interpretation or application of this agreement including any and all disciplinary actions, shall reduce said grievance to writing as provided herein and submit the same within five (5) days of the date of occurrence or within five (5) days of the date the employee gains knowledge of the occurrence of said grievance to the Chief of Police. The Chief shall schedule a meeting with the employee and his OPBA representative within five (5) days from the date the Chief is informed of the grievance. Following this meeting, the Chief shall have five (5) days to answer said grievance.

Step 2: If the grievance is not satisfactorily resolved at Step 1, the grievance shall proceed to Step 2 by the grievant notifying the Brookfield Township Board of Trustees of said appeal within five (5) days from the date of the written response. A meeting on said grievance shall be held within five (5) days from the date the grievance is submitted to Board of Trustees. The Board of Trustees shall respond in writing to the grievant and the OPBA representative within five (5) days from the date of the Step 2 meeting.

**Step 3:** If the grievant is not satisfied with the decision rendered by the Board of Trustees, then the grievant with the OPBA shall proceed to arbitration pursuant to Article 11 of this Agreement.

**Section 5:** A non-probationary bargaining unit employee, who is demoted, suspended or discharged shall be given written notice by the Trustees immediately regarding the reason for the pending disciplinary action. Any disciplinary action taken by the Employer shall only be for reasonable or just cause.

The employee may, within five (5) days of the written notice, request a hearing before the Brookfield Township Board of Trustees. The Board of Trustees shall make a decision on said demotion, suspension or discharge within five (5) days from the date of hearing. If the grievant is not satisfied with the decision rendered by the Board of Trustees, then the same may proceed to arbitration pursuant to Article 11 of this Agreement.

## **ARTICLE 11**

## **ARBITRATION PROCEDURE**

**Section 1:** In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the OPBA may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of arbitrators and will choose one by the alternate strike method.

**Section 2:** The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement.

**Section 3:** The hearing or hearings shall be conducted pursuant to this contract or the procedures of the FMCS.

**Section 4:** The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

**Section 5:** Expenses of witnesses, if any, shall be borne by the party calling the witness. The employer shall release from duty those witnesses required for the arbitration.

**Section 6:** The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

## **ARTICLE 12**

## **LABOR/MANAGEMENT MEETINGS**

Section 1: In the interest of sound labor/management relations and unless mutually agreed upon otherwise, once per year on a mutually agreeable day and time, the Chief of Police, supervisor, and one Township Trustee shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote more harmonious labor/management relations.

Section 2: An agenda will be furnished at least five (5) days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of all parties who will be attending. The purpose of such meetings shall be to:

- a) Discuss the administration of this agreement
- b) Notify the Union of changes made by the Chief of Police which affects the bargaining unit members
- c) Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed upon by the parties
- d) Disseminate general information of interest to the parties
- e) Discuss ways to increase productivity and improve efficiency
- f) Discuss any staffing concerns
- g) Consider and discuss health and safety matters relating to employees
- h) To consider recommendations for changes from the Union in the Policy and Procedures

Section 3: It is further agreed that if special labor/management meetings have been requested and mutually agreed upon they shall be convened as soon as possible.

Section 4: Employee representatives who are scheduled to work at the time of the meeting shall receive no loss of pay. It is further agreed that an employee on duty may be required to return work if an emergency arises during the meeting. Employee representatives who are not scheduled to work during the time of the meeting shall not be compensated.

## **ARTICLE 13**

## **NON-DISCRIMINATION**

Section 1: The Employer and the OPBA agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex, political affiliation or handicap.

Section 2: The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate against any employee with regard to membership, non-membership or participation or non-participation in OPBA activities.

## **ARTICLE 14**

## **GENDER AND PLURAL**

Section 1: The use of words contained herein in the singular shall be construed to include the plural, and words in plural, the singular. The masculine, feminine or neuter genders where used herein shall be construed to include all of said genders. The use of either the masculine or feminine genders is for convenience purposes only and is not to be interpreted to be discriminatory in nature.

