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11-MED-07-0968/0969
0417-01/0417-02
K28316

AGREEMENT BETWEEN

THE ST. CLAIR TOWNSHIP BOARD OF TRUSTEES

AND

THE PATROL OFFICERS & SERGEANTS OF ST. CLAIR TOWNSHIP

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

SERB CASE NOs. # 2011-MED-07-0968
and 2010-MED-07-0969

EFFECTIVE OCTOBER 1, 2011,
THROUGH SEPTEMBER 30, 2014

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ARTICLE 1
AGREEMENT

Section 1. This Agreement is made for the purpose of promoting cooperation and harmonious labor relations among the Employer, known as the St. Clair Township Board of Trustees, the employees of the bargaining unit, known as the Patrol Officers and Sergeants of St. Clair Township, and the Fraternal Order of Police, Ohio Labor Council Inc., for the public interest, establishment of equitable and responsible procedure for the resolution of differences and to protect the public interest by assuring the orderly operations of the Township Police Department.

Section 2. This agreement is subject to all applicable laws or regulations of the State of Ohio, should any part of this agreement be invalid by operation of law existing or promulgated in the future, or be declared invalid by any tribunal of competent jurisdiction, such shall not invalidate the remaining portions and they shall remain in full force and effect. In such event, and upon written request by either party, the parties to this Agreement shall meet at a mutually agreed time in an attempt to modify the invalid provision of this agreement by good faith negotiations.

Section 3. The Township and Bargaining Unit agree that no member hereunder shall be asked to make any agreement which conflicts with this contract.

Section 4. No oral statements shall supersede any provisions of this agreement.

Section 5. This agreement is a final and complete agreement of all negotiated items that are in effect throughout the term of this agreement.

Section 6. Rights granted by the Ohio Revised Code specific to St. Clair Township will continue in effect under conditions upon which they had previously been granted throughout the life of this agreement.

ARTICLE 2
WORK RULES AND DIRECTIVES

Section 1. Rules and Regulations. The Township agrees that work rules shall be reduced to writing and provided to all members in advance of their enforcement. Any charge by a member that a work rule or directive is in violation of this agreement, or has not been applied or interpreted uniformly to all other employees, shall be proper subject for a grievance. The Township shall post copies of any revision or new work rules or directives in advance of their intended effective dates.

Section 2. A member may request that an order be placed in writing as soon as possible and practicable. The supervisor shall not unreasonably deny this request.

Section 3. Arrests. Discretionary powers of members shall not be abridged by management or supervisory personnel.

Section 4. Documents. Members shall not be required or ordered to sign any document related to administrative matters except to acknowledge receipt of that document. Members shall be given a copy of any administrative document they sign.

ARTICLE 3
MANAGEMENT RIGHTS

Except to the extent otherwise limited or modified by the contract, the Township retains the right and responsibility to operate and manage its affairs in each and every respect. These rights and responsibilities include, but are not limited to:

A. To determine its overall budget, utilization of technology and organizational structure.

B. To exercise control and discretion over the organization and efficiency of operations of the Police Department.

C. To direct the officers of the department, including the right to schedule and assign work.

D. To hire, promote, train and re-train, examine, and assign officers of the department.

E. To suspend, demote, discharge, or take other disciplinary action against officers for just cause or layoff, transfer, or retain employees.

F. To increase, reduce, or change, modify, or alter the composition and size of the work force.

G. To change or eliminate existing methods of operations, equipment, or facilities.

H. To create, modify, or delete department rules and regulations.

I. To take actions as may be necessary to carry out the mission of the Police Department.

ARTICLE 4
UNION SECURITY

Section 1. The Township agrees to deduct Union membership dues in accordance with this article for all employees eligible for membership in the Bargaining Unit upon the employee's submission to the Township of a voluntary, written dues authorization form as provided herein.

Section 2. The Township shall deduct such Union membership dues once each month from the pay of an eligible employee in the Bargaining Unit upon receiving such written dues authorization. The signed payroll deduction form (See Appendix) must be presented to the Township by the employee. Upon receipt of the proper authorization, the Township will deduct Union 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 Township.

Section 3. The parties agree that the Township assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Township harmless from any claims, action, or proceedings by any employee arising from the deduction made by the Township pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4. The Township shall be relieved from making such individual "check-off" deductions upon the employee's: (1) termination of employment; (2) transfer to a job other than one covered by this Bargaining Unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this agreement; or (6) resignation by the employee from the Union.

Section 5. The Township shall not be obligated to make dues deductions from any employee who, during the months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 6. The parties agree that neither the employee nor the Union shall have claim against the Township for errors in the processing of deductions, unless a claim of error is made to the Township in writing within (60) days after the date such an error was claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made.

Section 7. The rate at which dues are to be deducted shall be certified to the Township within thirty (30) days of the ratification of this agreement by the Director of the Union and during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

Section 8. Any dues, fees, or assessments collected by the Township as part of this Agreement shall be transmitted once each month to the Fraternal Order of Police, Ohio Labor Council, Inc., at 222 East Town Street, Columbus, Ohio 43215-4611.

ARTICLE 5
FAIR SHARE FEE

Any present employee of the Township who is a member of the Union on the effective date of this Agreement, or any employee who is employed during the life of this Agreement and who thereafter resigns from the Union, or any present employee, or any new employee who elects not to become a member of the Union shall pay to the Union a Fair Share Fee.

This provision shall not require any employee to become or remain a member of the Union, nor shall the Fair Share Fee exceed the dues paid by members of the Union in this Bargaining Unit.

ARTICLE 6
NO LOCKOUT/NO STRIKE

Section 1. During the term of this agreement, the Township shall not cause, permit, or engage in any lockout of Bargaining Unit members.

Section 2. During the term of this agreement, the Union, its representatives and employees, shall not authorize, cause, engage, or sanction, support, or assist in any action defined as a strike which effects the Township or its operations.

ARTICLE 7
UNION RECOGNITION

Section 1. The Township recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment for the employees of the Township in the Bargaining Unit.

Section 2. The classifications of Patrol Officer and Sergeant are in the designated bargaining unit.

Section 3. All current positions and classifications not specifically established as being included in the Bargaining Unit shall be deemed excluded.

ARTICLE 8
NON-DISCRIMINATION

Section 1. The parties hereto agree that neither the Township Board of Trustees nor the FOP Ohio Labor Council, Inc. shall discriminate against an employee because of his membership or non-membership in the Lodge, FOP Ohio Labor Council, Inc. or his participation in activities herein prescribed.

Section 2. Cooperation. The Township Board of Trustees, the Lodge, the FOP Ohio Labor Council, Inc. and members will cooperate fully to comply with all applicable laws, charters, and constitutional provisions forbidding discrimination on account of race, color, creed, religion, sex, age, military status, or political affiliation.

ARTICLE 9
CLASS SPECIFICATIONS

Section 1. Whenever a new classification is established within the department, management shall furnish the Bargaining Unit with a copy. This notification shall be fourteen (14) calendar days prior to the effective date.

Section 2. Whenever such new classifications are established, all full-time members who are eligible and qualified shall have the opportunity to make application for the position.

Section 3. The rate of pay for such new classification shall be the same as practical to existing classifications with a similar work requirement.

Section 4. Management shall provide proper and adequate orientation and required training to members when assigned new, different or additional duties or job assignments.

ARTICLE 10
DEATH OF MEMBER

Section 1. In the event of the death of a Bargaining Unit member, the surviving spouse, child, parent or appropriate family member shall be presented with the badge worn by the deceased member, and any other uniform accessories as requested and approved.

Section 2. Payment of all personal earnings and any accrued benefits due to the deceased member of the Bargaining Unit shall be made in accordance with the Ohio Revised Code Section 2113.04.

Section 3. The department shall pay the cost of an American flag to be used at the member's funeral service. Such shall be presented to surviving family members of a member who is killed in the lawful performance of his duty.

Section 4. The Township shall cause to be displayed and pay the cost of a suitable plaque containing the deceased member's badge name, service dates, date of death and other data in the department's office for a member who is killed in the lawful performance of duty.

Section 5. Upon the death of a member, the Township administration shall be represented and provide transportation in a department vehicle from within the Township to the O.P.O.T.A. memorial services for the family the following year.

ARTICLE 11
LAYOFFS AND SENIORITY

Section 1. Definition. Seniority shall be defined as the total length of continuous service in a permanent full-time position. A termination of employment for any reasons lasting less than thirty-one (31) days shall not constitute a break in continuous service. Continuous service also will not be interrupted if the employee was on approved leave of absence, or if the employee is re-employed within two (2) years from the date of layoff.

Section 2. Termination of Seniority. Seniority shall terminate when the employee:

1. Quits or resigns
2. Retires
3. Is discharged

Section 3. In the event of a layoff of a full-time Bargaining Unit member, management shall not fill that position with a part-time employee unless the member who is laid off is otherwise unavailable or refuses the assignment.

Section 4. The Township shall maintain a recall list of members who have been laid off. Such list shall be in effect for a two (2) year period from the member's date of layoff.

REDUCTION IN FORCE

In the event of a layoff or reduction in force, reverse seniority shall be used in each classification.

