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AGREEMENT

BETWEEN

THE PERRYSBURG TOWNSHIP BOARD OF TRUSTEES

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(SERGEANTS)

SERB Case No. 2010-MED-10-1572

EFFECTIVE:

January 1, 2011 through December 31, 2013

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PREAMBLE/PURPOSE

This Agreement and any Addenda, Letters of Understanding, Grievance Forms and other attachments hereto are entered into by and between the Perrysburg Township Board of Trustees, hereinafter referred to as the "Employer" and the Ohio Patrolman's Benevolent Association, hereinafter referred to as the "OPBA." The Agreement has as its purposes:

> To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the complete understandings and agreements between the parties governing the wagers, hours, terms and other conditions of employment for those employees included in the bargaining unit(s) as defined herein.

Whenever the term "employee" is used throughout this Agreement, it shall mean all officers holding the rank of "Sergeant" with the Perrysburg Township Police Department.

Whenever the term "Employer" is used in this Agreement, it shall mean the Perrysburg Township Board of Trustees or its designees.

ARTICLE 1
UNION RECOGNITION

Section 1.1. The Employer recognized the OPBA as the sole and exclusive representative of all employees included in the bargaining unit described in the State Employment Relations Board's order in Case No. 04-REP-03-0051 or as subsequently amended.

Section 1.2. Included employees are all officers holding the rank of "Sergeant" with the Employer's Police Department.

Section 1.3. Excluded are all employees of the Employer except for police officers holding the rank of "Sergeant."

Section 1.4. The Employer will furnish the OPBA with a list of all officers holding the rank of Sergeant indicating their starting dates of employment. Such list will be supplemented by the names of all new bargaining unit members as they are added to the bargaining unit.

ARTICLE 2
DEDUCTION OF DUES INITIATION FEES AND ASSESSMENTS

Section 2.1. The Employer agrees to deduct OPBA membership dues, initiation fees and assessments in accordance with this Article for all employees who become members of the OPBA. All members of the bargaining unit, upon completion of their individual probationary periods, shall either join the OPBA, maintain membership in the OPBA, or pay a fair share fee to the OPBA.

Section 2.2. The Employer agrees to deduct regular OPBA membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct OPBA dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 2.3. The parties agree the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of the OPBA dues. The OPBA hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the OPBA, disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

Section 2.4. The Employer shall be relieved from making dues deductions upon an employee's: 1) termination of employment, 2) promotion to a job other than one covered by the bargaining unit, 3) layoff from work, 4) an unpaid leave of absence, or 5) written revocation of the dues deduction authorization in accordance with the terms of this Agreement.

Section 2.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, has failed to receive sufficient wages to make all legally required deductions in addition to the deduction of OPBA dues. Authorization for dues deductions shall be revocable upon written notice to the Employer from the employee.

Section 2.6. The rate at which dues are to be deducted shall be certified to the Township Clerk/Treasurer by the Treasurer of the OPBA during January of each year. One (1) month advance notice must be given to the Fiscal Officer prior to making any changes in any employee's dues deductions.

Section 2.7. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 2.8. Any employee who voluntarily submits a dues check off authorization and who thereafter revokes such authorization or does not become a member, shall pay to the OPBA, through payroll deduction, a fair share fee for the duration of this Agreement. This fair share fee is automatic and does not require the employee to remain a member of the OPBA, nor shall the fair share fee exceed the dues paid by the members of the OPBA in the same bargaining unit. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours and other terms and conditions of employment of bargaining unit members. The OPBA shall certify the amount of fair share fee to the Township Fiscal Officer in writing upon execution of the Agreement and during January of each calendar year. The OPBA shall prescribe a rebate and challenge procedure which complies with applicable state law.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1. The OPBA recognized the right and authority of the Employer, through the Chief of Police and/or their designee(s) to administer the business of the Perrysburg Township Police Department, and in addition to other functions and responsibilities which are required by law, the OPBA recognizes that the Employer, the Chief of Police and/or their designee(s), has and will retain the full right and responsibility to direct the operations of the Police Department, to promulgate rules and regulations, and to otherwise exercises the prerogatives of management, which more particularly include but are not limited to, the following:

A. To manage, direct and supervise its employees, including the right to select, hire, schedule, promote, transfer, assign, evaluation, retain, layoff and recall, and to reprimand, demote, suspend, discharge or discipline for just cause;

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

C. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogative of management;

D. To determine the Employer's goals, objectives, programs and services, and to utilize personnel in the manner that effectively meets these purposes;

E. To determine this size, composition and duties of the work force and the organizational structure, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate or abolish jobs, positions or classification, and to determine staffing patters, including but not limited to, the assignment of employees, duties to be performed, qualifications required and areas worked;

F. To determine when a job vacancy exits, when, or if, a vacancy is to be filled, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;

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

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

I. To determine the Township's overall budget and uses thereof;

J. To maintain and improve the efficiency and effectiveness of the Township's operations;

K. To determine and implement necessary actions in emergency situations;

L. To determine the overall mission of the Employer as a unit of government, and to take action to carry out the Employer's mission as a governmental unit.

Section 3.2. The OPBA recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein, and as permitted by law shall remain the exclusive function of the Employer, and that nothing herein shall be construed to restrict the Employer's inherent and exclusive rights with respect to matters of general managerial policy.

ARTICLE 4
UNION REPRESENTATION

Section 4.1. The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this Section, the representative must obtain approval from the Chief or his designee or if unavailable, the officer in charged of the shift. The Employer will compensate a representative at the normal rate for time spent in the good faith processing of grievances, and at any meetings at which the Employer requests a representative to be present.

Section 4.2. The OPBA shall provide the Employer an official roster of its local officers, assigned OPBA representative and OPBA Director. Such roster should be kept current at all times by the OPBA and shall include the following:

A. Name;

B. OPBA position held;

C. Phone numbers and work address of non-employee representative(s);

Section 4.3. The OPBA agrees that no representative of the OPBA, employee or non- employee, will interfere with, interrupt or disrupt the normal work duties of employees.

Section 4.4. There is hereby established a Labor-Management Committee (LMC). In the interest of sound labor/management relations, the Chief and his designees shall meet with representatives of the OPBA, if mutually agreed necessary or desirable, on a quarterly basis during the months of January, April, July and October on a mutually agreeable day and time. Not more than three (3) representatives for the Employer and not more than four (4) representatives for the bargaining units (two for Patrol, one for Dispatch, one for Sergeants) shall attend labor-management meetings, unless mutually agreed by the parties in advance of the meeting. The Office agrees to release, with pay, the bargaining unit representatives when they attend LMC meetings.

An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of matters to be taken up in the meeting. The OPBA shall also supply to the Employer the names of those OPBA representatives who will be attending. The purpose of these meetings shall be to:

A. Discuss the administration of this Agreement;

B. Notify the OPBA of changes by the Employer which affect bargaining unit members of the OPBA;

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

D. Disseminate general information of interest by the parties;

E. Discuss ways to increase productivity and improve effectiveness;

F. To consider and discuss health and safety matters relating to employees.

ARTICLE 5
WORK RULES

Section 5.1. The Employer or its designee(s), in order to carry out its statutory mandates and goals, maintains the right to promulgate, implement, and enforce new and revised work rules, policies and procedures to regulate the conduct of employees and the conduct of the Employer's services, operations and programs.

Section 5.2. Work rules shall be applied uniformly within the group of employees to whom such rules are directed.

Section 5.3. Revisions/Posting Period. Additions or amendments to work rules shall be reduced to writing, posted on department bulletin boards for a period of three (3) working days, and signed by all employees to acknowledge awareness of the addition or amendment within three (3) working days of the posting. Any employee on leave or otherwise absent shall be required to sign the acknowledgment within three (3) working days upon the employee's return to work.

The notification requirements for work rules do not limit the right of the Employer to implement a work rule prior to the conclusion of the acknowledgment or posting period.

Section 5.4. All work rules relating to safety standards and safe practice procedures shall, in addition to being posted, be communicated to each employee by the Chief of Police or designee, or by the use of outside vendors for the conduct of awareness training.

Section 5.5. This Article shall not be interpreted in any manner to relieve an employee of the responsibility to follow normal rules and procedures of good conduct which can reasonably be expected of any employee regardless of whether such rules and procedures have been reduced to writing.

Section 5.6. The Employer agrees to furnish the OPBA with a written notice of the Employer's intention to make changes in department rules, policies or procedures that would affect the working conditions of employees. If the OPBA does not respond within five (5) working days of

the receipt of such notice, the Employer may assume the OPBA does not wish to meet and confer on the proposed changes.

Section 5.7. The Employer will provide each employee with a copy of all Rules, Regulations, Policies, Procedures, and Operating Methods. A Rule, Regulation, Policy, Procedure or any other Operating Method shall not be the basis for any discipline of an employee until it is in writing and distributed to all employees.

ARTICLE 6
NO STRIKE/NO LOCKOUT

Section 6.1. 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

Section 6.2. Neither the OPBA nor any member of the bargaining unit shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, concerted sick leave, walkout, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer.

Section 6.3. 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 are 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. The terms and provisions of the no strike clause, shall survive the duration of the contract.