## **ARTICLE 15**

## **CONFORMITY TO LAW**

Section 1: This Agreement shall supersede any present and future State and Local Laws. Such legislation or decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

Section 2: In the event of enabling legislation on the State or Federal level 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 negotiation on these new matters not later than thirty (30) calendar days from the 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 16**

## **DUTY HOURS**

Section 1: The regular workweek for all full time employees of the Employer covered by this Agreement will average forty (40) hours.

## **ARTICLE 17**

## **OVERTIME PAY AND COURT TIME**

Section 1: All employees, for work performed in excess of eight (8) hours in one day, or forty (40) hours per week, but not both, when approved of by his/her supervisor, shall be compensated either at (a) the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all overtime or (b) compensatory time computed at the same rate to be taken in the future as approved.

Compensatory time will be limited to a total of one hundred twenty hours (120) hours accrued, any overtime earned above this will be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate. An employee may opt to withdraw up to twenty five (25) hours of already accrued compensatory time that shall be paid



Each full-time employee hired after July 1, 2009 shall earn and be entitled to paid vacation in accordance with the following schedule:

Length of Service	Vacation
After one (1) year	80 hours
After six (6) years	120 hours
After twelve (12) years	160 hours

Section 2: Earned vacation shall be awarded on the employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at that time.

Section 3: Vacation time shall be taken at a time approved by the Employer.

Section 4: Vacation time must be taken in eight (8) hour segments.

Section 5: Any employee who quits or is terminated or retires and has unused vacation time shall receive such vacation time.

Section 6: Unused vacation time may be carried over, but is limited to two (2) weeks.

Section 7: Any vacation time not used by an employee, above the set vacation carry-over limit, in the year earned for reasons *other* than employer's scheduling requirements shall be forfeited.

## **ARTICLE 20**

## **SICK LEAVE**

Section 1: Sick leave shall be defined as an absence with pay necessitated by: 1) illness or non-work related injury to the employee; 2) exposure by the employee to contagious disease communicable to other employees; or 3) serious illness, injury or death in the employee's immediate family.

Section 2: All full-time employees shall earn sick leave at the rate of 4.3 hours per pay period and may accumulate such sick leave to a maximum of 1,440 hours, provided, however, that an employee shall not earn sick leave for any pay period unless he is in full time pay status for at least ten (10) days during that pay period.

Section 3: An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least eight (8) hours if possible or a reasonable time before the start of his work shift each day he is to be absent.

Section 4: Sick leave may be used in segments of not less than one (1) hour.

Section 5: Before an absence may be charged against accumulated sick leave, the Employer after three (3) consecutive days may require such proof of illness, injury as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Employer and paid by the Employer.

Section 6: If the employee fails to submit adequate proof of illness or injury upon request of the Employer, or in the event that upon such proof as is submitted or upon the report of medical examination, the Employer finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

Section 7: Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline, up to and including termination, as may be determined by the Employer.

Section 8: The Employer may require an employee who has been absent due to personal illness or non-work related injury, prior to and as a condition of his return to duty, to be examined, by a physician designated and paid for by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 9: When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or parents residing with the employee. When the use of sick leave is due to a death in the immediate family, "immediate family" shall be defined to only include the employee's mother, father, spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparents and step-parents.

Section 10: An employee who transfers from this department to another department of the Employer shall be allowed to transfer his/her accumulated sick leave to the new department.

Section 11: Upon the retirement of a full-time employee who has not less than ten (10) years of continuous service with the Employer, such employee shall be entitled to receive payment for thirty (30) days sick leave, plus twenty percent (20%) of the remaining sick hours, both at the hourly rate at the time of retirement; limited to 1440 hours.

## **ARTICLE 21**

## **PERSONAL LEAVE**

Section 1: All employees shall, in addition to all other leave benefits, be granted one (1) personal leave day each year which is to be taken within the year earned.

Section 2: Personal days shall only be taken with the advanced approval of the Employer.

## **ARTICLE 22**

## **BEREAVEMENT LEAVE**

Section 1: An employee shall be granted time off with pay (not deducted from the employee's sick leave) for the purposes of attending the funeral of a member of the employee's immediate family as defined in Article 19, Section 9. The employee shall be entitled to the following bereavement days:

The death is of an employee's spouse, child, or stepchild; the employee is entitled to five (5) workdays.