ARTICLE 12
LEGAL DEFENSE

Section 1. A member whom a civil suit is filed against, shall be entitled to, if he so requests in writing, legal representation from the Township, provided that the cause of action arose in the scope of the member's service as a law enforcement officer. Such notice shall be to the chairman of the Board of Trustees and shall not be denied.

ARTICLE 13
PROFESSIONAL LIABILITY INSURANCE

Section 1. The Township shall indemnify each full-time Bargaining Unit member for professional liability within the limits of the Township policy while operating within the scope of their employment. This indemnification shall protect the member from liability which may arise in performance of his duties.

ARTICLE 14
PATROL COVERAGE

Section 1. Supervisory personnel shall make reasonable attempts to fill all open shifts, except in the case of emergencies or circumstances beyond control.

Section 2. Whenever a vacancy or open shift occurs due to an unforeseen injury or illness, the full time officer(s), by seniority, who are currently on duty shall be given the first opportunity to fill that shift.

Section 3. With exception of above, such unscheduled overtime opportunities shall be made available to full-time members on seniority basis first, then part-time officers. (Example: Sergeant to replace Sergeant, then an officer, followed by a part-timer; Officer to replace officer, then a Sergeant followed by a part-timer).

ARTICLE 15
COMPENSATORY TIME

Section 1. Any employee may elect to receive compensatory time for the overtime worked. Said time may be accumulated but shall not exceed five (5) days (forty [40] hours). Any overtime worked in excess of the accumulated hours must be compensated with pay at the member's overtime rate.

Section 2. Upon separation all unused or accumulated compensatory time shall be paid to the employee at his current rate of pay.

Section 3. The accumulated hours, up to the maximum of forty (40) hours, shall carry over from year to year.

Section 4. Compensatory time shall be accrued at one and one-half (1 1/2) times the member's base rate of pay as is used in overtime computations.

Section 5. Compensatory time may be requested by the member for any time that would normally be credited as overtime cash payments, to include but not be limited to, any work hours over forty (40) hours in a regularly scheduled work week.

ARTICLE 16
EXTRA DUTY ASSIGNMENTS

Section 1. The Bargaining Unit and the Township recognize that special jobs or assignments for the benefit of companies, organizations, or other outside persons who utilize the Employer's employees are outside the member's normal work schedule. Payments for such jobs are to be made directly to the Bargaining Unit member unless the assignment is contracted through the Township Board of Trustees, in which case it shall be paid at the employee's overtime rate.

Section 2. Assignment therein is maintained for the safety and good order of the Township. All such jobs shall be scheduled by the Chief of Police or by his designee. Such designee shall keep a record of all assignments and members worked.

Section 3. If full-time bargaining unit members do not fill the extra duty, it may be filled with the department's part-time officers first, then outside agencies.

Extra duty assignments will be posted for a period of seven (7) days prior to the start of said assignment; however, should a request be received less than seven (7) days but more than three (3) days, the detail will immediately be posted for sign up. Should a request be made for assignment less than three (3) days, then the Chief of Police or his designee shall make a reasonable attempt to contact each bargaining unit member by seniority in an attempt to fill the assignment.

It shall be the bargaining unit member's responsibility to check the bulletin board for posted extra duty assignments. The bargaining unit member must be present and sign his/her own name or unit number to said assignment. Bargaining unit members shall not sign up for extra duty assignments that they are unable or have no intention of working.

A bargaining unit member who signs up for extra duty assignment shall be responsible for its coverage. In the event that a bargaining unit member who signed up for extra duty assignment is unable to work the detail, it shall be the responsibility of that bargaining unit member to get the detail covered by a full time bargaining unit member by seniority.

Extra duty assignments shall be picked within twenty-four (24) hours after the posting, by seniority, one (1) pick, on a rotating basis.

Section 4. The Township shall permit the members to wear their approved duty uniform and to utilize such equipment as approved by the Chief of Police.

Section 5. The Chief of Police shall have the authority to approve or deny request made by companies, organizations, or outside persons to utilize the members of the Department.

ARTICLE 17
EXTERNAL INVESTIGATIONS

Section1. Procedures. When any agency outside the Township of St. Clair initiates an investigation of a member and the department orders the member to participate in such investigation, the member shall have all rights which would otherwise apply to an investigation conducted by the department. Should such an order be issued, the member shall be entitled to representation and provided reasonable opportunity to meet with said representative prior to complying with the order.

ARTICLE 18
HEALTH AND SAFETY

Section 1. Equipment. Whenever safety devices or personal protection equipment are provided by the Township and the Township has paid more than fifty percent (50%) of the cost of the equipment, members shall be required to use and care for such. These safety devices and/or personal protection equipment include, but are not limited to, body armor (vests), duty weapon, mace and asp.

Section 2. Unsafe conditions. All members shall report promptly unsafe conditions to their supervisor. If the supervisor does not abate the condition, the matter shall be reported to the next higher rank or supervisor through the proper chain of command. In any such event, members shall not be disciplined for reporting such matters.

Section 3. Duty to Report. Any member who knows of a defect in equipment which anyone in the exercise of ordinary care would reasonably know may cause injury has the duty to inform their supervisor. A member who knows of the conduct, work habits, or performance of another member, supervisor, or other person(s) which causes danger during employment, or will likely lead to the injury of others, shall be obligated to inform their supervisor or appropriate administrator.

Section 4. Unsafe Equipment. The Employer shall not instruct members to operate any equipment which anyone in the exercise of ordinary care would reasonably know might cause injury to the member or anyone else. Members shall not be subject to disciplinary action by reason of their failure or refusal to operate or handle any such unsafe piece of equipment. In the event that a disagreement arises between the member and his supervisor concerning the question of whether or not a particular piece of equipment is unsafe, following an inspection by a supervisor, his opinion shall prevail.

Section 5. Disputes. Any disagreement concerning sections contained here in this article shall be subject to the grievance procedure contained in this agreement.

Section 6. Meetings. Either the Township or the Bargaining Unit Chairman by written notice may request a meeting with officials to discuss health and safety matters relating to the operation of the department. The purpose of such is to disseminate information, complaints, and proposed methods to increase the safety of the members. Final disposition of such shall be made in writing and posted on the appropriate bulletin boards.

Section 7. Consecutive Hours Worked. Members shall be permitted to work eighteen (18) hours consecutively and must have eight (8) hours rest before returning to duty.

ARTICLE 19
FILLING OF VACANCIES AND PROMOTIONS

Section 1. Whenever the Board of Trustees determines that a vacancy exists in a classification that management desires to fill, whether the vacancy occurred through promotion, retirement, resignation or any other approved leave, or the creation of new positions or reorganization, said vacancy shall be filled as soon as is practical after the determination to fill the vacancy has been made.

Section 2. All promotions or replacements in the bargaining units shall be made available to qualified full-time members of the unit. Vacancies shall be posted for seven (7) calendar days after their occurrence. All non-probationary patrolmen will first take a promotional examination (the cost of the test will be incurred by the Township); the top three (3) scorers will be considered to fill the promotional vacancy. Promotional tests will be allocated between written, oral, and seniority components as follows:

Written	100 points or 45% of the total grade
Oral	25 points or 45%of the total grade
Seniority	up to 10 points or 10% of the total grade

All promotional tests will be administered by an independent professional testing service.

Section 3. Any member who is temporarily assigned to duties of a position with a higher pay range than his own shall receive an adjustment of his base rate of pay to the base rate of pay of the higher level position for the duration of the vacancy.

Section 4. A vacancy may be determined to exist by the Board of Trustees in any position or classification. In the case that the vacancy is in the position of the Chief of Police, Detective Sergeant or the Sergeant, the Board of Trustees, based on the recommendation of the Chief of Police, shall appoint an acting Chief, Detective Sergeant, or acting Sergeant for the duration of the effected period as outlined in the above sections. The acting member's base rate of pay shall be adjusted according to the provisions of this article.

ARTICLE 20
LEAVES

Section 1. Personal Days. Each member is entitled to three (3) personal days per calendar year. Requests are subject to approval of the Chief of Police. Personal days may be requested for any reason by the member. Requests must be made twenty-four (24) hours in advance of the date requested. Personal days may not be used to extend vacation days. The third day, if used, is to be deducted from the sick leave balance.

Section 2. Sick Leave.

A. Full- time members may use sick leave for absence due to personal illness, injury, exposure to contagious disease and for injury or illness in the employee's immediate family requiring his presence. It shall be deducted from the member's accrued time on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work hours.

B. For each eighty (80) hours of active pay status, a member shall earn 4.6 hours of sick leave, not to exceed fifteen (15) days per year. For purposes of this section, active pay status shall be defined as all regularly scheduled work and any hours of regularly scheduled work from which the member is absent due to authorized leave.

C. Unused sick leave shall accumulate to one hundred twenty (120) days (nine hundred sixty [960] hours). In December of each year, bargaining unit members shall be paid for each day in excess of the one hundred twenty (120) days (nine hundred sixty [960] hours) maximum, at their regular rate of pay.

D. Upon retirement the member shall be paid for twenty-five (25) percent of all unused hours at his current base rate of pay with the amount not to exceed thirty (30) days or two hundred-forty (240) hours.