Section 6.4. The Employer shall not lock out any employees in the bargaining unit.

ARTICLE 7
CONFORMITY TO LAW

Section 7.1. The Agreement shall supersede any present and future state and local laws, along with any applicable rules and regulations excepting however, those rights reserved to management by Section 4117.08 of the Ohio Revised Code and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions. In accordance with the provisions of Ohio Revised Code (O.R.C.) Section 4117.10 (A), all articles listed in the table of contents of this Agreement are intended to supersede and/or prevail over any conflicting and/or additional provisions contained in the O.R.C., including but not limited to O.R.C. Sections 9.44 and 505.49 to 505.494.

Section 7.2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect 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.

ARTICLE 8
WAIVER IN EMERGENCY

Section 8.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Emergency Management Agency or the Federal or State legislature, such acts of God, civil disaster or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for the processing of grievances; and

B. Agreements relating to the assignment of employees.

Section 8.2. Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement from the point in the grievance procedure to which the grievance(s) had properly progressed prior to the emergency.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1. Definition. The word "grievance" as used in this Agreement means an allegation by the OPBA or a non probationary bargaining unit employee that there has been a breach, misinterpretation, or improper application of the specific provisions of this Agreement. Any dispute or grievance which would change the terms of this Agreement or is an issue pertaining to the discipline or the acceptance or rejection of a probationary employee is not a "grievance" and is not subject to this grievance procedure.

Section 9.2. Limitations. Where a specific administrative agency of a judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio or the United States for review or redress of specific matters, such as, but not limited to, Workers' Compensation, unemployment compensation, etc., such matters shall not be the subject of a grievance or be processed as such.

Section 9.3. Group Grievances. Where a group of bargaining unit members desire to file a grievance for a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member should be selected to file the grievance and each member who desires to be included in the grievance shall sign the one (1) grievance.

Section 9.4. Informal Adjustments. Nothing contained herein shall be construed as limiting the right of an employee with a grievance to discuss the matter informally with any appropriate

representative of the Employer and having said matter informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement. If any grievance is so adjusted without formal determination, such adjustment shall be binding upon the parties with respect to only those parties and only to the specific matter so adjusted. Such adjustment shall not create a precedent upon either party in regard to other or future proceedings or grievances.

Section 9.5. Grievance Contents/Information. All grievances should contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

A. Aggrieved employee's name and signature;

B. Aggrieved employee's classification;

C. The date the grievance was first discussed and the name of the supervisor with whom the grievance was discussed;

D. The date the Grievance was filed in writing;

E. The date and time the grievance occurred;

F. The location where the grievance occurred;

G. The names of all persons, in addition to the grievant, having, knowledge of the incident or occurrence giving rise to the Grievance;

H. The specific Article(s) and Section(s) of the Agreement alleged to have been violated; and

I. The desired remedy to resolve the grievance.

Section 9.6. For purposes of this Article, a "day" shall be defined and shall mean calendar days excluding Saturdays, Sundays or holidays as provided in this Agreement.

Section 9.7. Grievance Processing/Time Limits. Grievances must be processed at the proper step in order to be considered at subsequent steps. However, any grievance not answered by the responding party within the prescribed time limits shall be considered to have been answered in the negative and may be advanced to the next step in the grievance procedure. Failure of the responding party to answer a grievance within the prescribed time limits shall not be considered approval of the grievance or the granting of the relief sought. All time limits provided herein shall be strictly adhered to, and any grievance not: filed initially or appealed within the prescribed time limits shall be deemed waived and void. Any grievance may be withdrawn by the grievant at any point by submitting a written statement to that effect or by permitting the time limits to lapse.

Section 9.8. Procedure. The parties mutually desire to provide for the prompt adjustment of grievances, with a minimum amount of interruption of the Employer's operations and services.

Every responsible effort shall be made by the parties to effect resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: An employee with a grievance shall contact the employee's supervisor to discuss and attempt to resolve the grievance informally within five (5) days of the occurrence giving rise to the grievance. The immediate supervisor shall reply with a written explanation within five (5) days after meeting with the employee. If the employee does not invoke Step 2 of this procedure within five (5) days after the supervisor's reply at Step 1, the grievance shall be satisfactorily resolved.

Step 2: If the grievance is not resolved at Step 1, the grievance shall be reduced to writing by the grievant and be presented to the Chief of Police or designee within five (5) days of the receipt of the supervisor's response or the date on which the response was due. The Chief of Police may schedule a meeting to discuss the grievance with the grievant and an OPBA representative. The Chief of Police or designee shall investigate and answer the grievance in writing within five (5) days of receipt of the written grievance or within five (5) days of such meeting, whichever is later.

Step 3: If the grievance is not resolved at Step 2, the grievance may be appealed to the Township Board Trustees within five (5) days of receipt of the Chief of Police or designees response or the date of default rejection, as may be applicable. Copies of the written grievance and the written response shall be submitted with the appeal to the Administrator. The Board of Trustees or their designee will conduct a conference within ten (10) days of the receipt of the appeal with the employee who filed the grievance and the employees OPBA representative, if the employee desires the representative's presence.

Step 4: If the grievance is not resolved at Step 3, the employee may request the grievance be submitted to arbitration within ten (10) days of receipt of the Board of Trustees' answer or was rejected by default. Such request shall be made to the Chief of Police.

Section 9.9. Pre-Arbitration Procedure. Upon receipt of a request for arbitration; the Employer will schedule a meeting with the employee and the employee's OPBA representative if the employee so desires. Such meeting shall be scheduled within fourteen (14) calendar days after receipt of the request for arbitration. The parties will attempt to settle the grievance or attempt to draft an agreed upon submission statement requesting arbitration.

Section 9.10. Arbitrator Selection. The arbitrator shall be selected from a panel list of nine (9) arbitrators jointly requested from the Federal Mediation and Conciliation Service (Ohio based who are members of the National Academy of Arbitrators). The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Each party may reject the list once and request from the FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected.

Section 9.11. Authority of the Arbitrator. The arbitrator shall limit decisions strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decision:

A. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable law;

B. Contrary to or inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations presently or in the future established, by the Employer so long as such practice, policy or regulation does not conflict with this Agreement.

C. Recommending any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated, or making any award based on rights arising under any previous agreement, grievance, or practices;

D. Establishing any new or different wage rates not negotiated as part of this Agreement; or

In the event, of a monetary award, the arbitrator shall limit any retroactive settlement to the date of the occurrence.

Section 9.12. Decision. The decision of the arbitrator shall be final and binding on the grievant, the OPBA and the Employer subject to appeal as provided in Revised Code 2711. The arbitrator shall be requested to issue a decision within thirty (30) calendar days after the conclusion of hearings or submission of final briefs.

Section 9.13. Fees/Expenses. The costs and fees of the arbitrator shall be borne by the losing party. If the arbitrator's decision fails to grant the requested award of either party, the arbitrator shall be requested to rule on the assignment of costs. The expenses of any non-employee witness shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

ARTICLE 10
DISCIPLINE

Section 10.1. No employee shall, for disciplinary reasons, be reduced in pay, suspended without pay, demoted, discharged or otherwise disciplined except for just cause.

Section 10.2. Forms of Discipline/Progressive Discipline. Except in instances in which an employee is charged with a serious offense, discipline will be applied in a progressive and corrective manner. Progressive discipline should take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. Discipline may include the following, which shall be removed from the employee's personnel file for purposes of consideration for progressive discipline, provided there are no intervening infractions, after the indicated periods of time.

A. Oral reprimand documents in the employee's personnel file (twelve months);

B. Written reprimand (18 months);

C. Suspension (24 months);

D. Suspension of record (i.e., working suspension – 24 months);

E. Termination.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 10.3. Grounds for Discipline. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, failure of good behavior, any conduct unbecoming a representative of the Employer, violations of Township or department work rules, policies, procedures, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 10.4. Fair treatment and conduct by the Employer. At no time shall a telephone call by the Employer to an employee be used as a form of progressive discipline. However, this does not restrict the Employer from contacting an employee to request an employee to come to the Police Department for a disciplinary meeting.

Section 10.5. Employee Rights. Employee rights are as follows:

A. Rights of Employees Under Investigation for Possible Criminal Violations

When a bargaining unit member is under investigation for possible criminal violations or is subjected to questioning for any reason in connection with a criminal investigation, the following minimum standards shall apply:

1. A bargaining unit member who is to be questioned for possible criminal violations or is subjected to questioning for any reason in connection with a criminal investigation shall be advised of his Garrity or Miranda rights.

2. Questioning of the bargaining unit member shall be conducted at a reasonable hour, preferably when the bargaining unit member is on duty, unless circumstances otherwise require.

3. Questioning of the bargaining unit member shall normally take place at the offices of those conducting the investigation or the place where such bargaining unit member reports for duty unless the member consents in writing to being questioned elsewhere.

4. The bargaining unit member under investigation shall be informed of the nature of the investigation prior to any questioning.

5. Any questioning of a bargaining unit member in connection with an investigation shall be for a reasonable period of time and shall allow for reasonable periods for the rest and personal necessities of the bargaining unit member.