The death is of an employee's mother, father, brother, sister, father-in-law, mother-in-law, grandparents or stepparents, the employee is entitled to a maximum of three (3) workdays.

If the death in the immediate family requires that the employee travel more than 300 miles, the Chief may, at the request of the employee, allow up to two (2) additional workdays as Bereavement leave.

## **ARTICLE 23**

## **INJURY LEAVE**

Section 1: The Township will pay an employee for each service connected injury, that leaves the employee unable to perform regularly assigned duties or duties at the station as assigned, the identical amount of money the employee would have received pursuant to the statutory law under chapter 4123 of the Ohio Revised Code, provided the claim is not denied by the Township or the Bureau of Workers' Compensation. Such payment shall continue for up to ninety (90) calendar days. The term "service connected injury" is defined as an injury or injuries incurred by the employee in actual performance of duties in this/her employment with the Township. Any denial by Trustees shall be based upon the good faith belief that said injury was not duty related.

Section 2: A report of the cause of all service connected injuries, signed by the immediate management supervisor and the police chief shall be submitted to the Trustees within three (3) days of the date the injury is reported by the employee on forms designated and furnished by the Trustees.

No Employee shall be granted injury pay unless authorized by the Trustees. The Trustees, at any time during the process have the right to request medical verification from the employee's doctor. In addition, the employer has the right to require the employee to be examined by a physician appointed and paid for by the Township. No injured employee on injury pay shall be returned to work without the written approval of an attending physician.

Section 3: As a condition precedent to the granting of injury pay, an employee shall make appropriate filings for reimbursement from the Workers' Compensation program for any service connected injury. Such filings shall include requests for any available compensatory program designated to compensate workers for lost wages. The employee shall endorse over to the Township any workers' compensation benefits the employee receives which extend over the same time period for which the employee was paid by the Township. In furtherance of these provisions, and in compliance with the rules and regulations of the Ohio Bureau of Workers' Compensation, an employee shall execute a written agreement reflecting the provisions of this section.

Section 4: In the event the Bureau of Workers' Compensation disallows or the Township contests the employee's claim, payments made by the Township for a period of up to ninety (90) calendar days shall be recovered from the employee's accrued compensation as follows:

1. Reduction of accrued vacation hours.
2. Reduction of accrued sick leave hours.
3. Reduction of accrued compensatory time.
4. Future Wages.

If the claim is granted, payment reimbursement to the Township will be made in accordance with this article.

## **ARTICLE 24**

## **JURY DUTY LEAVE**

Section 1: Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code.

## **ARTICLE 25**

## **COMPENSATION**

Section 1: After 15 years of full-time service a sworn employee will receive Senior Officer status. Senior Officer rates of pay are enumerated in this Article under Section 2.

Section 2: The following salary schedule shall become effective January 1, 2011.

Patrolmen:	January 1, 2011	\$18.99/hour
	January 1, 2012	\$19.18/hour
	January 1, 2013	\$19.37/hour

Senior Officers:	January 1, 2011	\$19.28/hour
	January 1, 2012	\$19.28/hour
	January 1, 2013	\$19.95/hour

Section 3: Patrol officers hired after the effective date of this agreement shall be paid according to the following schedule, which shall be based on the patrolmen's hourly rate.

Step 1:	Years 1 and 2 - 70% of regular patrolmen's hourly rate.
Step 2:	Years 3 and 4 - 80% of regular patrolmen's hourly rate.
Step 3:	Years 5 and 6 - 90% of regular patrolmen's hourly rate.

Officers hired by the employer that have a minimum of three (3) years prior service to Brookfield Township Police Department as a RESERVE or PART-TIME officer, or any combination thereof, will start at STEP 2 and continue under the STEP 2 pay rate (80%) for four (4) years.

Upon successful completion of six (6) full years of service, patrolmen shall be paid at 100% of the regular patrolmen's hourly rate; the Township reserves the right to set the beginning wage at a level higher than Step 1 based on consideration of the experience and qualifications of new hires.

