

STATE EMPLOYMENT
RELATIONS BOARD

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WARREN TOWNSHIP BOARD OF TRUSTEES, TRUMBULL COUNTY OHIO

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

EFFECTIVE:

**JANUARY 1, 2012
TO
DECEMBER 31, 2014**

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**ARTICLE 1
PREAMBLE**

Section 1 This Agreement is hereby entered into by and between Warren Township, herein after referred to as "Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA".

**ARTICLE 2
PURPOSE AND INTENT**

Section 1 In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following:

1. To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;
2. To promote fair and reasonable working conditions;
3. To promote individual efficiency and service to Warren Township;
4. To avoid interruption or interference with the efficient operation of the Employer's business; and,
5. To provide a basis for the adjustment of matters of mutual interests by means of amicable discussion.

**ARTICLE 3
UNION RECOGNITION**

Section 1 The Employer recognizes the OPBA as the sole and exclusive representative, for those employees in the bargaining units listed in Section 2, for negotiating wages and salaries, hours of work, and all other terms and conditions of employment. The Employer and the OPBA agree to continue to negotiate with each other in good faith on all matters concerning the employment of said bargaining unit employees.

Section 2 One bargaining unit shall be deemed to include those full-time employees in the "Patrol Officers" bargaining unit, as certified by the State Employment Relations Board in Case No. 90-REP-09-0243, with certification orders filed and served upon each party on January 24, 1991.

The other bargaining unit shall be deemed to include those full-time employees in the "Sergeants" bargaining unit, as certified by the State Employment Relations Board in Case No. 90-REP-09-0242, with certification orders filed and served upon each party on January 24, 1991.

Section 3 All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 4 Notwithstanding the provisions of this Article, management, confidential (professional), fiduciary, supervisory, casual, and seasonal, shall be excluded from the bargaining units.

Section 5 The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

Section 6 When new job classifications or positions are created by the Employer, or a change occurs in the title of a position currently in the bargaining units, the recognition status of such classification shall be discussed with the OPBA within thirty (30) days of establishment of the new job classification or title change. Should the Employer and the OPBA fail to agree on the inclusion or exclusion of the new classification in the bargaining units within sixty (60) days of establishment of the position, the OPBA may petition the State Employment Relations Board for a determination.

ARTICLE 4 DUES DEDUCTION

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

Section 2 The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and By-Laws. The OPBA shall certify to the Employer the amounts due and owing from the employee involved.

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

Section 4 A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions and forwarded to the OPBA at PO Box 338003, North Royalton, OH 44133.

Section 5 The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligation under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 5 FAIR SHARE FEE

Section 1 All members of the bargaining units, as identified in Article 3 Union Recognition, of this agreement, after thirty (30) days from the date of hire, shall (1) become members of the OPBA or (2) pay a fair share fee to the OPBA.

Section 2 In the event a fair share fee is to be charged to a member of the bargaining unit, the Employer shall deduct said fee in the same manner as dues are deducted as specified in Article 4 of this Agreement, entitled Dues Deduction

ARTICLE 6 MANAGEMENT RIGHTS

Section 1 Pursuant to Ohio Revised Code §4117.08(C) and to the extent otherwise limited or modified by this Agreement, the Township retains the right and responsibility to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
- B. Direct, supervise, evaluate, regulate, schedule or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be continued;

- E. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take action necessary to carry out the mission of a public employer as a governmental unit.

ARTICLE 7 EMPLOYEE RIGHTS

Section 1 An employee has the right to the presence and advice of an OPBA representative at all disciplinary interrogations.

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

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

Section 4 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, the employees may record such interrogation if he has a recording device available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer's expense.

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

Section 6 With respect to investigations which may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered. If, during the course of an investigation this is determined, the formal written notice will be prepared and delivered to the employee.

Section 7 In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If, in the course of an

internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent court action.

Section 8 All complaints by civilians, which may involve suspension or discharge of an employee, shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation.