6. No threat against, harassment of, or promise or reward (except an offer of immunity from prosecution) to any bargaining unit member shall be made in connection with an investigation to induce the answering of any questions.

7. Questioning of any bargaining unit member in connection with the investigation may be recorded in full in writing or by electronic device. If any such recording is made a copy shall be made available to the member under investigation and, if a transcript of the statements made in the recording is produced, a copy of the transcript shall be made available to the member under investigation, after the investigation has been completed.

8. The bargaining unit member under investigation shall be entitled to the presence of an attorney and/or union representative, at any questioning of the member, unless the member consents in writing to being questioned outside the presence of the attorney and/or union representative.

9. At the conclusion of the investigation, the bargaining unit member under investigation shall be informed, in writing, of the investigative findings.

B. Emergency Suspension:

1. This section does not preclude an Employer from providing for emergency suspension for misconduct by a bargaining unit member.

2. An emergency suspension shall not affect or infringe on the health benefits of a bargaining unit member.

3. The term "emergency suspension" means a temporary action of five (5) days duration or less imposed by the Employer when that official determines that the action is in the best interests of the public.

C. Notice of Disciplinary Action:

1. When disciplinary action is to be taken against a bargaining unit member, the member shall be notified of the action and the reasons therefore, a reasonable time before the action takes effect.

2. At the time that any bargaining unit member is notified to report for an internal investigation, and upon the bargaining unit member's request, he/she shall be provided, an opportunity within a reasonable time frame to contact a union representative for the purpose of representation.

D. Internal Investigations:

1. Bargaining unit members shall be informed, in writing of the nature of the investigation prior to any questioning and shall be informed to the extent known at the time, whether the investigation is focused on a criminal or Departmental charge. If the member requests it, he shall be given brief time prior to any questioning to locate and review any written documents he possesses regarding the event(s) being investigated in order to fully prepare himself to accurately and completely respond to the questioning; an investigating officer may accompany the member during his search and review of such documents.

2. Investigation Time Limits/Notification of Results: All disciplinary investigations shall be conducted as promptly as practicable. The employee shall be notified of any charge to be placed against him/her within twenty-one (21) calendar days following the conclusion of the investigation.

3. A bargaining unit member who is brought before a disciplinary hearing shall be provided access to all transcripts, records, written statements written reports, and analyses and video tapes pertinent to the case that:

    a. contain exculpatory information

    b. are intended to support any disciplinary action, or

    c. are to be introduced in the disciplinary hearing.

4. Initial disciplinary hearing shall be held within thirty (30) days of the filing of charges, unless the parties mutually agree otherwise.

5. A bargaining unit member who is to be questioned as a suspect in an internal investigation that may lead to criminal charges against him shall be advised of his Constitutional Rights in accordance with the law.

6. Before a bargaining unit member may be charged with insubordination or like offenses for refusing to answer questions or participating in an investigation, he shall be advised that such conduct could be made the basis for a charge.

7. Notification to a bargaining unit member that potential corrective action could result if the bargaining unit member continues to refuse to answer questions or participate in any investigation shall not be construed as administrative pressures, threats, coercion, or promises for the purpose of this paragraph.

8. When a bargaining unit member is to be interviewed regarding the investigation of any other bargaining unit member, such interview shall be conducted in accordance with the procedures established in this Article 10.

E. Complaints:

1. When a single, anonymous complaint is made against a bargaining unit member on duty and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and the accused bargaining unit member shall not be required to submit a written report.

2. Any signed complaint received concerning alleged misconduct by a bargaining unit member who was off duty when the alleged incident occurred, shall be investigated in the same manner as any complaint made by a citizen against a bargaining unit member for misconduct while on duty. The parties acknowledge that circumstances may exist that allow, at the conclusion of the investigation, for disciplinary action against an employee based upon off-duty conduct but such disciplinary action is subject to the same grievance process as disciplinary action for on-duty conduct.

F. Retaliation for Exercising Rights: There shall be no penalty or threat of penalty against a bargaining unit member for the exercise of the member's rights under this section.

G. Other Remedies Not Impaired:

1. Any complaint or allegation by the Union of a bargaining unit member that the Employer violated any of the rights set forth in this section shall be subject exclusively to the grievance process set forth in Article 9.

2. A bargaining unit member retains all legal rights and remedies under federal law.

3. A bargaining unit member may waive any of the rights guaranteed in this Article.

H. Prohibition of Adverse Materials in Member's Files: The Employer shall not insert any adverse material into the file of any bargaining unit member unless the member has had an opportunity to review and comment in writing about the adverse material.

I. Disclosure of Personal Assets:

1. A bargaining unit member shall not be required or requested to disclose any item of the member's personal property, income, assets, sources of income, debts, personal or domestic expenditures (including those of any member of the member's household), unless:

a. The information is necessary in investigating a violation of any federal, state or local law, rule or regulation with respect to the performance of official duties, or

b. Such disclosure is required by federal, state, or local law.

2. There shall be no press release by the Employer or OPBA regarding the employee under investigation, until the investigation is completed and the employee is either cleared or charged with a violation.

Section 10.6. Administrative Leave. Any full-time employee charged with a crime or under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. Such employee may use accrued but unused vacation, holiday, or other paid leave during such administrative leave. Any employee found guilty by the Court of a serious crime or felony may be summarily discharged. If the charges are reduced to a misdemeanor the employee may be subject to discipline pursuant to the terms of this Agreement. If the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Agreement, but should be paid for lost straight time hours up to the date of such discipline and shall have any vacation, holiday and/or other paid time off that was used restored to the employee's credit.

Section 10.7. Personnel Files. An employee may request an opportunity to review the employee's personnel file in the presence of the Employer and may have an OPBA representative present when reviewing the file. The employee may attach a memorandum to any file clarifying any document in the employees file. The employee may request copies of any documents contained in the employee's file. Any documents in an employee's file relating to complaints or investigations of misconduct by the employee should include a disposition notation.

Section 10.8. An employee, other than the Director, shall not be paid for time spent in participating in any arbitration hearing, provided that an employee may use vacation time or compensatory time, if available.

ARTICLE 11
HOURS OF WORK AND OVERTIME

Section 11.1. This Article is intended to define the normal hours of work in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 11.2. Workweek. The work period shall begin at 12:01 a.m. on Sunday and continue for seven (7) consecutive calendar days, one hundred sixty-eight (168) consecutive hours, ending at 12:00 midnight the following Saturday.

Section 11.3. Work Schedule. Each employee's work schedule shall be determined by the Employer. The normal work schedule for full-time bargaining unit employees shall consist of forty (40) hours of work performed during the seven (7) day work period. Each employee shall bid once every four months. Shift bids shall be final at 2 p.m. on the 4th day of the shift bid selection. Shift assignments will be determined and granted solely by seniority.

Section 11.4. Contractual Overtime/Compensatory Time. When an employee is required to work in excess of forty (40) hours in a work week, the employee shall be paid overtime pay for such time over forty (40) hours at the rate of one and one-half (1 ½) times his regular hourly rate of pay. When the overtime pay is because of hours worked on marine patrol duty the hours shall be paid to the employee. For overtime other than marine patrol, in lieu of overtime pay, the employee may elect to accrue compensatory time to be granted at the rate of one and one half (1 ½) hours of compensatory time off for each hour of overtime actually worked. A holiday that is worked by an employee may not be converted to compensatory time unless the hours worked on the holiday, without consideration of the premium pay, were otherwise eligible for such conversion. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

The maximum amount of compensatory time an employee may accrue is sixty (60) hours. Any overtime worked that would increase the employee's accrued compensatory time above this maximum shall be paid at the appropriate overtime rate. Employees shall have the option to re-accumulate the compensatory time hours each time an employee's hours fall below the maximum sixty (60) hours accrued.

Compensatory time shall be granted at a time convenient to the employee and the Employer, which does not create additional overtime unless otherwise approved by the Employer. The employee must submit a written request for compensatory time off and receive approval from the Employer prior to taking compensatory time off. Such request shall not be unreasonably denied. In the event the prohibition against allowing compensatory time to be used if overtime would have to be paid to an employee is determined to be unenforceable by a court of competent jurisdiction, then the annual use of compensatory time for any employee shall be limited to eighty (80) hours.

At the end of each calendar year, employees shall be paid for their accrued but unused compensatory time at their current straight-time hourly rate, or have the option of carrying all unused compensatory time over to the next calendar year. Upon separation from employment, employees shall be paid for their accrued but unused compensatory time at their straight-time hourly rate which they are earning at the time of their separation from employment.

Section 11.5. Hours Worked for Contractual Overtime. For purposes of determining an employee's eligibility for overtime, all hours in active pay status by the employee will be included. "Active pay status" includes actual hours worked, paid sick leave, paid injury leave, bereavement leave, vacation, personal leave days, and holidays. Other absences from work, paid or unpaid, shall not be considered "active pay status." There shall be no pyramiding of overtime compensation and/or premium pay.

Section 11.6. Whenever the Employer determines overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime. When the Employer determines overtime is necessary, such hours of work will be offered on a voluntary basis to employees pursuant to the following provisions:

> The overtime shall be offered as needed or in increments of at least two (2) hours if the employee is called in from home, as determined by the employer.