Section 4: The Lieutenant wage shall be set at three thousand two hundred dollars (\$3,200.00) above that officer's applicable base salary for the life of the contract.

Section 5: The Detective wage shall be twenty four cents (.24) per hour above the officer's applicable base hourly rate.

## **ARTICLE 26**

## **CERTIFICATION PAY**

Section 1: Non-probationary officers who hold current State of Ohio certifications in both firearms and BAC Datamaster senior operator shall receive an annual \$1000.00 (one thousand dollars) certification pay.

Each year, the certification pay shall be made in two payments of five hundred dollars (\$500.00) each; on the first and second semi-monthly pay in July of each year.

**ARTICLE 27**

**PUBLIC EMPLOYEES RETIREMENT SYSTEM**

Section 1: The Township agrees to pay the employees' contribution to the Public Employees Retirement System of Ohio. After the effective date of this agreement, any increases to employee contribution shall become the responsibility of the employee.

**ARTICLE 28**

**LONGEVITY**

Section 1: Effective from the employee's start date for compensation of time, all employees shall receive longevity payments after the completion of the required length of continuous full-time service pursuant to the following schedule:

After three (3) years	\$ 300.00 per year
After five (5) years	\$ 400.00 per year
After ten (10) years	\$ 600.00 per year
After fifteen (15) years	\$ 775.00 per year
After twenty (20) years	\$ 925.00 per year
After twenty-five (25) years	\$ 1125.00 per year

Section 2: Longevity payments shall be made in a lump sum on the basis of the completion of a full year of service on December 1<sup>st</sup> of each year.

**ARTICLE 29**

**FULL-TIME EQUIVALENT (FTE)**

Section 1: For the purposes of calculating Vacations (Article 19), Longevity (Article 28), and Senior Officer requirements; officers' total time of sworn service with Brookfield Township shall be calculated using the following method:

Each one (1) year of Reserve Sworn Service	=	0.3 year FTE
Each one (1) year of Part-time Sworn Service	=	0.5 year FTE

Service time in either category that is not a full year will be credited as a full year if the remainder service was six (6) months or longer.

Any fractional amount of the total FTE years calculation shall be rounded to the next highest whole number and then added to each officer's current full-time years of service.

Section 2: The maximum FTE years credit shall be two (2) years.

Section 3: The FTE calculation shall be in no way used to determine traditional, departmental seniority which will remain the date of full-time hire method.

## **ARTICLE 30**

## **EDUCATION AND TRAINING INCENTIVES**

**Section 1:** Any bargaining unit member who, with three years of full-time service, has successfully completed and received an Associate Degree in a Law Enforcement related field from an accredited college or university or has accumulated two hundred fifty (250) hours of training shall receive additional pay in the amount of thirty dollars (\$30) per month.

**Section 2:** Any bargaining unit member who, with three years of full-time service, has successfully completed and received a Bachelors Degree in a Law Enforcement related field from an accredited college or university or has accumulated five hundred (500) hours of training shall receive additional pay in the amount of fifty dollars (\$50) per month.

**Section 3:** For purposes of this article, "Law Enforcement related field" shall be defined as degrees relating to Law Enforcement, Police Science, Police Administration, Criminal Justice, Criminology, Public Administration, Sociology, Psychology, Pre-Law and Law.

**Section 4:** Bargaining unit members will be compensated for only the highest training hours or educational degree rating acquired.

**Section 5:** Bargaining unit members will be allowed a requested minimum of sixteen (16) hours of certifiable training per year, per officer, at the discretion of the Chief of Police as scheduling and budget permits.

**Section 6:** Requests for training shall be in writing and must be approved or denied by the Chief of Police or his delegate no later than one (1) week prior to the beginning of the requested class. Requests for training will not be unreasonably denied.