ARTICLE 8 NO STRIKE/NO LOCKOUT

Section 1 Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer for the duration of this Agreement. The OPBA shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided that the OPBA meets all of its obligations under this Article.

Section 2 The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

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

Section 3 The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE 9 DISCIPLINE

Section 1 No employee shall be reduced in pay or position, suspended or removed except for just cause. Further, no form of disciplinary action will take place against any employee except for just cause.

Section 2

A. Discipline will be applied in a corrective, progressive and uniform manner.

B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

C. Whenever the Employer and/or his designee determines that there may be just cause for an employee to be disciplined, a pre-disciplinary conference will be scheduled to give the employee the opportunity to offer an explanation to the alleged misconduct. Said pre-disciplinary hearing must be held within twenty (20) days from the date the Township knew or should have known of the incident giving rise to the hearing. The pre-disciplinary conference shall be conducted in accordance with rules 1-3 below. The affected employee may elect to have a representative of the OPBA present at any such pre-disciplinary conference.

1. The employee and the OPBA shall be provided with a written notice advising him of the charges and specification of the charges against him. In addition to the specification of the charges against the employee, any documentation to be used against the employee will also be provided. The notice will list the date, time and location of the hearing. Such notice shall be given to the employee at least ten (10) days before the hearing. The employee shall be allowed representation of his choice, the cost of which shall be borne by the employee. Time limits may be waived by mutual consent of the parties.

2. The hearing shall be conducted before a "neutral" administrator, selected by the Employer. The "neutral" shall not be involved in any of the events giving rise to the offense. The employee, or his representative, may offer verbal or written statements from other persons pertaining to the charges during the hearing.

3. Within five (5) calendar days after the hearing, the neutral administrator shall provide the employee and the Employer, with a written statement affirming or dismissing the charges based on the strength of the evidence given at the hearing by the employee and the Employer. The document will also give the reason for the decision.

Section 3 Following the conference, any employee receiving any disciplinary action may appeal such order at Step 3 of the grievance procedure. Such appeal shall be within ten (10) working days of receipt of the decision.

Section 4 Prior to the scheduled time of the conference, the employee may waive his right to such a conference, by stating such to the Employer in writing.

Section 5 The Employer agrees all disciplinary procedures shall be carried out in private and in a business like manner.

Section 6 For this Article, the word "Day" shall be defined and used as under **Article 11, Grievance Procedure.**

Section 7 Records of disciplinary action shall cease to have force and effect, or be considered in future disciplinary matters under the following time frames:

Oral and written reprimands	6 months
Suspensions of less than 3 days	12 months
Suspensions of 3 days or more	24 months

providing that there are no similar intervening disciplinary actions taken during that period. Disciplinary action records that cease to have force and effect, may be removed by the employee from his own personal personnel file, or the employee may notify the Employer of the employee's desire to have the Employer remove such records.

Section 8 An employee may inspect his personnel file as set forth in this Agreement, under **Article 36, Personnel Files**

Section 9 Should an employee dispute any of the contents of his personnel file, he may attach a written rebuttal to the disputed item for inclusion into the file.

ARTICLE 10 ASSOCIATION REPRESENTATION

Section 1 The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the Chief.

The Employer will compensate a representative at the normal rate for the time spent in the good faith processing of grievances.

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

Section 3 Director(s) of the OPBA shall be allowed three (3) hours per month off, with pay, for the purpose of attending OPBA Director's meetings.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by an OPBA representative at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2 For the purposes of this procedure, the below listed terms are defined as follows:

- a. Grievance: A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b. Grievant: The "grievant" shall be defined as any employee, group of employees within the bargaining unit or the OPBA;
- c. Days: A "day" as used in this procedure shall not include Saturdays, Sundays, Holidays, Compensatory Day, Leave of Absence, or Vacation Day, as defined in this Agreement.

Section 3 The following procedures shall apply to the administration of all grievances filed under this procedure.