Whenever overtime is available eight (8) calendar days or more in advance, that availability shall be posted. Each posting shall include the date, time and Command Officer who posted it. Whenever possible, each posting shall be fourteen (14) calendar days in advance of the overtime. The posting shall remain up to five (5) calendar days for employees to sign, and then overtime shall be awarded within twenty-four (24) hours after the posting is taken down.

The overtime shall be awarded to the employee with the lowest number of hours on the Overtime Hours list who has signed up for all hours of available overtime. If no employee has signed up for all hours, the overtime shall be awarded to the two (2) employees who have signed up for half of the available hours of overtime and who have the lowest number of hours on the Overtime Hours list; which employee works the earlier hours of overtime shall be determined by the preferences of the more senior of the two (2) employees as indicated on the posting at the time the employees sign it. If only one (1) employee signs for the overtime, the overtime shall be awarded to that employee, regardless of the number of hours for which the employee signed.

If two (2) or more employees with the same amount of accumulated overtime indicate their desire to work the same posted overtime, the employee with the most seniority shall be awarded the overtime. "Seniority" for purposes of assigning overtime shall be continuous length of service in the classification of "Sergeant."

Whenever overtime is available seven (7) calendar days or less in advance, the overtime will be offered to all bargaining unit members on a rotating, seniority basis, starting with the most senior full-time employee, the next most senior full-time employee, and so on until the time slot is filled. Only full or half shifts shall be offered at any one time. Subsequent overtime shall be offered starting with the next lowest in seniority and continuing until the shift is full. The overtime may be offered to full-time Patrol Officers only after all full-time bargaining unit members have been offered and refused the available overtime, with only full or half shifts to be offered at any one time.

The foregoing provisions of this Article notwithstanding, in the event the work involved requires special skills, only employees possessing such skills shall be assigned the overtime. The necessity of overtime shall not be used as a reason to deny coverage of a shift by bargaining unit employees. In emergency situations, this Section will not apply. Marine patrol duty shall be scheduled as it has been in the past.

Section 11.7. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime has been approved by the Employer. Employees shall obtain advance approval before working any overtime.

Section 11.8. Court Time. When an employee is required to appear during the employee's regular off-duty time before any official court; or before a prosecutor for a pre trial conference

on matters pertaining to or arising from the employee's official duties; or by Order of the Chief, the employee shall be compensated for a minimum of two (2) hours for each such appearance at the employee's appropriate hourly rate. If an employee appears before a court or at a pretrial conference for more than two (2) hours, such excess time shall also be compensated at the applicable rate. Appearances which abut a regular shift are not subject to the above minimum requirements.

Section 11.9. Shift Differential. A shift differential of 2% shall be paid to an employee when working for the Employer for a shift that starts at or after 2 p.m. and before 6 a.m.

Section 11.10. Unless engaged in other productive duties, and weather permitting, employees will be in their assigned districts no later than 15 minutes after their scheduled starting time, and shall not leave their districts more than 15 minutes before their scheduled quitting time.

ARTICLE 12
PROBATIONARY PERIODS

Section 12.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) working year. A newly hired probationary employee may be terminated at any time during the employee's probationary period and shall have no appeal over such removal.

Section 12.2. A newly promoted employee will be required to successfully complete a probationary period for a newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of one (1) working year. A newly promoted employee who does not exhibit satisfactory performance may be returned to the employee's former position any time during the probationary period.

Section 12.3. The Employer will conduct at least one (1) performance evaluation half way through a probationary employee's probation and an additional evaluation prior to the end of each employee's probationary period to measure the employee's fitness to continue service in the position.

Section 12.4. When a post assignment within the bargaining unit is vacant, and the Chief determines it should be filled, the Chief will request letters of interest from bargaining unit members. The Chief will interview each bargaining unit member who has submitted a letter of interest prior to making the assignment. If no letters of interest are submitted, the Chief retains discretion to make the assignment. If the Chief wants to make the assignment to a probationary Sergeant, the Chief shall make the assignment on an acting basis to another Sergeant until the probationary period is completed.

ARTICLE 13
SENIORITY

Section 13.1. Definitions.

A. Total Seniority. Total seniority shall be computed on the basis of uninterrupted length of full-time continuous service with the Employer.

B. Bargaining Unit Seniority. Bargaining unit seniority is defined as an employee's completed uninterrupted full-time service with the Employer within a bargaining unit position.

C. Classification/Rank Seniority. Classification/rank seniority shall be defined as the continuous employment within a specific classification within this bargaining unit from the date of appointment.

Section 13.2. Break in Service. The following shall not constitute a break in continuous service:

A. Absence while on an approved leave of absence;
B. Absence while on approved sick leave or disability leave;
C. Military leave; or
D. A layoff of two (2) years duration or less.

Section 13.3. Break in Service affecting Seniority. The following situations constitute breaks in continuous service for which seniority is lost:

A. Discharge for just cause;
B. Retirement;
C. Layoff for more than two (2) years;
D. Failure to return to work within fourteen (14) calendar days of a recall from layoff, absent extenuating circumstances, (e.g., illness, injury, or disability);
E. Failure to return to work at the expiration of a leave of absence; or
F. Resignation.

Section 13.4. Identical Seniority Dates. Ties in seniority shall be broken by date of last hire, then date of application, then alphabetically by surname.

Section 13.5. Application of Seniority. Seniority applies only where that specific term is used and shall not be confused with "years of service," which is used to calculate vacation benefits, etc.

ARTICLE 14
LAYOFF/RECALL

Section 14.1. When the Employer determines that a layoff or job abolishment is necessary for lack of work, or lack of funds, the Employer shall notify the affected employee(s) fourteen (14) days in advance of the effective date of the layoff or job abolishment.

Section 14.2. The Employer shall determine in which classification(s) layoffs will occur. Within each classification, employees will be laid off in accordance with their bargaining unit seniority.

Section 14.3. Recall Rights/Qualifications. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees still on the recall list shall be recalled in the inverse order of their layoff, provided they are qualified to perform the work in the classification to which they are recalled. An employee will not be disqualified because of the lapse of his/her OPOTA certification provided s/he undertakes and successfully completes the refresher training to restore the certification at the earliest opportunity.

Section 14.4. Notice of Recall. Notice of recall from a layoff shall be sent to the employee by certified mail with a return receipt requested, to the last mailing address provided to the Employer by the employee.

Section 14.5. Response Period for Recall. In the case of a layoff, the recalled employee shall have five (5) days following the date of receipt of the mailing of the recall notice to notify The Employer of the employee's intention to return to work and shall have fourteen (14) calendar days following the date of the notice of recall to report for duty unless a different date for returning to work is otherwise specified in the notice.

ARTICLE 15
PROGRAM FOR SUBSTANCE ABUSE

Section 15.1. Drug and alcohol screening/testing shall be conducted upon: (1) pre-promotional; "reasonable suspicion" which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol; post-accident; or randomly in common with all other employees of the Employer to the extent required for the Employer to receive the maximum premium discounts available to it under the State of Ohio Bureau of Workers' Compensation Drug Free Workplace Program. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to third party, unless required by law. Any employee refusing to submit to the drug test or refusing to sign the drug test release and authorization will be subject to the disciplinary process of this Agreement.

Section 15.2. Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence. A positive result of .04 shall be cause for the Employer to proceed with sanctions as set forth in this Article.

Section 15.3. All drug screening tests shall be conducted by medical laboratories certified by the Substance Abuse and Mental Health Services Administration or certified by SAMHSA recognized certification program. Testing shall be conducted in a manner to ensure that an employee's legal drug use does not affect the drug test results. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be collected utilizing the split sample method of collection, following prescribed testing procedures.

Section 15.4.

A. All samples shall be tested for chemical adulteration, narcotics, cannabis, pcpi amphetamines, sedatives and/or alcohol as follows:

DRUG	SCREENING TEST	CONFIRMATION
1. Amphetamines	1000 ng/ml Amphetamine	500 ng/ml
2. Barbiturates	300 ng/ml Barbiturate	200 ng/ml
3. Benzodiazepines	300 ng/ml	200 ng/ml
4. Cocaine Metabolites	300 ng/ml	150 ng/ml
5. Marijuana Metabolites	50 ng/ml	15 ng/ml
6. Methadone	300 ng/ml	200 ng/ml
7. Methaqualone	300 ng/ml	200 ng/ml
8. Opiates	2000 ng/ml	2000 ng/ml
9. PhencyclidinePCP	25 ng/ml	25 ng/ml
10. Propoxyphene	300 ng/ml	200 ng/ml

Alcohol - .04 of 1% or more by weight of blood alcohol or .04 of 1% or more by weight of blood alcohol per 200 liters of employee's breath.

B. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample retested by a SAMHSA certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.

C. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.

D. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed, and the employee will be reimbursed for the cost of the split sample test.

Section 15.5. Selection of employees for random testing shall be made on an anonymous basis by the testing laboratory using Employee identification numbers only. Random testing shall be administered at the Employer's expense and during the work hours of any selected Employee.