**Section 7:** For purposes of this article, "training" shall be defined as follows:

- a) Training must be at the request of the employee.
- b) Training may not be at the direction of the Chief of Police or any other supervisory personnel.
- c) Training may not be a requirement to fulfill any local, state, or federal mandated training.
- d) The employee must receive the approval of the Chief of Police or his designee for said training hours to be included in Sections 3 & 4. Requests for training shall not be unreasonably denied.
- e) Training included in the accumulated hours as related to this Article includes all training other than that defined in Section 7C from the date of an employee's sworn service with Brookfield Township.

## **ARTICLE 31**

## **UNIFORM ALLOWANCE**

Section 1: All newly hired probationary employees shall receive a uniform allowance in the amount of four hundred dollars (\$400.00) for patrolmen within thirty (30) days of his date of appointment.

Section 2: All non-probationary employees shall receive an annual uniform allowance in the amount of five hundred ninety nine dollars (\$599.00) for patrolmen paid on December 3<sup>rd</sup> of each year.

Section 3: All newly hired probationary employees shall be fitted, and have been ordered a new bulletproof vest of the same type and quality of those issued to non-probationary employees within thirty (30) days of their appointment.

Section 4: All full-time staff shall be provided a new bulletproof vest upon the expiration of the manufacturer's recommended wearability life.

Section 5: The Employer, upon approval of the Chief of Police, agrees to repair or replace any personal items that are stolen or damaged while the officer is performing police related duties. The yearly maximum amount that the Employer will be responsible for will be one hundred dollars (\$100.00) per officer, per calendar year. If, at a later date, an officer is reimbursed by a Court, suspect, victim's compensation program or any insurance, the officer shall reimburse such funds to the Township.

## **ARTICLE 32**

## **INSURANCE**

Section 1: The Employer will provide and pay the full premium on behalf of each full-time employee for hospitalization and medical service coverage.

Section 2: The annual premiums for single and family health insurance coverage which become effective September 1, 1994 shall be known as the "base annual premiums" and the "base date". On each anniversary of the base date, the annual premiums shall be reviewed and the following actions taken:

1. If the new annual premiums are within 5% of the base annual premiums, the current level of coverage will continue.
2. If the new annual premiums are more than 5% higher than the base annual premiums, the health insurance package will be modified so that the cost will be no greater than a 5% increase.

Each anniversary of the health insurance plan will result in a new base rate and a new annual premium, provided, however, that the base annual premiums shall be the higher of any previous base premium.

Section 3: The Township and Union agree that in order to help facilitate cost containment of health insurance premiums, they will create an insurance panel to review and advise on future health insurance contracts. This panel will be composed of the three (3) Township Trustees, and a representative of the Fire, Police, and Road Department bargaining units. Each one of these panel members will be able to cast a vote for any insurance plan changes. One other person appointed by the Trustees in consultation with the other members of the panel; will have a vote only in the event of a tie vote on plan changes.

Section 4: Employees agree to participate in any wellness program approved by the insurance panel. At no time can any employee be disciplined or any other punitive measures taken based on participation in that wellness program.

Section 5: The Employer will provide and pay the full premium for all full-time employees for a term insurance policy in the face value of forty thousand dollars (\$40,000.00).

Section 6: Any full-time bargaining unit members covered under the Township health insurance policy may request to receive one-half of his or her insurance premium paid directly to him/her in lieu of health insurance coverage as provided by the Township.

The maximum allowable monthly payment in lieu of health insurance coverage to any employee shall be three hundred dollars (\$300.00)

Said employee must be covered or will be covered under another health insurance plan to be eligible.

The employee may choose to re-enter the health insurance program offered by the Township upon written notice, under the policies set forth by the health insurance provider for re-entry into the plan. The employee's level of coverage will be at the same level as though he had never left coverage.

Section 7: For the duration of this agreement, any newly hired employee, a coordination of benefits shall be required for employees whose spouse is employed full-time, defined as at least 32 hours per week and has access to health insurance through his/her employer. In such cases of coordination of benefits, the health insurance of the spouse shall be the primary insurance for the spouse, with the employer's insurance as secondary coverage. Eligible dependants will be covered by the insurance plan of the spouse who has the earlier birthday in the calendar year.

Employees opting to have their spouse and children carried on the Township's policy instead of the spouse's policy shall pay the difference between the single plan and spouse/family plan.