E. Pay shall be the same basic hourly rate as when working.

F. Immediate family shall include mother, father, spouse, child, brother, sister, grandparent, father-in-law, mother-in-law, sister-in-law, or brother-in-law.

G. Doctor slips shall be required by the Employer after three (3) consecutive days of absence.

H. Notification. A member who is unable to report for work and who is not on an approved leave shall give reasonable notice to the Chief or other supervisor. The notification shall be at least four (4) hours before the start of the affected shift, unless emergency conditions prevent such notification. The request for such leave shall not be unreasonably denied.

I. Death of a member. In the event of the death of a member, the member's estate or family shall be compensated as outlined in item D of this section.

Section 3. Bereavement Leave. Each member shall be entitled to twenty-four (24) hours of bereavement leave at their current rate of pay for the death of a member in the immediate family. Immediate family is defined as: mother, father, spouse, child, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law. Requests for bereavement leave shall be made on Appendix "A," Application for Bereavement Leave.

Section 4. Unpaid Leaves.

A. Leaves without pay for defined reasons may be granted upon request and the approval of the Chief of Police and the board of trustees for a period not to exceed ninety (90) working days or seven hundred and twenty hours (720) hours. Members absent due to an illness may be granted such leave after all accrued sick leave has expired. Such leave may be extended or reviewed beyond ninety (90) days with the approval of the Chief of Police and the Board of Trustees. Employees on an unpaid leave shall have their benefits suspended and their seniority frozen until such time as they return. Upon return to service the member shall be reinstated in his former position or one of equal grade and pay and begin accruing his seniority and benefit levels again.

Section 5. Disability Leave.

A. Any member who is disabled while employed by the Township may use all available sick leave from the date of the disability until granted a disability pension from the Public Employees Retirement System (P.E.R.S.).

B. Any member who has exhausted all sick leave time while on disability leave and who is returning to work may be granted forty (40) hours of advance sick leave time. This advance time shall be repaid by deducting accrued time per month as payment. Should the member's employment with the Township terminate prior to the advanced leave being repaid, said leave (if used) shall be due and payable to the Township at the member's current base rate of pay.

Section 6. Injury Leave.

A. All members shall be granted paid injury leave at the current percentage rate in use by the Ohio Bureau of Workers' Compensation at the time of the initial injury as calculated using the member's hourly rate of pay as dictated by the law of the Ohio Bureau of Workers' Compensation with such pay not to exceed three (3) calendar months for each service-connected injury provided such incident is reported in writing to the Chief of Police by the member, a supervisor, or the Bargaining Unit chairman not more than twenty-four (24) hours after the incident and it is not challenged by the Township. The Township shall be reimbursed immediately upon commencement of payment to the member by the Ohio Bureau of Workers' Compensation.

B. Service-connected injuries are defined as injuries caused by the actual performance of the duties of the member. Injury leave shall be granted for all service connected injuries. Injuries occurring off duty shall be presumed to be non-service connected unless the member can clearly demonstrate that he was engaged in the actual performance of the duties of a police officer.

C. Any time off for the purpose of medical examinations arising under this section, including examinations by the Bureau of Workers' Compensation and for treatments resulting from an on-the-job injury, shall be charged to injury leave.

D. Should there be a reoccurrence of a previous service-connected injury, the member may be granted injury leave with pay not to exceed the balance of three (3) calendar months, provided such has been reported in compliance with this section.

Section 7. Jury Duty. Any member serving on a jury in any court of record shall be paid the member's regular salary for each of his workdays during the period of time served. Any jury duty fees paid the member shall be forwarded to the Township Clerk.

Section 8. Court Leave. Time off with pay shall be granted to all members who are required to attend any court of record as a witness for the Township in any civil matter. Any witness fees paid the member shall be forwarded to the Township Clerk.

Section 9. During all approved paid leaves, and any approved BWC leaves, the member's benefits and seniority may continue without interruption. Upon return to duty he shall be reinstated to his former position and rate of pay.

Employees on an approved BWC leave shall receive the prorated share of uniform allowance for that payment period.

ARTICLE 21
VACATIONS - TIME OFF REQUESTS

Section 1. All members of the Bargaining Unit shall be entitled to paid vacations under terms herein.

Section 2. For purposes of this section, a vacation year is defined as January 1 through December 31. Management will post a vacation selection sheet by December 31 of each year. All Bargaining Unit members shall select their vacation by seniority preference; each member will be given five (5) calendar days to make his selection. Selection shall be made by the last day of January. All other vacation leave not scheduled shall be subject to a first come, first serve basis. Every effort shall be made to schedule all requested days consistent with department manpower needs.

Section 3. Regular full-time employees must have completed at least one (1) year of service since the last date of hire before they become eligible for any vacation.

Section 4. When a holiday occurs during the vacation period of an employee, the employee will be accredited with an additional day off.

Section 5. Vacation pay shall be based on the employee's base rate of pay.

Section 6. Once vacation schedules have been declared and five (5) days have elapsed since the acceptance by management, that request shall be guaranteed and shall not be changed, unless by mutual agreement of all parties; emergency situations are exempt. If due to an emergency vacation is denied an employee, such days may be rescheduled upon mutual agreement. Vacation shall be taken in increments of not less than three (3) days unless otherwise approved by the Chief of Police.

Section 7. Non-scheduled requests for compensatory time or personal days for a period of time other than that covered in section 2 of this article must be requested no less than twenty-four (24) hours in advance of taking such leave and are subject to approval of the Chief of Police. No request for such time may be unreasonably denied without just cause.

Section 8. When requests for time off are in conflict for time other than prescribed vacation as in section two of this article requests shall be awarded on a first come, first serve basis.

Section 9. Employees are permitted to carry a maximum of one (1) week (forty [40] hours) of unused vacation time from year to year. Employees with twenty-three (23) years of service and above shall be permitted to carry a maximum of two (2) weeks (eighty [80] hours) of unused accumulated vacation time from year to year.

Section 10. Employees may select to receive pay in lieu of vacation time for up to a one (1) week, (forty (40) hours). Requests shall be forwarded to the Board of Trustees through the Chief of Police, not less than thirty (30) calendar days prior to the expected date of payment.

Section 11. All unused vacation time shall be paid the employee at his current base rate of pay upon separation.

Section 12. Vacation time shall be accrued at the following schedule for each eighty (80) hours worked by the employee.

1 - 5 years service	10 days (80) hours
6 - 12 years service	15 days (120) hours
13 - 18 years service	20 days (160) hours
19 - 22 years service	25 days (200) hours
23 and over years service	30 days (240) hours

ARTICLE 22
INTERNAL INVESTIGATIONS

Section 1. Purpose. The parties recognize that the Township has the right to expect that a professional standard of conduct be adhered to by all St. Clair Township Police personnel, regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of misconduct by Bargaining Unit members, the Township reserves the right to conduct such investigations to uncover the facts in each case while protecting the rights and the dignity of the accused personnel. In the course of any internal investigation, all investigative methods employed will be consistent with the law.

Section 2. Scope. This article is designed to address the procedures used for internal investigations of Bargaining Unit members. The term "Investigator" refers to the individual conducting such reviews or interviews. The term "Unit Representative" refers to the Bargaining Unit chairman, grievance chairman, F.O.P./O.L.C. Representative, designated attorney or other representative. The term "member" refers to the affected Bargaining Unit member.

Section 3. Complaints. When an anonymous complaint is made against a member, and no corroborative evidence is offered, the complaint shall be classified as unfounded and the accused member shall not be required to submit a written report. Also, when any citizen complaint is filed greater than twenty-one (21) calendar days after the date of the alleged event complained of, and where the complaint, if true, could not lead to a criminal charge, such complaint shall be classified as unfounded and the accused member shall not be required to submit a written report; however, the member shall be notified of such complaint.

Unfounded complaints shall not appear in the member's personnel file. All complaints against members shall not be investigated unless accompanied by a detailed and signed affirmed statement of the alleged facts.

Section 4. Filing Complaints. Only the Chief of Police or Sergeant shall receive formal written complaints against Bargaining Unit members. No one shall solicit any person(s) to file a complaint against any Bargaining Unit members.

Section 5. Notification. A member under investigation shall be notified in written form within five (5) calendar days that they are under investigation. The notice shall contain the complaint form, the alleged misconduct or violation, and facts known at the time. The notice shall be issued by the Chief of Police. It shall also contain a statement as to whether or not it is reasonably believed that either departmental or criminal charges may result from the complaint. The Chief shall project a reasonable time table for completion of the investigation.

Section 6. Time Table. The investigation shall commence within five (5) calendar days of receiving the signed and completed complaint form. Not more than thirty (30) days from the date of receiving the complaint, the Chief shall issue to the member and the unit chairman a status report of the investigation. It shall contain the estimated time required to complete the investigation. At the conclusion of the investigation the member and unit chairman shall be informed in writing of the outcome of the investigation. No disciplinary charges may be brought against an officer unless filed within ninety (90) days of commencement of an investigation.

Section 7. Representation.

A. When a member is notified that he is under investigation in an internal investigation, the member shall be provided an opportunity to contact a unit representative. If requested by the member, the unit representative shall be allowed to accompany the member during all interviews.