Section 15.6. If a positive result is produced after the required testing, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this Section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave or any other paid leave for the period of the rehabilitation or detoxification program. If no such paid leave is available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and upon receiving satisfactory results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon the employee's return to work as provided for in Section 15.9. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits.

Section 15.7. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after the employee's return to work from such a program, the employee shall be subject to disciplinary action. The employee and the OPBA shall be given a copy of the laboratory report of all specimens before any discipline is imposed.

Section 15.8. The costs of all drug screening tests and confirmative tests shall be borne by the Employer; except that any test initiated at the request of the employee, the cost of such test shall be at the employee's expense.

Section 15.9. The Employer may conduct four (4) tests of an employee during the one (1) year period, or more frequently or for a longer period of time, if recommended by the Administrator, after the employee has completed a rehabilitation/detoxification program as provided in this Article.

Section 15.10. The provisions of this Article shall not require Employer to offer a rehabilitation/detoxification program to any employee more than once.

ARTICLE 16
SICK LEAVE

Section 16.1. Accrual. Employees shall accrue sick leave credit at the rate of four and six tenths 4.6 hours for each eighty (80) hours in active pay status, not to exceed fifteen (15) days accumulation per year.

Section 16.2. Service for sick leave credit includes all hours in active pay status, including hours worked, paid vacation, paid sick leave and holidays, but not workers compensation/injury leave, unpaid leave, suspension or layoff.

Section 16.3. Usage. Sick leave will be granted to an employee, upon approval by the Employer, for the following reasons:

A. Illness, injury or pregnancy-related health condition of the employee;

B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees;

C. Illness, injury, or pregnancy related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member; and

D. Examination including medical, psychological, dental or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

Section 16.4. Immediate Family Defined. Immediate family for purposes of this Article means an employee's parents, spouse, children or other person related to the employee by blood or marriage who lives in the same household.

Section 16.5. Notification. When an employee is unable to report to work due to illness or injury, the employee shall notify the Employer at least two (2) hours before the employee is scheduled to work unless circumstances beyond the employee's control prevent such notice. An employee who expects to be on extended sick leave must notify the Employer every day the employee will be absent unless agreed otherwise.

Section 16.6. Documentation. The Employer may require an Employee to provide a written statement justifying sick leave use of three (3) consecutive days or then a pattern of sick leave reasonably suggesting abuse occurs. If the employee has used a hospital, clinic, doctor, dentist, psychologist, optician or other licensed medical practitioner, the Employer can require the employee to provide proof from the hospital, clinic, doctor, etc., that the employee was examined, that the employee cannot work, or that the employee must take care of a member of the employee's immediate family, or certifying the employee's ability to return to work and perform the essential functions of their position.

Section 16.7. Excessive Usage/Patterned Absence. Any abuse of sick leave or the patterned use of such leave shall be sufficient cause for discipline. Pattern abuse consists of, but is not limited to, absence while on sick leave as evidenced by a frequency or pattern contiguous with or related to holidays, weekends, vacation days and/or consistent regular usage, or a method of usage of available sick leave.

Section 16.8. Fitness for Duty. If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of the

employee's position, or poses a threat to the employee or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer expense. Upon receipt of the medical professional's opinion on fitness for work, the Employer and the employee will meet to discuss possible alternatives and/or accommodations.

Section 16.9. Sick Leave Increments. Approved sick leave shall be charged to employees in one (1) hour increments. An employee must comply with all rules and regulations on sick leave in order to receive sick leave pay. Falsification of sick leave documents will be grounds for disciplinary action.

Section 16.10. Family and Medical Leave. An employee with more than one (1) year of full-time service who exhausts the employee's sick leave may use the employee's accrued vacation for sick leave purposes. If the leave is for the employee to care for the employee's own serious health condition, to care for the employees parent, spouse or child who has a serious health condition, or because of the birth, adoption or foster placement of a child, the employee shall be entitled to a Family and Medical Leave of up to twelve (12) weeks per year. The employee's available paid sick and vacation will be used concurrently with the Family and Medical Leave. It is intended that this Section comply with the Family and Medical Leave Act of 1993, as amended, and that the parties will take such actions to ensure compliance.

Section 16.11. Severance Payment. An employee who retires or dies with at least fifteen (15) years of actual service with Perrysburg Township shall receive payment for 50% of the value of his or her accrued but unused sick leave not to exceed 1040 hours of pay. The estate of any employee who suffers fatal injury in the line of duty shall receive payment for one hundred percent (100%) of the value of the deceased's accrued but unused sick leave, regardless of the deceased's length of employment with Perrysburg Township and without limit as to the accrued but unused hours.

ARTICLE 17
LEAVES OF ABSENCE

Section 17.1. The authorization of a leave of absence is a matter of administrative discretion. The Employer, in each individual case, will decide if a leave of absence is to be granted. The granting of a leave of absence shall not be considered precedent for a grievance based on the denial of another leave of absence.

Section 17.2. Except in a case of emergency, an employee should request a leave of absence at least thirty (30) days in advance. Unpaid leaves of absence will not exceed six (6) months in duration.

Section 17.3. An employee may only use a leave of absence for the reason which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work or may discipline the employee, up to and including discharge. An employee may not use a leave of absence to look for or work at another job.

Section 17.4. An employee may not return from a leave of absence before the time granted for the leave expires without the permission of the Employer. If an employee fails to return from leave upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment and the employee may be removed.

Section 17.5. The Employer will place an employee returning from leave in the same or similar classification from which the employee took leave, provided the employee remains qualified to perform the job. If such classification(s) no longer exist, the Employer will treat the employee as if the employee were laid off from the classification and allow the employee appropriate displacement rights.

ARTICLE 18
MILITARY LEAVE

Section 18.1. Employees, who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia or other reserve components of the Armed Forces of the United States, shall be entitled to a military leave of absence from their duties, without loss of pay, for such time as they are in the military services on field training or active duty for a period not to exceed thirty-one (31) days in any calendar year. The maximum hours for which payment can be made in anyone calendar year is one hundred seventy-six (176) hours.

Section 18.2. The Employer shall grant a leave of absence, without pay, to an employee who enters active military service, as well as subsequent re-employment rights in accordance with applicable federal law.

Section 18.3. To the extent that the Employer compensates an employee who is on that military leave referred to in Section 18.1 above, the employee shall remit to the Employer all compensation paid to him by any third party in connection with such temporary military service.

Section 18.4. If after January 1, 2002 the Employer grants Military Leave Benefits to any Command Officer that are greater than the provisions of his Article, those greater benefits shall also be granted to employees of his Bargaining Unit for so long as those greater benefits are granted to any Command Officer.

ARTICLE 19
OPBA LEAVE

Section 19.1. Not more than one (1) employee selected by the OPBA members may be granted an unpaid leave of absence for up to three (3) days to attend OPBA Director meetings. The employee shall provide advance notice of such meeting(s) as prescribed in this Article. All other OPBA activity shall be conducted during non-work time.

ARTICLE 20
JURY LEAVE

Section 20.1. An employee who is called to and reports for jury service shall be compensated by the Employer for full pay for such hours of jury service.

Section 20.2. If an employee is released from jury service on any workday when four (4) or more hours remain in the employee's normal workday at the time or release, the employee shall then report for work.

Section 20.3. All compensation received by an employee as a result of jury service shall be remitted by the employee to the Employer. However, the employee shall not be required to remit to the Employer those sums paid to the employee as reimbursement for actual expenses, such as travel, incurred in connection with jury service.

Section 20.4. In order to be eligible for payment, the employee must notify the employee's supervisor within a reasonable time after receipt of notice of selection for jury duty and must furnish a written statement from the appropriate court official showing the date served and the amount of pay received.

ARTICLE 21
BEREAVEMENT LEAVE

Section 21.1. Bereavement leave will be granted to an employee with prior notice to the Chief or his designee in the event of the death of a member of the employee's immediate family, including the employee's spouse, children, stepchildren, parents, stepparents, brother, sister, grandparents, spouses grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law or, if unmarried, significant other. Such leave will not be unreasonably denied and shall be limited to a reasonably necessary time, not to exceed three (3) days for bereavement leave and three (3) days of unused sick leave for immediate family funerals, one of the days being the date of the funeral. Employees shall be allowed one day of bereavement leave and one (1) day of unused sick leave off to attend the funeral of the employee's or spouse's aunts, uncles, cousins, nieces, nephews, brothers-in-law or sisters-in-law, defined to be limited to either the sibling of the employee's spouse or the spouse of the employee's sibling.

The Townships Trustees reserve the right to extend bereavement leave at their discretion.

ARTICLE 22
INJURY LEAVE

Section 22.1. In the event an employee is injured while performing the employees duties, the employee shall receive full pay for six (6) calendar weeks, or a longer period of time as the Employer may allow, from the date of the injury as filed with the Ohio Bureau of Workers' Compensation (OBWC). The Employer shall provide an injured employee all necessary forms, materials and appropriate phone numbers pertaining to filing claims with the Ohio Bureau of

Workers' Compensation. Application for such leave shall be filed with the Employer and the appropriate claim filed with OBWC. At the time of application for such leave, the employee shall sign an agreement to assign or return all monies received from the OBWC as wage replacement for the same period of time during which the employee received full pay in lieu of wage replacement from OBWC. The Employer will only pay regular and holiday pay during the leave, and vacation and sick time will not accrue during such period of time.