- a. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.
- b. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- c. A grievance can be initiated by an aggrieved bargaining unit employee. Where a group of bargaining unit employees desires to file a grievance involving a situation affecting each such bargaining unit employee in the same manner, one bargaining unit employee selected by such group shall process the grievance(s). If a grievance affects a "department wide"

- controversy, it may be submitted at Step 3. All individuals in a group or department-wide grievance must be identified.
- d. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
 - e. The existence of this grievance procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
 - f. The time limits provided herein will be strictly adhered to and any grievances not filed timely or appealed with the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically be sustained in favor of the grievant.
 - g. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4 All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1: An employee who believes he may have a grievance shall notify the **Lieutenant** of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The **Lieutenant** will schedule an informal meeting with the employee within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and the OPBA representative and presented as a grievance to the Chief within five (5) days of the informal meeting or notification of the

Lieutenant's at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the **Lieutenant** fails to give the employee an answer. The Chief shall give his answer within five (5) days of the meeting.

Step 3: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Township Trustees within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Township Trustees shall schedule a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his OPBA representative and any witness necessary to provide the required information for the rendering of a proper decision. The Township Trustees shall issue a written decision to the employee and his OPBA representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure contained in Article 12.

ARTICLE 12 ARBITRATION PROCEDURE

Section 1 In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within fourteen (14) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within these fourteen (14) days, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement cannot be reached, either party will promptly request the American Arbitration Association to submit a panel of arbitrators and will choose one by the alternative strike method.

Section 2 The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of the Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date giving rise to the grievance.

Section 3 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

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

Section 5 An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate of pay for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

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

Section 7 For this Article, the word "Day" shall be defined and used as under Article 11, Grievance Procedure.

ARTICLE 13 NON-DISCRIMINATION

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

Section 2 The parties to this Agreement shall not discriminate for or against any employee on the basis of membership in the OPBA.

ARTICLE 14 GENDER AND PLURAL

Section 1 Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

**ARTICLE 15
CONFORMITY TO LAW**

Section 1 This Agreement shall supersede any present and future State and Local Laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 2 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion had not been included herein.

Section 3 Should any provision or provisions of this Agreement be invalidated as outlined above, upon written request of either party, the parties shall meet within thirty (30) days to discuss the impact and to consider modification of the invalidated provision or provisions.

This Agreement may not be amended during its term except by mutual agreement. Either party may propose an amendment by so certifying in writing to the other party. Negotiations on the proposed amendment shall commence within thirty (30) days of such notification. If no settlement is reached, the provisions of the Agreement shall remain in effect.

**ARTICLE 16
DUTY HOURS**

Section 1 This Article is intended to define the normal work hours per week in effect at the time of the execution of this Agreement.

Section 2 The standard work period for all full-time employees covered by this Agreement, shall be forty (40) hours, per week, with two (2) consecutive days off. The standard work week shall commence on Sunday at 0001 hours and end on Saturday at 2400 hours. A standard work day shall be eight (8) hours of work within a twenty-four (24) hour period, and the work period shall begin at the employee's shift.

ARTICLE 17
OVERTIME PAY

Section 1 All employees, for work performed in excess of forty (40) hours in one week or eight (8) hours in one day, shall be compensated, at the employee's election, either at (a) the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all overtime, or (b) compensatory time computed at the same rate and to be taken in the future as approved.

Section 2 Both the overtime list and the forced overtime list shall be "zeroed out" January 1" of each year.

Section 3 For purposes of the computation of overtime, approved leave of absence with pay, vacation leave, holiday leave, personal day, sick leave and comp time shall be considered time worked.

Section 4 The Employer shall rotate all overtime work among the full-time bargaining unit employees in accordance with a rotation list which shall be determined by seniority. The employee first on the list shall be offered the overtime. Afterwards that employee will rotate to the end of the list and all other employees shall move up on the list of those eligible for overtime assignments. Overtime will be allocated as equally as possible among the bargaining unit employees. An employee who refuses the overtime will be considered to have worked the number of overtime hours he would have worked had he not refused the overtime. Employees unavailable to work the overtime, i.e. on duty or on paid leave, shall not be credited with overtime hours but shall remain on the top of the list until such time as they work or refuse the next overtime assignment when the employee is available.