B. The member's representative shall have the right to consult with the member and/or the investigator for a reasonable period of time prior to the interview.

Section 8. Disclosure.

A. When a member is to be interviewed as a witness in an investigation of any other member, the member to be interviewed shall be advised of the circumstances giving rise to the interview. If during this interview the investigator has reason to believe that the member being interviewed has become a focus of another investigation for which it would be reasonable for the investigator to believe that either departmental or criminal charges may result, the investigator shall immediately notify the member of such and inform the member of his rights under this article.

B. When the member to be interviewed has been notified that he is the focus of an investigation, he shall be notified in advance of any questioning or interview, of the time, place and allegations or basic facts of the incident. Notice shall contain: any grant of informal immunity; any grant of formal immunity; or of a notice of no immunity. The agency may not rescind its decision to grant immunity to an officer once it has been given. The member being investigated shall be given a copy of any citizen complaint or a written summary of the allegations or basic facts of the incident in any non-citizen complaint prior to the questioning.

Section 9. Questioning. A member will only be asked questions which relate to the basic facts of the incident, unless during questioning, other information is developed which could lead to additional allegations against the member. In such event, the member shall be advised by the investigator of the potential for either departmental or criminal charges. When a member requests, he may be given a reasonable period of time, prior to any questions, to locate and review documents the member or department possesses regarding the event(s) being investigated so the member may fully prepare to accurately and completely respond to the questioning.

Section 10. Legal Rights. A member who is to be questioned as a subject in an investigation that may lead to criminal charges against the member shall be advised of his constitutional rights in accordance with law.

Section 11. Conduct of Interview. Any questioning or interview of a member shall be conducted during reasonable hours, preferably during the member's working hours. Interview sessions shall be for reasonable periods of time and time shall be allowed during such interviews for attendance to physical necessities. It shall be conducted in a professional manner. No promises or threats will be made to induce an answer to a question. The member has the right to representation during the interview. In the event that the investigator should believe that the

filing of criminal charges against the member may result, he shall notify the member of his belief. The member shall have the right, if requested, to further consult with other representatives.

Section 12. Recordings. Should a tape recording or transcript of the interview or questioning be made, the party making the recording shall notify the other participants prior to the start of the interview. All interviews of members shall be tape recorded by the investigator at the request of either when the investigator reasonably believes that departmental or criminal charges may result. Should the Township or its representatives have cause to have a transcript of the tape made, the member shall be provided a copy of such transcript at a reasonable charge. The member may request a copy of the tape, or a transcript, in writing, to the Chief of Police and be provided such at a reasonable cost.

Section 13. Insubordination. If a member has been advised that the investigation may result in criminal charges, the member's denial to answer questions or to participate in the investigation shall not be considered insubordination or like offense.

Section 14. Evidence. The member or his representative shall be granted the opportunity, upon request, to review or inspect all evidence relevant to the incident. Any evidence obtained in the course of the investigation through the use of administrative pressures, threats, coercion, or promises shall not be admissible in any subsequent criminal action or hearing.

Section 15. Access to Records. A member who is charged with violating the Department's rules and regulations, or his representative, shall be provided access to the Township's transcripts, records, written statements, video tapes and written summaries, to include opinions if provided, pertinent to the case. The member who is charged, or his representative, may request and receive, at reasonable cost, copies of all such pertinent documentation; such shall be provided reasonably in advance of any hearing. The Township shall be provided access, reasonably in advance to any hearing, to the member's or his representative's transcripts, records, written statements, video tapes and written summaries including opinions if provided.

Section 16. Line-ups. Employees may be required to stand in a line up, and if requested, shall have a representative present during such.

Section 17. Polygraph Examination. The Employer shall not use a polygraph machine to investigate the truth of statement made by members without their consent.

Section 18. Violations. If any of the procedures set forth within this article are violated, such violations shall be subject to the grievance procedure.

Section 19. Attendance. A member or his representative shall be allowed time off from their duties with pay for attendance at all scheduled meetings - interviews under this procedure. Subject to emergency calls.

Section 20. Drug and Alcohol Testing. Members of the Bargaining Unit may be required to present themselves forthwith and voluntarily submit to blood alcohol and drug tests when relevant to an investigation.

ARTICLE 23
DISCIPLINARY PROCEDURES AND PERSONNEL FILES

Section 1. No member shall be removed, reduced in pay or position, suspended, required to forfeit accrued leave, or reprimanded except for just cause.

Section 2. Probation Periods .

A. A Patrol Officer serving his probationary time shall be entitled to all provisions of this agreement, except the right to appeal termination or go beyond Step 2 of the Grievance Procedure in Article 25. Should no separation occur at the time of the expiration of the probationary period, the member's appointment shall be made permanent. The probationary period of a Patrol Officer shall be for six (6) months, from the date of appointment, unless waived by the Board of Trustees.

B. There shall be a ninety (90) day probationary period for a member promoted to a supervisory position unless waived by the Board of Trustees.

C. Promoted employee(s) shall have the right to return to their former position within thirty (30) days of promotion.

Section 3. Progressive Action. The principles of progressive corrective action shall be followed for conduct not in violation of law. The progression shall at least include an oral reprimand before a written reprimand, a written reprimand before a suspension, and a suspension before a dismissal for the same or related offenses. Should the offense be of a serious nature, the Chief of Police may determine that a different sequence is required.

Section 4. Records. When an investigation concerning a member occurs wherein corrective action of record (written reprimands, suspensions, forfeiture or accrued leave, reduction or removal) may result, the member, at the conclusion of the investigation, shall be immediately notified of the result of the investigation, and of any pending decision to take personnel action.

Section 5. Pre-disciplinary Hearing - Meeting. Prior to any departmental hearing as in section 8 of this article or the effective date of any personnel action as in section 6 of this article against a charged member, the member shall receive from the Chief of Police a written statement of all the charges and allegations. The notice shall include, but is not necessarily limited to, a summary of the evidence being brought against the member; the member's right to be represented at all stages of administrative proceedings; it shall further include the time, date and location of the meeting or hearing. Such notice shall be issued no less than ten (10) days prior to the date of any hearing conducted according to section 8 of this article or the effective date of any personnel action against a charged member. Meetings conducted under this section shall be held at least five (5) days prior to hearings conducted under section 8 or personnel action as provided for in section 6 of this article. The time limits may be waived by mutual consent of all parties. The member has

the right to have a representative present at the meeting. The Chief shall first present the member and his representative with the reasons for the proposed disciplinary action and then afford them with the opportunity to review the investigative files, examine physical evidence and shall provide a witness list for the agency for any hearing to be conducted.

The member or his representative shall have the right to cross-examine any witnesses the township has present at the meeting or to have voluntary witnesses present at such meeting to offer testimony. The parties understand that the meeting is informal in nature and for the purpose of attempting a reconciliation and to make recommendations and requests relative to any future hearings, meetings, or personnel actions.

The meeting shall provide for the mutual exchange of information between the parties involved. Any meeting held under this section is not a substitute for the grievance and arbitration procedures of this agreement and shall be closed to the public, press and all others not directly involved or included in the meeting. By mutual agreement of the parties, they may meet on more than one occasion under this section.

Section 6. Disciplinary Action. If, following the investigation and after the proper execution of sections 4 and 5, the Chief feels that corrective action is to be issued, he shall notify the member of his decision and of the course of action issued. The member shall receive the notice in writing. Notice shall contain the effective date of the discipline, the charge(s), the complainant's name, and the right to appeal his decision to the Board of Trustees for a disciplinary hearing. No charges may be brought against an officer unless filed within ninety (90) days of commencement of an investigation as provided for in section 6 of Internal Investigation. The effective date shall not be less than fourteen (14) days from the notice, so as to allow for appeal.

Section 7. Appeal. The charged member, or his representative, may appeal the Chief of Police's decision to the Board of Trustees. The appeal shall contain the request for a disciplinary hearing and shall be in writing. It shall be filed in a timely manner prior to the effective date of the personnel action with the Chief and the Board of Trustees. During this time no personnel action may be taken against the officer pending the outcome of the appeal. It is the Board's responsibility to then arrange for said hearing and serve notice to all parties.

Section 8. Disciplinary Hearings. Disciplinary hearings shall be conducted by the Board of Trustees of St. Clair Township. The Board may appoint an impartial hearing officer to preside at the hearing and advise the Board. The hearing officer or chairman shall have the power to issue summons to compel testimony of witnesses, and to compel the production of evidence. All hearings shall be recorded by the Township, and at the request of the member or his representative, a copy or transcript shall be provided at reasonable cost. As in a typical court proceeding, the laws and rules of evidence shall apply. Either party may move for sequestration of witnesses. An attorney or other advisor or the hearing officer appointed by the Township may not be a member of the agency. All hearings conducted by the Township may be closed to the public, press, and others not directly included in such hearings. At the hearing, the charged member or his representative shall be allowed to question witnesses, and to call witnesses' material to the member's defense. The member who is charged, or his representative, may make a written request or motion for a continuance to the chairman. Such shall not be unreasonably denied. The length of the continuance shall be mutually agreed upon by the parties or set by the presiding officer.