An employee making application for such leave shall sign an authorization to release to the Employer all medical information regarding the occupational injury in the possession of the employee's treating physicians and treatment facilities for which the injury leave is requested and shall also agree to be examined by a licensed medical practitioner selected and paid for by the Employer, if the Employer deems necessary.

An employee claiming an occupational injury shall immediately file an accident report when the injury is incurred, seek medical attention and shall file an injury claim with the OBWC as soon as practicable after the injury. The Employer may request a hearing before the OBWC to determine the claim's validity.

An employee who has exhausted paid injury leave as described above may elect to use sick leave and vacation leave in lieu of receiving wage replacement income from OBWC. The leave shall be counted against the employee's FMLA leave, where the FMLA is applicable.

An employee on an approved sick or injury leave may, at the Employer's discretion, may be required to work, or be assigned other duties or limited duties, during the period of disability. The employee shall receive their regular rate of compensation for any hours worked. During such temporary re-assignment, the Employer shall review every thirty (30) days whether the continuation of such limited duties is possible and shall give the employee at least seven (7) days notice of the discontinuation of such limited duties.

Under no circumstances will unnecessary work be created to afford restricted duty to any employee. Work must be available. The Employer may require medical certification that the employee is sufficiently recovered from such illness or injury to perform the duties as assigned. Assignments made under this Section shall not be subject to the Grievance Procedure.

Section 22.2. An employee who is unable to fully perform the duties of the classification because of medical reasons may be returned to work temporarily in light duty status, with the concurrence of the Chief and the Administrator, when a doctor certifies that he/she can be returned to light duty and identifies the appropriate limitations for such duty. In no event shall a light duty assignment exceed the period of 30 calendar days.

ARTICLE 23
PERSONAL LEAVE

Section 23.1. Each full-time employee is entitled to personal leave with pay each calendar year when sick leave was not used during the previous calendar year, in accordance with the following schedule:

Sick Leave Used	Personal Leave
0	4 days
8 hours	3 days
16 hours	2 days
24 hours	1 day
over 24 hours	none

An employee's use of sick time for bereavement leave as authorized by Section 21.1 of this Agreement shall not be considered "used sick days" for purposes of determining an employee's personal leave under this Article.

Section 23.2. Personal leave must be used in the calendar year in which it is entitled, shall not accrue and shall be forfeited at the end of each calendar year if the employee has not taken or requested such leave.

Section 23.3. Except in the case of an emergency, an employee should request the leave of absence at least twenty-four (24) hours in advance. Personal leave requested by October 1 will not be unreasonably denied. An employee may not use personal leave to look for another job or work at another job without the express permission of the Employer.

ARTICLE 24
HOLIDAYS

Section 24.1. Holiday Pay. Full-time employees in the bargaining unit shall receive eight (8) hours holiday pay for the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

If an employee is required to work both Christmas Eve and Christmas Day the employee shall receive holiday pay for Christmas Eve, provided the Employee works the last regularly scheduled day before Christmas Eve and the next regularly scheduled day after Christmas Day.

Section 24.2. Rate of Pay for Holiday Work/Eligibility. Employees who work on any holiday listed in the Holidays Section of this Agreement shall receive one and one-half (1 ½) time their regular rate of pay in addition to their eight (8) hours of holiday pay, provided the employee was in active pay status the day before the holiday and the day after the holiday.

~~**Section 24.3. Holiday Pay Eligibility.** In order to be eligible to receive holiday pay under Section 1, the employee must work his regularly scheduled shift before the holiday, on if applicable, and after the designated holiday.~~

7-14-11

Section 24.4. Full-time employees in the bargaining unit shall receive four (4) hours holiday pay for Good Friday.

ARTICLE 25
VACATIONS

Section 25.1. Accrual. Employees are entitled to vacation pay after one (1) year of continuous service with the Employer. The amount of paid vacation leave an employee is entitled to receive is based upon length of service with the Employer as follows:

Length of Service Vacation	Vacation
Less than one (1) year	None
Starting with the second (2nd) year through six (6) years	80 hours
Starting with the seventh (7th) year through (12) years	120 hours
Starting with the thirteenth (13th) year through (21) years	160 hours
Starting with the twenty-second (22nd) year through twenty-five (25) years	200 hours
Starting with the twenty-sixth (26th) year	240 hours

Such vacation leave shall accrue at the following rates each bi-weekly pay period:

Annual Vacation	Credited per
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Section 25.2. Vacation Service Credit. Vacation leave credits are not earned and shall not be credited during any time an employee is not in active pay status. For purposes of earning vacation leave credits, "active pay status" shall include all hours for which an Employee receives pay, up to forty (40) hours per week, including actual hours worked, paid sick leave, paid injury leave, bereavement leave, vacation, holidays, compensatory time and paid administrative leave.

Section 25.3. Maximum Accrual. Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The employee may request to carryover up to one-half (½) of accrued vacation leave to the following year or receive cash payment for such leave at the employee's current rate of pay.

Section 25.4. Recall from Vacation. Employees on vacation may be recalled to duty for emergency situations as determined by the Employer.

Section 25.5. Requests/Approval. Requests for vacation leave shall be submitted in writing by April 1 in accordance with the policy established by the Employer. Any request for vacation

made by March 31 for the current calendar year will be approved and scheduled in accordance with the work load requirements of the Employer on the basis of seniority and at times mutually agreeable to the employee and Employer. After April 1 vacations will be approved and scheduled in accordance with the work load requirements of the Employer on a first-come, first-served basis and at a time mutually agreeable to the employee and the Employer. If two (2) or more employees request vacation leave simultaneously and the Employer is not able to grant vacation leave to all those making such request, the employee with the greatest seniority will be granted such request. Vacation leave not scheduled by April 1 must be submitted at least fourteen (14) days in advance for approval. If an employee does not give the Employer fourteen (14) days advance notice, the Employer shall allow the employee to take vacation leave unless the Employer is unable to schedule the proper number of employees for the days the employee requests to be off on vacation. The Employer shall grant vacation leave to more than one employee at a time per shift unless the Employer is unable to provide proper shift coverage. Such requests will not be unreasonably denied.

Section 25.6. Payment upon Separation. Upon separation from the Employer, an employee shall be entitled to compensation at the employee's current rate of pay for all accrued but unused vacation leave to the employee's credit.

Section 25.7. Payment upon Death. In the case of death of the employee, any unused vacation leave credit of the employee shall be paid to the deceased employee's spouse or the estate if there is no surviving spouse.

ARTICLE 26
INSURANCE

Section 26.1. The Employer shall make available to all bargaining unit employees comprehensive major medical/hospitalization health care and ancillary insurance coverage (e.g., dental, vision, etc.) as selected and approved by the Board under the terms of this article. The Employer will select carriers, providers, and otherwise determine the methods and levels of coverage, which may be subject to change. The participating employee may select coverage (i.e., single, two-party, family, etc.) subject to the plan offerings. The parties acknowledge that carrier changes may be necessary during the life of the agreement to maintain cost competitiveness, and if, during the life of this agreement, it becomes necessary to change carriers, the Employer will notify the union in advance of such action. Employee contributions shall continue to be paid with pre-tax dollars.

Section 26.2. Plan Coverage/Enrollment. All employees eligible to participate in either of the plans established and referenced below subject to the requirements of the respective plan.

Section 26.3. HSA Funding. For the year 2011, the Employer shall fund one thousand two-hundred dollars ($1,200) for a single plan and two-thousand four hundred dollars ($2,400) for other coverage (i.e. family, EE/child, etc.) to the employee's HSA account. Funding shall be deposited into the employee's HSA on or about January 1. Any employee that separates from employment in a given plan year shall have the annual contribution prorated to a monthly basis and apportioned to the length of time served during the year of separation. The Employer shall

then deduct from the employee's separation payments any excess monies that were initially credited based upon a full year's service that was not rendered. (i.e., an employee retiring or leaving employment in June of a given year shall have 50% of the annual HSA contribution withheld from his severance payment or final paycheck).

Section 26.4. Life Insurance. The life insurance benefit levels in effect on the date of execution of this agreement shall remain unchanged ($50,000.00).

Section 26.5. Contribution Amounts. Perrysburg Township and its employees shall contribute the following base monthly amounts for the applicable coverage (e.g., single, 2-party, family, etc.) under its plan. The contribution shall be made through biweekly payroll deductions.