Section 5 If all full-time employees refuse or are unavailable to work the overtime, the time may be then offered to part-time employees. If the overtime assignment cannot be covered, after offering the time to all full-time and part-time employees, the Police Chief can then order an employee to cover said time. The Police Chief can order an off-going bargaining unit member to cover up to the first four (4) hours of the assignment and for any additional time, the Police Chief can order in early, a bargaining unit member, who is scheduled to report to work, to cover the balance of the hours left in the overtime assignment. Employees, who can be ordered in, can elect to work the complete overtime assignment upon arrangement with the Police Chief. Employees ordered in shall be by seniority, with the least senior being ordered in and in a rotation basis.

ARTICLE 18
COMPENSATORY TIME

Section 1 Bargaining unit members may elect to take compensatory time off in lieu of cash payment of overtime, when an employee works in excess of the hours of work set forth in Article 16, Duty Hours and/or Article 17, Overtime Pay of this Agreement. Compensatory time shall be as follows:

- A. Employees earning compensatory time off may bank their time in their compensatory time bank at the rate of one and one-half (1-1/2) hours for each hour of overtime worked.
- B. Effective January 1, 2012 the maximum hours an employee hired prior to January 1, 2012 may bank in their compensatory time bank shall not exceed four hundred eighty (480) hours. All overtime worked that would be in excess of the four hundred eighty (480) hours shall be paid in cash at the regular overtime hourly rate of pay, and no additional hours shall be banked until a reduction from the four hundred eighty (480) hours maximum has been made.
- C. Effective January 1, 2012 the maximum hours an employee hired after January 1, 2012 may bank in their compensatory time bank shall not exceed one hundred twenty (120) hours. All overtime worked that would be in excess of the one hundred twenty (120) hours shall be paid in cash at the regular overtime hourly rate of pay, and no additional hours shall be banked until a reduction from the one hundred twenty (120) hours maximum has been made.
- D. When an employee has worked overtime and wishes to bank compensatory time, the employee shall notify the Police Chief of the employee's desire to bank compensatory time, and shall determine the amount to be banked. Those hours not banked shall be paid in cash to the employee under the normal overtime payment procedures.
- E. When requesting compensatory time off, requests for vacation and paid holidays will be honored first. Should two (2) or more employees request compensatory time off at the same time (same calendar day), priority of preference shall be given to the most senior employee. The use of compensatory time off will be approved so long as a Warren Township Peace Officer is willing to fill the vacancy created by the compensatory time off, so long as the Township determines that the vacancy needs to be filled and shall not be unreasonably denied. Time limits may be waived if it is deemed by the Chief or his designee to be an emergency situation.

F. Compensatory time off must be taken in one-half (1/2) hour increments.

ARTICLE 19 COURT TIME

Section 1 All off duty employees who are required to appear in court or an administrative agency pursuant to his actions as a law enforcement officer, no matter when such actions occurred, shall be paid two (2) hours at the rate of time and one-half (1-1/2) his regular hourly rate of pay, or the actual hours in appearance at the rate of time and one-half (1-1/2), whichever is greater.

ARTICLE 20 CALL OUT PAY

Section 1 Employees called in to work for a time period of less than four (4) hours when the employee is not on duty, shall be compensated not less than four (4) hours subject to the election of the method in which compensation is to be received as set forth within Section 1 of Article 17, Overtime Pay. However, an employee called out to work less than two (2) hours prior to the start of his regular shift shall not be eligible for the minimum call out, but shall instead be compensated for the actual time worked prior to his shift at the overtime rate.

ARTICLE 21 HOLIDAYS

Section 1 All full-time employees shall receive the following paid holidays:

New Years Day	January 1 st
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	4 th Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25 th
Employee's Birthday	

Section 2 Each employee, eligible to receive holiday pay, shall receive a separate holiday pay check, for those holidays the employee is eligible to receive. The holiday pay check shall be paid during the pay period that includes the date of November 1st, but no later than November 7th.