Section 9. Disposition of Hearings. The hearing officer or chairman shall enter a not guilty verdict for any charge for which a prima facie case was not established. A finding of guilty requires a majority vote of the Board, employing a preponderance of evidence standard. If there is a finding of guilty, the Board may impose disciplinary action. The hearing officer or chairman shall submit a written report of findings and of disciplinary actions to the Chief of Police and the charged member not later than fourteen (14) days after the conclusion of the hearing. The Chief of Police is bound by all findings of not guilty and of those that are concurred on by the hearing officer or Board. The Police Chief cannot impose disciplinary action more severe than that imposed by the Board. Should a not guilty verdict be reached, the complaint shall be judged unfounded and no records shall appear in the charged member's personnel file.

Section 10. Appeal of Disciplinary Hearing. The charged member or his representative may exercise their legal rights to appeal any decision made by the Township Board of Trustees or the Chief of Police to the Court of Common Pleas or any court of competent jurisdiction. This appeal shall be filed in a timely manner, and notice of intent to file the appeal shall be served on all parties. No personnel action shall be taken against the officer pending the outcome of the appeal.

Section 11. Outside Notification. The Township shall make all good faith effort to notify the affected member and his representative of any charges or decisions reached as a result of a departmental hearing prior to any public statement. The Township shall withhold all public statements for seventy-two (72) hours from the time of the decision or after notification.

Section 12. Suspensions. No suspension without pay of more than thirty (30) days may be given to an employee.

Section 13. Administrative Leave. The Chief of Police, with the Board's approval, may order a member on administrative leave with pay and without loss of benefits or seniority. Such must be in writing and contain a notice of the reasons for such leave. Such leave shall not be considered discipline and is not subject to the grievance procedure as long as the employee does not suffer any loss of benefit or suffer a career disadvantage. Said leave shall not be for more than ninety (90) days from the time of notice. Such leave may be instituted when it is believed that the member's and the Department's or the public's best interests will be best served, or the member has committed a felony, has committed a crime of violence, has committed a crime of moral turpitude, or poses immediate threat to the safety of himself or others. Should the member be formally charged within fourteen (14) days of this leave, the Chief may continue with the written order for the duration of the ninety (90) days.

Section 14. Personnel Files. All Township records shall be maintained in the following manner:

A. There shall be only one (1) official personnel file for each member. It shall be maintained in the Police Chief's office. Additional files may be established and maintained provided that no material relating to job performance, discipline, or conduct that is not also maintained in the official file is contained in this additional file. A copy

of all documents placed in the file shall be furnished the member at time of placement. All persons inspecting the file must sign off with name, date and time and who they represent, each time the file is inspected.

B. When the Chief of Police determines that corrective action is necessary, he shall follow the principles of progressive discipline as outlined in section 3 of this article. Records of oral reprimand shall be maintained in the member's file for no longer than one (1) year (twelve [12] months) following the date of the incident which gave rise to the reprimand. Thereupon, the oral reprimand shall cease to have any further effect. At the member's request, the oral reprimand shall be removed from the file.

C. Actions of record (written reprimands, suspensions, forfeiture of accrued leave, reduction or removal) shall not be utilized by the Township beyond a two (2) year period provided no further action of record of the same or similar nature has occurred within the two (2) year period which gave rise to the action.

D. In any case in which a reprimand, suspension, or dismissal is overturned through the grievance procedure or a court of competent jurisdiction, all entries and records of investigations of complaints classified as unfounded or exonerated shall be removed from the Township files. Upon the request of the member, any other correspondence which is detrimental to the member and has no further value to the Township shall be removed from all duplicate files after two (2) years from the date of correspondence. This section shall not apply in the event a civil or criminal action is pending at the time of the request.

E. Said records shall be maintained in a limited access file utilized only for administrative purposes such as response and defense to actions filed in any court or administrative agency. Such files shall be maintained in the office of the Chief of Police.

F. All files, upon ratification of this agreement, shall be expunged of all non-complying materials as stated in this article.

G. Should any member have reason to believe that there are inaccuracies in documents contained in his personnel file, he may write a memorandum to the Chief of Police or Board of Trustees, explaining the alleged inaccuracy. The Chief or Board shall either remove the inaccurate document or attach the member's memorandum to the document in the file and note thereon the Chief's and Board's concurrence or disagreement with the memorandum's contents.

Section 15. Review of Personnel Files. Every member shall be allowed to review his personnel file, at any reasonable time, upon his request to do so. Such requests shall be made to the Chief who shall be directly responsible for maintenance of such files. Review of the files shall be made in the presence of the Chief or the Chief's designated representative. Except for supervisory and administrative personnel with legitimate need to know and courts of competent jurisdiction which have subpoenaed them, a member's personnel file shall not be available for review by anyone. No information in a member's personnel file shall be shared with anyone outside of the Police Department except name, place of employment, dates of employment, job classification and pay scale.

Additional specified information may be given upon the member's advance, written approval to the Chief of Police. The information shared shall be limited to that specifically requested and approved by the member. Any member or the member's representative may copy documents in the member's file. The Township may levy a reasonable charge for the copies.

Section 16. Notwithstanding the provisions of the preceding paragraph which would limit access to a member's personnel file, if a request is made to inspect and/or copy records within a member's file pursuant to Section 149.43 of the Ohio Revised Code, and the Township intends to comply with the request, the Township shall first provide notification to the member of the specifics of the request which notification shall be provided to the member at least three (3) days (seventy-two [72] hours) prior to the Township's intended compliance with the request. The member shall then be provided with the opportunity to take any one or combination of the following actions:

1. Be present during compliance.

2. Pursue any legal remedy.

3. Insure that any material within the member's personnel file which is subject to removal from the file upon any provision of this contract, or by any other applicable law, is removed prior to the Township's compliance with the request.

Section 17. Member's Acknowledgment. A member's signature on any document shall only represent acknowledgment of receipt of a copy of the document. It shall not be viewed as a representation that the member has concurred with the contents or comments thereon. If a member requests, the member shall receive a copy of the document the member signs. The member shall receive a copy of the final form of the document.

Section 18. Violations. If any of the proceedings set forth in this article are violated, such violations shall be subject to the grievance procedure.

Section 19. Attendance. All members and their representatives shall be allowed time off from their duties with pay for attendance at all scheduled meetings or hearings under this article, subject to emergency calls.

ARTICLE 24
NOTIFICATION OF REORGANIZATION

Management shall notify the Fraternal Order of Police, Ohio Labor Council, Inc. and the Bargaining Unit in writing fourteen (14) calendar days in advance of its intention to reorganize the structure of the Department or to eliminate any established job classification or to layoff any employees. This notice shall include all facts pertaining to the action and provide time for a hearing with the unit Chairman or his designee to discuss such action.

The unit and the Administration recognize the responsibility both parties have to make full use of the knowledge, talent, and resources of all who are included in the delivery of police services to the citizens of St. Clair Township. The unit and the Administration realize the benefits of

discussion and study of issues and proposals which may arise which could detract from the ability of the Department to provide the highest standard of service. Towards this end, the unit and the Administration agree that this forum for the exchange of ideas on such proposals is mutually beneficial. Therefore, the Administration and the Bargaining Unit agree to hold meetings which may include the unit Chairman, its members, representatives and administrative officials to discuss issues and proposals affecting the organized operation of this Department. Requests for such may be made in writing by either party.

The Bargaining Unit recognizes those inherent managerial rights of the Administration, however, for the purpose of the mutual exchange of ideas, study and in the interest of providing quality service to the citizens of St. Clair Township, the proposed layoffs or reorganizations shall be proper items of discussion under this section.

ARTICLE 25
GRIEVANCE PROCEDURE

Section 1. Grievance Chairman. The Bargaining Unit Chairman or his designee shall serve as the Grievance Chairman. The Grievance Chairman may be released from his duties without loss of pay or benefits at times when called upon to represent members at proceedings and hearings. This shall be with approval of the Chief of Police and he shall be subject to emergency calls.

Section 2. Definition. A grievance is a complaint, dispute, or controversy in which it is claimed that either party has failed in an obligation under this Agreement or which involves the meaning, interpretation, or application of this Agreement.

Section 3. Qualification. A grievance can be initiated by an aggrieved member. When a group of members desires to file a grievance involving a situation affecting each member, one member selected by such group shall process the grievance as the designated group representative.

Section 4. Jurisdiction. Nothing in this procedure shall deny members or the Township any rights available by law to achieve redress of their legal rights, including the right to appeal to another forum. However, once the member elects any other forum and that forum takes jurisdiction over the subject matter, the member is thereafter denied the remedy of the Grievance Procedure provided herein.

Section 5. Time Limits. It is the Township and the members' intention that all grievances should be dealt with promptly and that every effort should be made to settle the grievance as close to the source as possible. It is, therefore, the intention of both parties that all time limits be met. The parties' designated representatives may mutually agree, at any step, to time extensions, but such an Agreement must be in writing and signed by the parties. In the absence of such mutual extensions, the Grievant may, at any step where a response is not forthcoming within the specified time limits, advance the grievance to the next step. Where the Grievant fails to comply with the specified time limits or does not refer his grievance to the next step available to him, the grievance shall be considered to be satisfactorily resolved. Any step in the procedure may be skipped on any grievance by mutual consent. No requested remedy which violates Federal or State laws shall be implemented.