HSA Plan (88%/12%)	Township	Employee	Per Pay	Total Base Amount
Single Contribution	$ 456.03	$ 62.19	$28.70	$ 518.22
EE/Spouse	$ 905.78	$ 123.52	$57.01	$ 1,029.30
EE/Children	$ 743.86	$ 101.44	$46.82	$ 845.30
Family Contribution	$1,193.62	$ 162.77	$75.12	$ 1,356.39

PPO Plan (88%/12%)	Township	Employee	Per Pay	Total Base Amount
Single Contribution	$ 456.03	$ 201.04	$ 92.79	$ 657.07
EE/Spouse	$ 905.78	$ 460.07	$212.34	$1,365.85
EE/Children	$ 743.86	$ 541.90	$250.11	$1,285.76
Family Contribution	$1,193.62	$ 872.61	$402.74	$2,066.23

Section 26.6. Insurance Committee. The parties agree to continue to maintain an insurance committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and recommending benefit levels. The Union agrees to participate in the committee. The committee shall consist of two (2) representatives from each of the Township bargaining units, one (1) non-bargaining unit representative, and two (2) representatives of the Employer, one (1) of which will be a member of the Board of Trustees. The insurance committee shall have the ability to recommend changes, recommend alterations to benefit levels, and/or recommend adjustments to coverage levels through majority vote. Recommendations are non-binding in nature and pursuant to Section 1 of this article the Board shall have the final authority to adjust plan benefits levels, alter offering, and otherwise determine the method and provision of coverage should it deem such action necessary.

ARTICLE 27
WAGES

Section 27.1. Effective January 1, 2011, the attached salary schedule, marked Appendix A, shall take effect. The Detective Sergeant shall earn $15.00 per day additional pay for each day that he is subject to standby call-in status.

Section 27.2. Each newly promoted employee shall be assigned to the appropriate Sergeants' pay matrix.

Section 27.3. Direct deposit shall be made available to employees who desire to use this option.

Section 27.4. Where an involuntary deduction in pay occurs for any employee, the Employer shall provide written notice of the deduction to the employee prior to the deposit/issuance of the affected payroll, if possible.

ARTICLE 28
TRAINING AND EDUCATION

Section 28.1. The Employer agrees to make every reasonable effort to ensure effective is execution of educational programs mandated as a condition for continued certification.

Section 28.2. If accreditation, licensure or certification requirements for a classification require continuing education or training, or if said requirements change during the term of this Agreement, bargaining unit members affected shall meet all such requirements as soon as practicable.

Section 28.3. The Employer will provide the full cost of Employer required certification training provided the employee successfully completes such training.

Section 28.4. An employee required to travel over fifty (50) miles from Perrysburg Township to attend a training session, seminar or conference shall be reimbursed for the actual cost of meals not provided when required to work more than eight (8) hours. Reimbursement shall be made for meals, which shall be reasonably priced meals, during approved travel status upon presentation of receipts. For overnight travel, the amount of meal reimbursement shall not exceed $40 per day.

Section 28.5. If an employee is required by the Employer to use a privately-owned vehicle for travel to a prior approved training session, seminar or conference, the employee shall be reimbursed at the current IRS rate per mile. Such payment shall be considered total reimbursement for all vehicle related expenses. If two (2) or more employees travel together, only one (1) shall be entitled to receive the reimbursement. Expenses for parking, highway, bridge or tunnel tolls on prior approved travel are reimbursable upon presentation of a receipt for such expense.

Section 28.6. The Employer recognizes the need to have a well trained professional work force and will establish a mandatory and non-mandatory training list each year. All training sessions, schools and/or educational programs that are approved by the Employer (hereinafter Training Program) will be posted in the Police Department with adequate opportunity for all employees to indicate they wish to attend. The Employer, within thirty (30) days of the execution of this Agreement, will establish a written Application an employee must complete and turn in when requesting to attend a Training Program. Upon submission of the Application, the Employer shall, within 21 days after submission, approve or deny Application in writing and provide the employee a copy of the, Application, with a written indication of approval or denial. If the employee is denied permission to attend the Training Program, the Employer shall indicate in writing the reason why the request was denied. The denial of the employee's request is not

subject to the grievance procedure. Selection of employees to attend Training Programs will be made in a fair and equitable manner among those employees whose attendance at the Training Program would benefit the employer. However, the Employer is not required to allow more than one employee from the same shift to attend the same Training Program at the same time.

Section 28.7. An employee attending all training sessions, schools, and/or educational programs (hereinafter training program) shall receive his/her regular daily rate of pay for each day of attendance at a training program. Attendance at such training programs including scheduled work days and scheduled days off shall be considered as an eight (8) hour regularly scheduled work day. The employee may elect to have the attendance at the training program be considered as his/her eight (8) hour regularly scheduled work day. When participation in any training program places the employee in an overtime status, the employee shall have the option to take the overtime as pay or may be accrued as compensatory time (as stated in Article 11, Section 11.4 – Hours of Work and Overtime).

Section 28.8. Each full-time employee who has completed a minimum of three (3) years of continuous service with Perrysburg Township shall be entitled to a maximum reimbursement per calendar year of Seven Hundred Fifty Dollars ($750.00) toward the actual cost incurred by the employee for tuition and fees for the successful completion of job related course work scheduled outside his/her regular work schedule. Both the schools and course work must be pre-approved by the Chief of Police and the Township Administrator.

Section 28.9. An employee must attain a "B" grade, or equivalent thereof, in order to receive full reimbursement for approved coursework. An employee who receives a "C" grade or equivalent will receive one-half (½) reimbursement, up to the maximum provided for the approved coursework. Proof of successful completion must be provided prior to any reimbursement. All monies reimbursed to the employee by Perrysburg Township shall be repaid to the Township if the employee does not remain in employment with the Township for a minimum period of thirty-six (36) months following his/her receipt of the reimbursement.

ARTICLE 29
UNIFORMS AND EQUIPMENT

Section 29.1. The Employer will furnish upon employment and/or issue bargaining unit employees all necessary uniforms and equipment required by the Employer. Each full-time employee after completion of one (1) full year of employment shall be entitled to requisition up to $750.00 in uniforms and approved related equipment and uniform footwear per year. Specialized equipment needed by Employees who are assigned to specialized units or duty (such as SRT) will be provided by the Employer and those items shall not be charged against the employee's uniform allowance.

Any employee that completes one (1) full year of employment prior to January 1 will be entitled to requisition in an amount that equals the percentage of the year remaining as applied to the $750.00. For example, if an employee completes one (1) full year of employment in June, the employee is entitled to one half (½) year's requisition, or $375. Where equipment is requested

because of an employee's medical necessity, the Employer will provide the equipment without impacting the employee's annual uniform requisition funds.

The Employer will provide cleaning for all Employer owned uniforms by such supplier as the employee selects subject to the Chief's approval. Any applicable shipping and handling charges shall be deducted from an employee's uniform allowance. The Employer will cooperate with an employee so that the Employer's tax exemption applies whenever possible to an employee's uniform and equipment purchases.

Section 29.2. All uniforms and equipment furnished and/or issued by the Employer are the property of the Employer and shall, upon termination of employment with the Employer, be returned in the condition issued, allowing for reasonable wear and tear, prior to the issuance of final compensation to the employee. New employees will be provided a complete uniform and equipment set per the Authorized List (Schedule B.) Any issued item which is lost through negligence by an employee shall either be replaced or paid for at current market value by the employee. When uniform or equipment is changed by the Township, the Employer will provide the new uniform or equipment without impact to the employees' annual uniform requisition funds set forth in Section 29.1.

The Employer will not change the duty weapon without first collaborating with the OPBA regarding same. Employees agree to participate every three years in an audit/inventory process to identify equipment purchased by the Employer.

Section 29.3. The Employer will reimburse an employee for the actual cost of replacement of eyeglasses damaged in the course of employment up to $250.00, and the cost up to $75.00 to replace an employee's watch that is damaged in the performance of the employee's duties. The employee agrees to pay to the Employer any payment received for reimbursement of damaged personal equipment from a court ordered reimbursement for which the Employer has already reimbursed the employee.

Section 29.4. The Employer will provide each employee, as needed, the items listed on Schedule B, Regular Duty Uniform List authorized purchases.

ARTICLE 30
LONGEVITY

Section 30.1. Each permanent, full-time employee who has completed a minimum of three (3) years of continuous employment with the Employer shall receive an annual longevity payment as provided below.

Section 30.2. The amount of such annual longevity payment shall be equal to sixty dollars ($60.00) for each full year of continuous employment in excess of three (3) years. The first year will be pro-rated from the first day of employment to the first day of December at one-twelfth (1/12) of the annual longevity rate following the third anniversary of employment. After five (5) years of continuous employment, such annual longevity payment shall be equal to sixty dollars

($60.00) for each full year of continuous employment and seventy-five dollars ($75.00) for each fall year of continuous employment in excess of five (5) years.

The maximum amount of longevity payment for anyone (1) employee shall not exceed $1,425.00 in any year.

Section 30.3. If an employee has been on an extended unpaid leave of absence, such employee's longevity pay will be calculated based on the employee's actual hours worked.

Section 30.4. When an employee terminates their employment, such employee will not receive longevity pay. Should an employee retire before the first day of December, longevity pay would be pro-rated and paid at the time of retirement.

ARTICLE 31
FITNESS FOR DUTY

Section 31.1. The Employer may, at the sole discretion of the Employer, require that an employee be examined by a licensed medical practitioner selected by and at the expense of the Employer.

Section 31.2. In the event that the examination indicates that the employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed upon sick leave, FMLA, disability leave or disability separation.