Those employees, who are in their first year of service with the Employer, will be eligible for holiday pay for those holidays that occur after their date of hire.

Section 3 Any employee who is required to work on any of the aforementioned holidays shall be paid at the rate of time and one-half his regular hourly rate of pay in addition to receiving the holiday pay. Any employee who is required to work overtime on a "Holiday" is to be paid at the rate of two and one-half times (2-1/2) his regular rate of pay.

ARTICLE 22 VACATIONS

Section 1 Effective January 1, 2012 each full-time employee hired prior to January 1, 2012 shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Weeks</u>
After completion of one (1) year	One (1) week of vacation leave
After completion of two (2) years	Two (2) weeks of vacation leave
After completion of five (5) years	Three (3) weeks of vacation leave
After completion of twelve (12) years	Four (4) weeks of vacation leave
After completion of eighteen (18) years	Five (5) weeks of vacation leave

Section 1A Effective January 1, 2012 each full-time employee hired after January 1, 2012 shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Weeks</u>
After completion of one (1) year	One (1) week of vacation leave
After completion of three (3) years	Two (2) weeks of vacation leave
After completion of five (5) years	Three (3) weeks of vacation leave
After completion of fifteen (15) years	Four (4) weeks of vacation leave
After completion of twenty (20) years	Five (5) weeks of vacation leave

Section 2 Earned vacation leave shall be awarded on January 1st of each year of this agreement, all in accordance with the vacation schedule in Section 1 above. The employee's length of service shall be determined by the number of years an employee has been employed as of his anniversary date of hire occurring within the calendar year in which the vacation is awarded, provided the employee is employed by the Employer at that time.

Section 3 Employees shall be allowed to carry over vacation time from year to year with a maximum bank of two (2) weeks. Employees may cash out two (2) weeks of vacation time in the

year earned, rather than taking the time off work. Requests for vacation cash out must be made prior to the end of a pay period, in order to be paid in that pay period. Payment will be in a separate check.

Section 4 Vacation leave time shall be taken at the discretion and preference of the employee.

Section 5 An employee who has earned vacation leave time by reason of being employed in the Police Department, shall be able to transfer his vacation leave time to another Township department should the employee elect such a transfer.

Section 6 Any employee who quits or retires and has unused vacation leave shall receive such vacation leave.

Section 7 Vacation leave requests shall be made from January 1st to March 31st. If more than one (1) request is made for the same date or an overlap shall occur of vacation request, seniority shall have preference. Any vacation requests that are made after March 31st may be granted by the Chief of the Township Police Department on a first come, first served basis and in such a manner to maintain the greatest efficiency of the department.

Section 8 Any employee of the Employer who has accumulated and earned vacation time from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other employer, shall be allowed to transfer said vacation time and credit to his accumulate vacation time with the Employer.

Section 9 Vacation leave time shall be used in segments of one (1) day.

ARTICLE 23 SICK LEAVE

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

Section 2 All full-time employees shall earn sick leave at the rate of one and one-quarter (1-1/4) days per month and may accumulate such sick leave up to a maximum of two hundred (200) days.

Section 3 An employee who is absent on sick leave shall be required to notify the employee's immediate supervisor of such absence and the reason therefore, no later than one (1) hour before the start of his work shift each day he is to be absent.

After four (4) continuous sick days, the employee shall provide to the employer a written medical/doctor excuse, if requested by the Chief.

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

Section 5 When the use of sick leave is due to illness or injury in the employee's immediate family, "immediate family" shall be defined to only include the employee's spouse; children or step-children; or parents. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's spouse; mother; father; step-parent; child or step-child; brother sister; father- or mother-in-law; grandparents; brother- or sister-in-law; and grandchildren.

Section 6 An employee who transfers from the Police Department to another department of the Employer, shall be allowed to transfer his accumulate unused sick leave to the new department.

Section 7 Any employee who has accumulated sick leave earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other political employer shall be allowed to transfer said accumulation to his sick leave accumulation with the Employer, providing that such sick leave accumulation shall be limited to the existing maximum accruable amount in effect in this Agreement at the time of said transfer.