Section 6. Forms. The Chief of Police and the Bargaining Unit Chairman shall jointly develop a grievance form. Such forms shall be supplied by the Township at no cost.

Section 7. Non-Discrimination. No member or representative shall be removed, disciplined, harassed or discriminated against because he filed or pursued a grievance under this article.

Section 8. Definition of Days. For the purpose of this article, "days" means Monday through Friday, but does not include approved leaves or holidays.

Section 9. Presenting Grievances. A member shall not forfeit pay for scheduled meetings.

Section 10. Access to Documents. All documents and other materials which are the basis for the action taken shall, upon request, be furnished to the aggrieved member or his representative. The member or his representative shall, upon request, furnish the Township all documents and other material as the basis for its position.

Section 11. Representation. A member may at any step be represented by the Grievance Chairman or his designee. Such shall be allowed to attend all meetings in regards to the grievance.

Section 12. Procedure. The following are the steps and procedures for handling grievances:

A. Preliminary Step. A member shall first attempt to resolve individual grievances informally with the Chief of Police. Such attempt shall be made by the member-grievant within seven (7) working days following the events or circumstances giving rise to the grievance. At this step, there is no requirement that the grievance be submitted or responded to in writing other than documentation of the meeting, date and response.

   If the member is not satisfied with the oral response from the Chief of Police, he may pursue the formal steps which follow. The Chief has seven (7) of the Chief's working days to respond to the grievance.

B. Step One - Chief of Police - Written Grievance.

   1. When the Chief's oral response in the preliminary step is unsatisfactory, the member may then submit the grievance in writing to the Chief on a grievance form. He may attach whatever documents or material he feels represents his case. Such forms must be submitted within seven (7) of the member's working days. Grievances submitted beyond the time limits shall not be considered.

   2. Within seven (7) of the Chief's working days, after receiving the form, he shall affix his written response to the form, date and sign his response, and return the form and any material to the aggrieved member. Should the member not refer his grievance to the next step of the procedure, it shall be considered resolved.

C. Step Two - Board of Trustees - Appeal

1. If the member is not satisfied with the answer at Step One within fourteen (14) of his working days, he shall appeal the grievance to Step Two by delivering a copy of the grievance form, the Chief's written response, any related material, and the Grievant's reasons why the responses of the Chief were not sufficient to resolve the grievance to the Chairman of the Board of Trustees.

2. Within thirty (30) calendar days of his receipt of the grievance material, the Board of Trustees shall schedule and conduct a meeting to discuss the grievance with the Bargaining Unit Chairman or his designee and the aggrieved member.

3. At the conclusion of this discussion and within thirty (30) calendar days of receiving the grievance material, the Chairman of the Board of Trustees shall affix his written response to the form, date and sign the response, and return the material to the member-grievant. If the member does not refer his grievance to the Third Step of this procedure, the grievance shall be considered to be resolved.

D. Step Three - Arbitration

1. Arbitration Notification. If a member, after receiving the written answer to his grievance at Step Two of this procedure, still feels that the grievance has not been resolved to his satisfaction, he may request that the Union initiate arbitration. The Union shall notify the Board of Trustees of the Union's intention to proceed to arbitration within twenty-one (21) calendar days after receiving the written answer from the Board of Trustees at Step Two.

2. Selection of Arbitrator. Within fourteen (14) calendar days following the Board's receipt of the Union's arbitration notification, the Chairman of the Board of Trustees or his designee and the Union shall consult and attempt to select an impartial arbitrator by mutual agreement. In the event they cannot reach an agreement on an arbitrator, the parties shall, by joint letter, request the American Arbitration Association or the Federal Mediation and Conciliation Service (F.M.C.S.) to submit a panel of arbitrators from which the Township and the Union shall select one by mutual agreement. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will be selected by the representatives of the parties alternately striking names, with the Township going first and selecting the final remaining name.

3. Arbitrator's Authority. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties and applying the rules of the A.A.A. or the F.M.C.S. The arbitrator shall have no authority to add to, detract from, modify or otherwise change any of the terms or provisions of this contract. The decision of the arbitrator shall be final and binding on all parties.

4. Arbitration Costs. The costs of any proofs, produced at the direction of the arbitrator, the fee of the arbitrator, and any rent for a hearing room shall be borne equally by both parties. The expense of any non-member witnesses shall be borne

by the party calling them. The fees of the Court Reporter shall be split equally. Any affected member in attendance for such hearing shall not lose pay or any benefits for attendance at such hearing.

5. Arbitrator's Findings. The arbitrator shall render, in writing, his findings as quickly as possible within thirty (30) calendar days after the close of the hearing and shall forward such findings, and all supporting data, to the Chairman of the Board of Trustees and the Chairman of the Bargaining Unit.

ARTICLE 26
SCHEDULES

Section 1. The work schedule of the Department shall consist of eight (8) hour shifts. Eight (8) consecutive hours shall constitute a normal work day. Forty (40) hours of work per week shall constitute a normal work week. A normal scheduled week shall consist of seven (7) calendar days that shall consist of five (5) duty days and two (2) consecutive days off. The work year shall consist of two thousand eighty (2,080) hours.

Section 2. All members shall be scheduled two (2) consecutive days off unless the Employer deems a state of emergency.

Section 3. Schedules shall be posted in the work location a minimum of two (2) weeks in advance of the effective dates.

Section 4. The Employer shall notify the member of any changes and modifications in their posted schedule as soon as practical.

Section 5. The work week shall begin at 2300 hours Saturday and will end at 22:59:59 hours Friday.

Section 6. Bargaining Unit members may trade shifts and/or days off with other members provided all requests are documented and approved by the Chief of Police and such trades shall not create an overtime liability for the Township.

Section 7. The schedule will become available for bidding annually by December 1 of each year. Personnel will be permitted to select their tour of duty by shifts. Seniority will prevail.

Section 8. Except as provided for above, shift selections shall not change except due to retirement, death, resignation, approved leave, disability or special assignments by the Chief of Police. The Chief of Police shall retain the right to temporarily assign member's schedules or to modify schedules of members for reasons of just cause, such as: special assignments, emergency situations, changes in the Department's manpower or needs. Such changes or modifications shall not be used as discipline or interpreted as such.

Section 9. Any shift that is vacated or was held by a member who is on an approved leave for any period longer than thirty (30) working days shall be open for bidding as provided by this

article. Upon the member's return to duty, he shall be reinstated to his former shift, unless by mutual consent by the member and the Chief of Police, he agrees to accept another available shift.

Section 10. Members shall receive a paid meal break, not to exceed one-half hour (30 minutes) during each tour of duty. Members shall also receive two (2) fifteen (15) minute breaks during each tour of duty. Members shall be subject to calls during each break period.

Section 11. Members shall be at their work sites promptly at their starting time prepared to assume patrol duties.

ARTICLE 27
F.O.P. AND F.O.P. OHIO LABOR COUNCIL TIME

Section 1. Fraternal Order of Police (FOP) members shall be permitted to attend FOP meetings while on duty subject to emergency calls when held within the Township for a period not to exceed one (1) hour.

Section 2. Bargaining Unit members shall be permitted to attend Fraternal Order of Police, Ohio Labor Council (FOP/OLC) or Unit meetings while on duty subject to emergency calls when held within the Township for a period not to exceed one (1) hour.

Section 3. The Bargaining Unit Chairman or his designated other shall be excused or released without loss of pay or benefits for duties associated with or to represent members at grievance proceedings, hearings and negotiations.

Section 4. The Beaver Creek North Lodge 178 of the Fraternal Order of Police, Inc. shall be permitted to hold meetings in the community room at the Township Administration Building subject to room availability of the desired meeting date and time. Requests must be made in writing to the Trustees' Administrative Assistant for approval.

Section 5. The Township shall allow the Lodge to use the Department phone to receive business calls.

Section 6. Bulletin boards provided by the Township may be used by the Lodge and Bargaining Unit for posting notices of: elections and results, recreational and social events, general membership meetings and other related business and general lodge business of interest to members.

Section 7. Two (2) or more uniformed members may receive leave without pay to attend funeral services of any law enforcement officer killed in the line of duty. No expenses associated with such attendance shall be paid by the Employer. The Department shall provide a marked patrol car for transportation and use in such services. No request under this section shall be unreasonably denied.

Section 8. Beaver Creek North Lodge 178, Fraternal Order of Police executive officers who are employed by the Township and elected local committee members shall be granted one (1) day

(eight [8] hours) leave with pay per calendar year for each bargaining unit to attend local, state and National FOP functions, FOP/OLC meetings, seminars and other required functions.

ARTICLE 28
EDUCATION, TRAINING AND CERTIFICATION

Section 1. The Township and the Bargaining Unit mutually recognize the benefit of continued education and training for professional growth and development. The Township shall provide basic and advanced training programs on a continuing basis to be based on needs and available funding.

Section 2. In addition to the basic training provided at the academy, advanced, specialized or individual training may be provided as needed. The purpose for training may include, but are not limited to, the overall improvement of skill and efficiency, changes in laws or duties and responsibilities, changes in equipment or technologies and to qualify for position of greater responsibilities within the Department and maintain certifications and permits as required.