Section 8: Employees with children age twenty-four (24) years of age up to twenty-six (26) years of age who are added to the Township health insurance under the National Health Insurance Act of 2010, shall be responsible for the total premium amount for such coverage. The premium amount required to insure these person(s) will be deducted from the parent employee in two (2) equal amounts each month.

## **ARTICLE 33**

## **HEALTH AND SAFETY**

Section 1: The Employer agrees to furnish and to maintain in safe working condition all tools, facilities, vehicles, supplies, and equipment necessary to safely carry out the duties of each police officer. Officers 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: Should the Union allege what it, in good faith, perceives as a failure of the Employer to comply with the above provisions, such allegation may not be subject to the grievance procedure until an attempt has been made to resolve the issue by the Labor-Management Meeting.

## **ARTICLE 34**

## **MISCELLANEOUS**

Section 1: In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination, only if said employee is scheduled to work.

Section 2: The employer agrees to indemnify and defend from liability, through insurance or otherwise, any employee from actions arising out of the lawful performance of his/her sworn official duties. In no event shall the employer or its insurance carrier be required to provide legal representation or to pay any judgments where the employee acted outside the scope of his/her employment or official duties.

In no event shall the employer or its insurance carrier be required to provide legal representation or pay any judgments rendered against an employee as a result of a lawsuit where the employee was found to have engaged in wanton, malicious, or intentional misconduct outside the scope of his/her employment or official duties.

Section 3: Paychecks will be issued on the third and the eighteenth of every month by the close of the business day. The paychecks will also show the number of hours worked, both regularly and in an overtime capacity.

Section 4: Electronically or by another means, officers will be provided a listing that shows each officer's seniority (in years), vacation time (in hours), compensatory time (in

hours), sick time (in hours), and FTE (in years). The listing shall be kept up-to-date reflecting the above time calculations as of the current pay period.

Section 5: Uniformed bargaining unit members will be able to bid, by seniority to available shifts. The maximum amount of time between bids will be six (6) months. For changes to the schedule lasting more than two weeks, a bid shall be conducted.

The employer may override an employee's bid and assign a shift for reasons of conduct or performance. An officer not getting shift preference shall be given notice and opportunity to correct the conduct or performance deficiency as related to the reason(s) for not receiving shift preference.

Section 6: Any newly assigned Detective will serve a three (3) year probationary period within that division. During that probationary period the employee can be returned to the patrol division without cause, but retains all other rights afforded in this agreement.

## **ARTICLE 35**

## **LAYOFFS**

Section 1: Members of the bargaining unit may be laid off only for lack of work or lack of funds.

Section 2: In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their departmental seniority (last hired, first laid off).

Section 3: A member of the bargaining unit who is laid off shall be subject to recall from lay off for a period of two (2) years.

Section 4: A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

Section 5: Before any full-time employee may be laid off, all part-time employees will be first laid-off.

## **ARTICLE 36**

## **RETENTION OF BENEFITS**

Section 1: The Township agrees to give OPBA notice and the opportunity to discuss and provide input with respect to any additions or amendments to the Township policy manual, police department rules and regulations or standard operating procedures. However, the Township either through the Trustees or the police chief has the sole and exclusive right to make such changes provided they do not conflict with the terms of this agreement.

**ARTICLE 37**

**SAVINGS CLAUSE**

Section 1: In the event any one or more provisions of this agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

**ARTICLE 38**

**DURATION OF AGREEMENT**

Section 1: This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein, shall become effective upon ratification and shall remain in full force and effect until July 1, 2006. If either party desires to make any changes in the Agreement for a period subsequent to June 30, 2006, notice of such a desire shall be given prior to March 31, 2006. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract.

**ARTICLE 39**

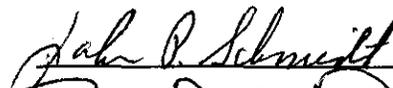
**EXECUTION**

Section 1: IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 4<sup>th</sup> day of April, 2011.

FOR THE OPBA

  
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FOR THE EMPLOYER

  
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