Section 8 Upon the retirement of a member of the bargaining unit, said employee shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement multiplied by the total number of Township earned accumulate but unused sick leave days as certified by the Township Fiscal Officer, providing that such resulting number of days to be paid shall not exceed one hundred twenty (120) days.

Section 9 An employee eligible for cash payment pursuant to Section 8 above, may at the employee's option elect to take an early retirement with the monetary value of such cash payment being applied towards said early retirement.

Section 10 The Employer may grant temporary leave without pay for a period of time not to exceed one hundred eighty (180) days per calendar year upon written request of the employee to the Employer. Such request shall not be unreasonably denied.

Section 11 Each member of the bargaining unit shall receive incentive payments for non-use of sick leave as follows: First quarter with no use of sick leave-\$25.00; first and second quarter with no use of sick leave-\$50.00; first, second and third quarter with no use of sick leave-\$75.00; and for first, second, third and fourth quarter with no use of sick leave-\$100.00. Payments shall be made to eligible employees in the first pay period after the close of the calendar quarter. Quarter payments shall remain at \$100.00 per quarter if no sick leave is used for following quarters. Any use of sick leave during a quarter terminates the employee's eligibility until she/he becomes eligible by non use of sick leave in future quarters.

Section 12 An employee who is unable to work due to sickness, injury or illness, and has exhausted all available leave shall be granted leave without pay for up to one (1) year, if a written request has been made and granted by the Employer. Any employee granted leave as set forth herein without pay shall be reinstated at his rank and pay status without loss of seniority accrued to the date of leave, provided the employee makes a written request to the Employer to return to employment.

ARTICLE 24 PERSONAL LEAVE

Section 1 Effective January 1, 2012 all employees hired prior to January 1, 2012 shall, in addition to all other leave benefits, be granted three (3) personal leave days each year which are to be taken within the year earned, which shall not be deducted from sick leave.

Section 1A Effective January 1, 2012 all employees hired after January 1, 2012 shall, in addition to all other leave benefits, be granted two (2) personal leave days each year which are to be taken within the year earned, which shall not be deducted from sick leave.

Section 2 Personal days shall be taken at the discretion of the employee.

ARTICLE 25 FUNERAL LEAVE

Section 1 An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the death of a member of the employee's family.

Section 2 The employee shall be entitled to a maximum of three (3) work days for each death in his family.

Section 3 Any employee selected as a pallbearer shall be entitled to one (1) day off with pay.

Section 4 Family shall mean husband, wife, father, mother, grandparents, mother/father-in-law; brother, sister, children, step-children, step-parents, and grandchildren.

ARTICLE 26 ON-DUTY INJURY LEAVE

Section 1 In the event of a service-connected injury, incurred in the active discharge of duty, the employee shall receive full pay and benefits for a period of time not to exceed one hundred eighty (180) calendar days from the date of injury. The Employer may grant additional injury leave on a case-by-case basis for such additional injury leave time as the injury may warrant.

Section 2 Before any employee, who has made application to the Employer for benefits under this Article, is entitled to receive any benefits under this Article, they shall first make application for Worker's Compensation benefits. They must also complete an On-Duty-Injury report and Reimbursement Agreement with the Employer as soon as possible following the injury.

Section 3 Upon approval of an injury claim by Worker's Compensation, the employee shall pay to the Employer all income benefits paid to the employee by Worker's Compensation for the period of time during which the employee received full pay.

Section 4 To apply for benefits under Section 1 above, a written application shall be made to the Employer, accompanied by a certificate from a registered physician stating that such employee is unable to work, and that such disability is the result of or is connected to the duties of such employee

Section 5 In the event such on-duty-injury is disallowed by the Bureau of Worker's Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave after all appeals have been exhausted.

Section 6 Whenever a bargaining unit member is required to stop working because of a service connected injury or disability, he shall be paid for the remaining hours of that work day and such time shall not be charge to leave of any kind.