Section 3. Any member attending approved training outside of Columbiana County and other than the Ohio Peace Officers' Training Academy or the Ohio Highway Patrol Academy shall be entitled to reimbursement for: approved lodging, travel expenses, (excluding gasoline) mileage (should the member's personal vehicle be used) at the IRS rate per mile, tuition or fees and a meal allowance of up to twenty-five dollars ($25.00) per day with receipts should the training facilities selected not have such available to the member.

Section 4. Members required to receive mandatory training, education or certification, or members attending any training, education or certification approved by the Chief of Police shall be compensated for time at session. If training and/or regular assigned duties exceed forty (40) hours in any work week, members shall be paid at time and one-half (1 1/2) over forty (40) hours per week. Members traveling to training, education or certification approved by the Chief of Police located outside Columbiana County shall be paid at the member's regular base rate of pay regardless of transportation for time traveled unless travel time takes place during the member's regularly scheduled work assignment. Map Quest will be used to calculate the time required to travel and that information will be used to calculate payment for time traveled.

Section 5. Members attending any training or educational courses shall have the approval of the Chief of Police with all arrangements made by the Chief and the approval of the Board of Trustees.

Section 6. Members shall submit a copy of the registration and a copy of the agenda for each training, education or certification session(s) indicating dates, time and place of the training, education or certification session(s) they are attending to the clerk (Fiscal Officer), prior to attending said session(s).

ARTICLE 29
UNIFORM ALLOWANCE

Section 1. The Township shall provide all full-time Bargaining Unit members a clothing maintenance allowance, which shall be six hundred twenty-five dollars ($625.00).

Uniform allowance is payable in semi-annual installments during the first pay date of January and July.

Section 2. Each newly hired Bargaining Unit member at the time of hire shall receive that year's full uniform allowance for the initial purchase of such uniform items as required by the Department. This payment shall be the yearly maintenance allowance outlined in Section 1 of this article and the newly hired employee shall not be eligible for additional allowance until the first payment after the first anniversary date of their hiring.

Section 3. The uniform of the Department shall be prescribed police issue and follow established policy. Changes, alterations or any additional uniform items, clothing or equipment shall be provided by the Township to the affected members at no cost.

Section 4. The Township shall provide all weapons, ammunition and supplies for maintaining issued equipment at no cost to the members.

Section 5. The Township shall expend up to one hundred fifty dollars ($150.00) per member, per year, for any item damaged or lost in the course of the member's duties. To include but not limited to: any item necessary in the performance of the member's duty, glasses, uniform items, etc. Claims shall be submitted, in writing, to and approved by the Chief of Police and shall be filed no later than ten (10) of the member's working days from the loss or damage.

Section 6. The Employer will reimburse each bargaining unit member the purchase price of body armor (vest), upon submission of proof of purchase. The Township will issue each new bargaining unit member one safety body armor (vest) of their choosing. A request to purchase said body armor shall be submitted to the Chief of Police. The Chief of Police will then submit said request(s) to the Board of Trustees for approval of the purchase.

The Township will also purchase a new body armor (vest) upon expiration of the life expectancy of said body armor (vest) for those bargaining unit members who currently own body armor (vest). The expiration of the warranty for the body armor (vest) will come from the manufacturer/company the body armor was purchased from originally. The purchase procedure will be the same as stated above with the Chief of Police submitting said requests to the Board of Trustees for approval of the purchase.

ARTICLE 30
WAGES

Section 1. The parties agree there shall be a one percent (1%) increase for the period beginning October 1, 2011, plus twenty cents ($.20) per hour; a one percent (1%) increase for the period beginning October 1, 2012; and a one percent (1%) increase for the period beginning October 1, 2013.

	Year 1	Year	Year 3
Probationary Patrolman	$15.66	$15.81	$15.97
Patrolman	$18.40	$18.59	$18.77
Senior Patrolman 22 years of service (2% above Patrolman)	$18.77	$18.96	$19.15

Sergeant's pay shall be fifteen percent (15%) more than a Patrolman. A Detective Sergeant shall receive an additional twenty-five cents ($0.25) per hour over a Sergeant.

	Year 1	Year	Year 3
Sergeant 15% more than a Patrolman	$21.16	$21.38	$21.59
Detective Sergeant Twenty Five cents ($0.25) per hour over a Sergeant	$21.41	$21.63	$21.84

Section 2. To be paid bi-weekly for twenty-six (26) pays per year.

Section 3. All accrued wages to be paid in cash at time of separation from the Department.

ARTICLE 31
LONGEVITY PAY

Section 1. Beginning at five (5) years of service, each member shall receive longevity pay according to the schedule provided below.

Years of Service	Amount per Year	Biannual payment
5-10 years	$500.00	$250.00
11-15 years	$750.00	$375.00
16-20 years	$1,000.00	$500.00
21 + years	$1,250.00	$625.00

Section 2. Longevity pay shall be paid bi-annually in accord with Section 1, during the first pay date of September and March of each year.

Section 3. Longevity shall be calculated based only on full-time years of service with St. Clair Township.

ARTICLE 32
OVERTIME

Section 1. Any employee working in excess of forty (40) hours in a work week shall be compensated at the rate of one and one-half (1 1/2) times their base rate of pay. Overtime pay will be included in the pay period such overtime is worked. Excess of forty (40) hours worked shall include all hours during which the employee is on paid leave status; however, paid leave approved on an employee's regular day off shall be compensated only at the employee's regular rate of pay.

Section 2. Overtime shall not be required except in situations which are deemed an emergency by Management.

Section 3. The Chief of Police has the right to assign special details on assignments which may require overtime to specific officers, when those assignments relate to duties or responsibilities already assigned to that officer.

Section 4. Employees shall have the option of selecting the means of receiving compensation for their overtime. Payment in cash shall be made for any overtime accrued at the time of separation from the Department.

Section 5. Overtime opportunities such as extra duty assignments arranged through the Department, special work details and additional patrol assignments, and pre-scheduled overtime shall be made available to Bargaining Unit members by seniority first. Such opportunities not filled by Bargaining Unit members shall then be made available to part-time officers of the Department. Vacation leaves, compensatory leave and other extended leaves may be filled by part-time officers, then offered to regular officers.

ARTICLE 33
COURT TIME

Section 1. Whenever it is necessary for an off-duty officer to appear either in Municipal Court, Common Pleas Court, or any other court on matters pertaining to or arising from his actions as a law enforcement officer or other police business, the employee shall be compensated at the rate of one and one-half (1 1/2) times his current base rate of pay for a minimum of two (2) hours in municipal court or four (4) hours in courts outside municipal court or actual time for such purposes, whichever is greater, per each scheduled appearance.

Section 2. Whenever the Court appearance is outside the immediate area, the Township shall be responsible for all costs incurred for such appearance at the levels set forth in Article 28, Section 3.

ARTICLE 34
CALL-IN PAY

A call-in occurs when a member is called to return to work to do unscheduled, unforeseen or emergency work after the member has left work following the completion of his regular shift, but before he is scheduled to return to work. The member shall be paid a minimum of four (4) hours at one and one-half (1 1/2) times his current base rate of pay if he is not scheduled for a shift immediately following the call-in. A member scheduled for a shift immediately following the call-in shall be paid a minimum of two (2) hours at one and one-half (1 1/2) times his current base rate of pay. Regularly scheduled shift hours which follow a call-in shall be paid at the member's current base rate of pay.

ARTICLE 35
HOLIDAYS

Section 1. The following are designated as paid holidays for members:

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

and any day appointed and recommended by the Governor of Ohio or the President of the United States.

In order to be eligible for holiday pay, bargaining unit members must work their last scheduled day prior to, after, and on, if applicable, the holiday.

Section 1A. Non-Premium Holidays. Whenever a member is scheduled to work a Section 1 holiday not designated as a premium holiday, the member shall be compensated at the member's base rate of pay for the first eight (8) hours and one and one half (1 1/2) their base rate of pay for all hours worked in excess of eight (8) hours on that holiday. This shall be in addition to payment received in Section 1.

Section 2. Premium Holidays. Whenever a member is scheduled to work a Section 1 day designated as a premium holiday, the member shall be compensated at the rate of one and one-half (1 1/2) times his current base rate of pay for the first eight (8) hours worked during that holiday period and two (2) times his current rate for all hours in excess of eight (8). This shall be in addition to payment received in Section 1.

The following are designated as paid premium holidays for members:

New Year's Day
Independence Day
Memorial Day
Thanksgiving Day
Christmas Day

Section 3. Hourly Rate. The rate used to calculate payment for the holiday shall be the member's current base rate of pay earned by the member on the date each holiday occurred.

Section 4. Holiday Credit. If a holiday occurs during a period of sick leave, vacation leave, or any other approved leave, the member shall not be charged for that leave but shall receive payment as outlined in Section 1 above.

Section 5. Separation. Upon separation, the balance of holiday pay outlined in paragraph 1 shall be paid the Employer.

Section 6. Payment Method. Holiday pay shall be included in the pay period such holiday occurred.

Section 7. For the purposes of holiday pay, a bargaining unit member shall receive premium holiday pay for all scheduled hours between 0001 hours to 2400 hours on the day of the holiday. Any bargaining unit member working at least four (4) hours during these hours shall be compensated at the holiday rate for all hours worked during that shift.