ARTICLE 32
BULLETIN BOARDS

Section 32.1. The Employer agrees to provide a space for a bulletin board in an agreed upon area for use by the OPBA. It is understood that no material may be posted at any time which contain the following:

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

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

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

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

No OPBA related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the OPBA. Violation of any provisions of these provisions shall be cause for revocation of bulletin board posting privileges by the Employer.

ARTICLE 33
NONDISCRIMINATION

Section 33.1. Neither the Employer nor the OPBA shall discriminate against an employee on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, lawful fraternal and/or union affiliation, handicap, genetic history, or military status.

Section 33.2. Except as specifically provided elsewhere in this Agreement, all references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 34
SPECIAL ASSIGNMENTS

Section 34.1. Upon employment as a Peace Officer, an employee will be required to wait twelve (12) months before being eligible to work on special assignments. However, once an employee has been certified as a peace Officer for six (6) months, the employer may, in its sole and unreviewable discretion, determine that the employee is eligible for one or more special assignments (e.g., SRT, K-9, etc.).

ARTICLE 35
LEAVE REQUESTS/TRADE DAYS

Section 35.1. Any leave request must be approved or denied within fourteen (14) days of the request being submitted to the Employer. The returned leave request shall indicate approval or denial. If the employee is denied the request for leave, the Employer shall indicate in writing the reason why the request was denied. Any leave request shall not be unreasonably denied. Request for vacation days, personal days and compensatory days off shall be given equal consideration when requested by an employee. The exception being the contractual requirement that if compensatory time off would create additional overtime the compensatory overtime may be denied. The Employer will continue the practice of covering vacation and personal days off with overtime as governed by Section 11.6 of this Agreement.

Section 35.2. Shift Trades. When the sole purpose of the trade is to take time off, shift trading by employees will not be allowed unless approved by the Chief or Lieutenant. If a switch is allowed, all employees will adhere to their "switch agreement unless an emergency arises.

ARTICLE 36
FATAL FORCE

Section 36.1. Any time an employee has to administer such force as to fall into the category of fatal force, or is wounded/injured in the line of duty, the following provisions shall apply:

The employee shall be required to attend Counseling sessions and receive the necessary time off to relieve stress which has resulted from the use of fatal force of the infliction of injury. The duration of time shall meet with the approval of the Chief of Police after consultation with counselors, psychologists, or other mental health professionals. The employee shall continue to receive the normal rate of pay for counseling sessions and during any investigation conducted by or on behalf of the Employer. Other time off needed related to a fatal force incident or being injured in the line of duty may be taken off and the employee may use sick, vacation or compensatory time.

"Wounded/injured in the line of duty" means where an employee is seriously injured by another person as the result of performing his or her duties and shall not include, for purposes of this Section, injuries sustained as a result of negligence on behalf of the employee.

ARTICLE 37
EMPLOYEE LIABILITY

Section 37.1. Consistent with the Ohio Revised Code, Chapter 2744.07, the Employer shall provide for the defense of an employee in any civil action brought against the employee by reason of employment with Perrysburg Township. The employee shall be represented to the extent that such employee was acting in good faith and within the scope of employment or official responsibility. Should the Employer decline to represent the employee pursuant to this paragraph, the employee shall have available the remedy guaranteed at O.R.C. 2744.07 (C). Representation and defense by the Employer shall be limited to the extent that it shall not indemnify said employee for punitive or exemplary damages, but only those compensatory damages where the employee was acting in good faith and within the scope of employment.

ARTICLE 38
DURATION/AMENDMENT

Section 38.1. This Agreement shall be effective from January 1, 2011, and shall remain in full force until midnight December 31, 2013.

Section 38.2. If either party desires to modify or amend this Agreement, written notice of such intent shall be given. Such written notice shall not be presented earlier than ninety (90) calendar days nor later than sixty (60) calendar days prior to the expiration date of this Agreement.

Section 38.3. Such notice shall be by timely written letter. Negotiations should commence within two (2) weeks of receipt of the notice.

Section 38.4. The parties acknowledge that the entire understandings and agreements reached by the parties during negotiations after the exercise of such right and opportunity are set for in this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands as of the _____ day of _____, 2011.

FOR PERRYSBURG TOWNSHIP:

Gary Britten, Trustee

Robert Mack, Trustee

Craig LaHote, Trustee

John Hrosko, Administrator

Frederick J. Lord, Management Consultant

FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Justin Burnard, OPBA Attorney

APPENDIX A

SERGEANTS PAY MATRIX

January 2011 (1.5% Increase)	January 2012 (1.5% Increase)	January 2013 (2% Increase)
$32.25	$32.73	$33.38

DETECTIVE SERGEANTS PAY MATRIX

January 2011 (1.5% Increase)	January 2012 (1.5% Increase)	January 2013 (2% Increase)
$32.28	$32.76	$33.42

SCHEDULE B
REGULAR DUTY UNIFORM AND EQUIPMENT LIST

SHIRTS-SUMMER AND WINTER

PANTS-SUMMER AND WINTER

TURTLENECKS

CURRENT UNIFORM APPROVED HATS, INCLUDING STOCKING CAPS & HAT COVER

UTILITY-BLUE JUMP SUIT

CUT-PROOF GLOVES AND WINTER GLOVES

SWEATER-BLUE CREW NECK

TICKET BOOKS

MINI FLASHLIGHT

NYLON-SYNTHETIC or LEATHER DUTY BELT, HOLSTER, KEEPERS, CUFF CASE, MAGAZINE POUCH, KEY HOLDER, BATON RING, RADIO HOLDER, ASP HOLDER, MACE HOLDER AND FLASHLIGHT HOLDER

WINTER COAT or LEATHER DUTY JACKET

WOOL MASK AND MUFF (as selected by Chief)

SPRING/FALL COAT

RAIN JACKET

UTILITY BAG

TIE

COLLAR BRASS AND NAME PLATES

CUTTING TOOL/KNIFE (as selected by Chief)

TACTICAL LIGHTS (as selected by Chief)

EAR BUDS (as selected by Chief)

CELLULAR TELEPHONE CASE (IF NEEDED FOR DEPARTMENT ISSUED PHONE)

Bullet-Proof Vest. The Employer shall, at the same five year intervals as before, pay 100% for a replacement "level 2" bulletproof vest, and the employee shall be allowed a choice of vests from at least two different, but qualified, manufacturers selected by the Employer.

MARINE PATROL AND BICYCLE PATROL-SHORTS AND SHIRTS ONLY IF THE OFFICER IS ACTIVE IN THAT UNIT

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

GRIEVANCE REPORT FORM

Aggrieved Employee's Name:_____

Aggrieved Employee's Classification:_____

Aggrieved Employee's Unit Number:_____

Aggrieved Employee's Supervisor at Time of Incident:_____

Article and Section Number of Contract Violation:_____

Date, Time, and Place Grievance Occurred:_____

Aggrieved Employee's Statement of Grievance:_____

_____

Desired Remedy Requested:_____

_____

Aggrieved Employee's Signature:_____

Date and Time:_____

Date Grievance Filed in Writing:_____

Names of All Persons Having Knowledge of the Incident:_____

_____

STEP ONE

Aggrieved Employee's Immediate Supervisor:_____

Date, Time, and Place of Meeting with Immediate Supervisor:_____

_____

OPBA Representative Present: Yes_____ No_____

Classification and Name of Representative:_____

Response to Step One:_____

_____

_____

_____

Aggrieved Employee's Signature:_____

Date and Time:_____

Grievance Resolved:_____ Rejected:_____

Immediate Supervisor shall reply with written explanation in five (5) days after meeting with aggrieved employee.

STEP TWO

Date and Time Grievance Filed in Writing with Chief of Police or His Designee:_____

_____

Chief or Designee Name and Rank:_____

Date of Meeting with Chief of Designee:_____

Aggrieved Employee's Name, Classification, and Unit Number:_____

_____

OPBA Representative Present: Yes_____ No_____

Classification and Name of Representative:_____

Response to Step Two:_____

_____

_____

_____

Aggrieved Employee's Signature:_____

Date and Time:_____

OPBA Representative's Signature:_____

Date and Time:_____

Grievance Resolved:_____ Rejected:_____

Chief of Police or designee has five (5) days within receipt of written grievance or within five (5) days of meeting with aggrieved employee and OPBA representative, whichever is the latter, to respond to grievance in writing.

STEP THREE

Date and Time Grievance Filed in Writing with Perrysburg Township Board of Trustees:_____

_____

Board of Trustees or their designee will conduct a conference within ten (10) days of receipt of appealed grievance, with aggrieved employee and employees' OPBA representative, if the employee desires a representative present.

Date and Time of Meeting with Board of Trustees or Designee:_____

_____

Names of Trustees or Designee Present at Meeting:_____

_____

_____

Response to Step Three:_____

_____

_____

_____

Aggrieved Employee's Signature:_____

Date and Time:_____

Grievance Resolved:_____ Rejected:_____

STEP FOUR

Date and Time Request of Aggrieved Employee's Grievance Submitted to Arbitration:_____

_____

OPBA Intention to Arbitrate: Yes_____ No_____

Signature of OPBA Representative:_____