ARTICLE 36
INSURANCE

Section 1. The Township of St. Clair shall provide life insurance coverage in the amount of fifty thousand dollars ($50,000.00) per Bargaining Unit member.

Section 2. The Township of St. Clair shall pay for all bonds necessary for police officers during their employment with St. Clair Township.

Section 3. The Township of St. Clair may continue to provide all benefits of this Agreement to any member or their family while the member is on any approved leave or suspension.

Section 4. For the first year of this agreement, the Township shall have the right to contract for equal or comparable coverage with the company of their choice. Thereafter, the words "equal or comparable" shall no longer have force and effect. The Bargaining Unit shall be notified thirty (30) calendar days in advance of any such proposed changes. The Bargaining Unit Chairman and FOP/OLC Representative shall assist in any such research and discussions with regard to proposed changes in coverage or companies.

Section 5. An employee of the bargaining unit who voluntarily declines the provided health care insurance shall be compensated at forty percent (40%) of the current health care premium for the plan he would be eligible for if he was enrolled on the Township's health care policy. This amount shall be adjusted annually, at the anniversary date of the health insurance policy, and

paid on a monthly basis for as long as the employee opts out. However, during the duration of this Agreement, said employee shall have the right to re-instate his insurance at the earliest possible time. The Township shall provide payment up to the premium amount of the Township policy towards the payment of currently enrolled policies (e.g., COBRA) until the employee can be re-enrolled in the Township's policy. These amounts will remain constant during the duration of this Agreement.

ARTICLE 37
SERVICE WEAPON AND RETIREMENT BADGE

Section 1. Upon retirement from the St. Clair Township Police Department, a member of the bargaining unit with a minimum of ten (10) years service shall be presented with his service weapon, provided such presentation complies with all BATF regulations for a lawful transfer.

Section 2. The Township agrees to purchase a retirement badge for any member of the St. Clair Township Police Department who retires from duty either for service or disability.

ARTICLE 38
TIME DONATION

Donation of Time/ Sick Leave/Comp Time/Holiday Time/Vacation Time

It is the intent of the Employer and the Union to provide a sick leave/compensatory time/paid holidays/vacation hours donation program to allow employees to voluntarily assist their co-workers who have exhausted all their paid leave and are in critical need of leave due to serious illness or injury of the employee or a member of the employee's immediate family up to a total of one thousand forty (1,040) working hours.

On a voluntary basis, employees may donate leave to a fellow employee who is otherwise eligible to accrue and use sick leave. An employee may receive donated leave, per pay period, equal to the number of hours the employee is scheduled to work each pay period. Donated leave will be subject to the conditions in this article.

In no way may donated leave be converted into a cash benefit. Leave will be donated and used on an hour-for-hour basis and employees using donated leave will be considered on sick leave and will accrue leave and be entitled to any benefits to which they would otherwise be entitled.

It will be the policy of both the Employer and the Union to respect the privacy of all employees. However, either the Employer or the Union, with the permission of the employee, may inform employees of their co-workers need for leave. This will be done for informational purposes only and will not be a solicitation of leave donations by either the Employer or the Union.

When it becomes apparent that a qualifying employee will exhaust all time off, the Chief or his designee may authorize and will notify the Union of the number of hours needed to cover the employee's upcoming payroll period, and the estimated date the employee will be able to return to work. If any members wish to donate leave, the Union will supply the Chief or his designee with a schedule, in a form agreed to by the Union and the Chief or his designee, delineating the donating individuals and their number of hours to be applied as donated sick leave.

If an employee exhausts all his time off, he may apply to the Union for the number of hours needed to cover the employee's upcoming payroll period, and the estimated date he will be able to return to work. The Union will then verify with the Chief that the employee is eligible for sick leave but for the fact that he is out of paid time off. If any members wish to voluntarily donate leave, the Union will supply the Chief or his designee with a schedule, in a form agreed to by the donating individuals and their number of hours to be applied as donated sick leave, and paid at the recipient's pay rate.

Employees desiring to donate leave will certify the name of the employee for whom the donated leave is intended, the number of hours to be donated, and that the leave is donated voluntarily with no provision that the leave will be returned.

Neither donating employees, receiving employees, nor the Union shall have the right to grieve/arbitrate any or all issues regarding the application of this article/section.

ARTICLE 39
FITNESS AND HEALTH

Anthem Blue Cross Blue Shield has special offers for fitness and health. Go to anthem.com and select Ohio the specialoffers@anthem. Anthem Blue Cross Blue Shield also offers other assistance in providing you information to improve your health by going to anthem.com.

ARTICLE 40
DURATION

This Agreement shall be effective October 1, 2011, and shall remain in effect until September 30, 2014, taking into consideration any re-openers that have been noted throughout the Agreement and from year to year thereafter unless either party gives written notice to the other of its desire to modify or terminate this Agreement. Such notice may be given in not more than a ninety (90) day nor less than sixty (60) day period to September 30, 2014. If any such notice is given, this Agreement shall remain in effect until the terms and provisions of a new Agreement are agreed upon.

FOR ST. CLAIR TOWNSHIP

James N. Hale

Robert Sullivan

FOR THE FOP/OLC

Brian McKee

Joe Grostowski

MEMORANDUM OF UNDERSTANDING
EMPLOYEES HIRED AFTER JANUARY 1, 2012

St. Clair Township and the Fraternal Order of Police hereby agree to the following wage and benefits for employees hired for full-time status after January 1, 2012.

ARTICLE 20
LEAVES

Section 1. Personal Days. Each member is entitled to two (2) personal days per calendar year. Requests are subject to approval of the Chief of Police. Personal days may be requested for any reason by the member. Requests must be made twenty-four (24) hours in advance of the date requested. Personal days may not be used to extend vacation days.

Section 2. Sick Leave.

A. Full-time members may use sick leave for absence due to personal illness, injury, exposure to contagious disease and for injury or illness in the employee's immediate family requiring his presence. It shall be deducted from the member's accrued time on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work hours.

B. For each eighty (80) hours of active pay status, a member shall earn 4.6 hours of sick leave, not to exceed fifteen (15) days per year. For purposes of this section, active pay status shall be defined as all regularly scheduled work and any hours of regularly scheduled work from which the member is absent due to authorized leave.

C. Unused sick leave shall accumulate to one hundred twenty (120) days (nine hundred sixty [960] hours).

D. Upon retirement the member shall be paid for twenty-five percent (25%) of all unused hours at their current base rate of pay with the amount not to exceed thirty (30) days or two hundred-forty (240) hours.

E. Pay shall be the same basic hourly rate as when working.

F. Immediate family shall include; mother, father, spouse, child, brother, sister, grandparent, father-in-law, mother-in-law, sister-in-law, or brother-in-law.

G. Doctor slips shall be required by the Employer after three (3) consecutive days of absence.

H. Notification. A member who is unable to report for work and who is not on an approved leave shall give reasonable notice to the Chief or other supervisor. The notification shall be at least four (4) hours before the start of the affected shift, unless emergency conditions prevent such notification. The request for such leave shall not be unreasonably denied.

I. Death of a member. In the event of the death of a member, the member's estate or family shall be compensated as outlined in item D of this section.

ARTICLE 21
VACATIONS – TIME OFF REQUESTS

Section 9. Employees are permitted to carry a maximum of one (1) week (forty [40] hours) of unused vacation time from year to year.

Section 10. All unused vacation time shall be paid the employee at his current base rate of pay upon separation.

Section 11. Vacation time shall be accrued at the following schedule for each eighty (80) hours worked by the employee.

1-5 years service	10 days (80) hours
6-12 years service	15 days (120) hours
13 and over years service	20 days (160) hours

ARTICLE 30
WAGES

Section 1. The parties agree that the following should be the wage rates for the duration of the contract:

Probationary Patrolman	$13.20/hour
Patrolman	$14.00/hour
Patrolman after 1 year	$14.50/hour
Patrolman after 2 years	$15.00/hour
Patrolman after 3 years	$16.00/hour
Patrolman after 4 years	$17.00/hour
Patrolman after 5 years	$17.75/hour
Patrolman after 6 years	$18.02/hour

Senior Patrolman $18.38/hour
22 years of service (2% above Patrolman after 6 years)

Sergeant's pay shall be fifteen percent (15%) more than a Patrolman after six (6) years. Detective Sergeant shall receive an additional twenty-five cents ($0.25) per hour over a Sergeant.

Sergeant
$20.72/hour
15% more than a Patrolman after 6 years

Detective Sergeant $20.97/hour
$.25 per hour over a Sergeant

Section 2. To be paid bi-weekly for twenty-six (26) pays per year.

Section 3. All accrued wages to be paid in cash at time of separation from the Department.

ARTICLE 31
LONGEVITY PAY

Employees hired for full-time status after September 1, 2011, shall not be eligible for longevity.

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	} Case No(s):	11-MED-07-0968
EMPLOYEE ORGANIZATION,	}	11-MED-07-0969
	}	
and,	}	
	}	
ST. CLAIR TOWNSHIP TRUSTEES,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,

Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Mark J. Lucas
mjlucas@clemansnelson.com