ARTICLE 27 JURY DUTY

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

**ARTICLE 28
COMPENSATION/LONGEVITY**

Section 1 Effective January 1, 2012 those employees hired after January 1, 2012 shall be compensated based on the percent of the Patrolman's rates set forth in Section 2 as per the following schedule:

	<u>01/01/2012</u>	<u>01/01/2013</u>	<u>01/01/2014</u>
Start	70%	70%	70%
After 6 months.	75%	75%	75%
After 12 months	80%	80%	80%
After 24 months	85%	85%	85%
After 36 months	90%	90%	90%
After 48 months	95%	95%	95%
After 60 months	100%	100%	100% current hire rate

Section 2 Effective January 1, 2012 all employees hired prior to January 1, 2012 shall be compensated as follows:

	<u>12/31/2011</u> (Ending Rate)	<u>01/01/2012</u>	<u>01/01/2013</u>	<u>01/01/2014</u>
Patrolman	\$21.80	\$21.80	\$21.80	\$21.80
Investigator	\$22.50	\$22.50	\$22.50	\$22.50
Sergeants	\$23.60	\$23.60	\$23.60	\$23.60

Section 3 Effective January 1, 2009 employees shall receive a "shift differential" of forty cents (\$.40) per hour for all hours worked on afternoon and midnight shifts.

Section 4 Effective January 1, 2009 all employees shall receive a longevity payment, after the completion of the required length of continuous full-time service, according to the following schedule:

<u>Seniority</u>	<u>Payment</u>
After completion of five (5) years	\$450.00
After completion of ten (10) years	\$700.00
After completion of fifteen (15) years	\$925.00
After completion of twenty (20) years	\$1,150.00

Effective on the pay period following the anniversary date the longevity payment shall be paid to the employee in a lump sum less required deductions. However, for overtime pay purposes thereafter the longevity amount shall be calculated to an hourly rate and factored and included in for overtime pay.

Section 5 Effective upon execution of this Agreement, each employee's payroll stub shall contain information on a year to date (YTD) basis of income; taxes; deductions and sick hours; vacation leave; compensatory time totals; in addition to the information currently provided.

ARTICLE 29 SCHEDULING

Section 1 Shift preference shall be granted on a seniority basis to be effective January 1st and July 1st of each year, as nearly as possible taking into account the efficient operation of the department.

Section 2 Shift preference selection must be submitted no later than sixty (60) calendar days prior to January 1st and July 1st of each year. Said shift selections shall be made in writing to the Chief of Police.

Section 3 The Chief of Police will then post the schedule, based on the employee's shift selection no later than thirty (30) calendar days prior to January 1st and July 1st of each year.

Section 4 The Department will post a one (1) month schedule and attempt to incorporate the principles of this article, realizing that limited personnel may make full attainment impractical from time to time.

Section 5 There will be a summer schedule with an added shift. This position will be filled either by the Sergeant, or shift selection made by seniority.

Section 6 Every good faith effort will be made to have two (2) patrol personnel on a shift.

Section 7 Emergency variations will be encountered and may be exceptions to these rules.

ARTICLE 30 APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES AND DIRECTIVES

Section 1 The Union recognized that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and

directives consistent with statutory authority, to regulate the personal conduct of employees while on duty and the conduct of the Employer's services and programs.

Section 2 The parties recognize that it is the philosophy of the Employer that, to the extent possible, employees may be put on notice, in writing and in advance of any alleged violations, of conduct expected of them by the Employer and by their fellow workers. The parties further understand that it is the interest of the Employer to protect the rights and well-being of all employees of the Employer, while not unduly restricting the generally accepted individual rights of any employees. Therefore, the Employer cannot promulgate written work rules in an attempt to establish standards of personal conduct of employees off duty. The Union does not acknowledge unwritten work rules. Therefore, a matter not governed by a written work rule shall be governed by past practice.

Section 3 The Employer agrees that every member at each facility shall have access to the work rules for the duration of this Agreement. Copies of newly established work rules, or amendments to existing work rules will be furnished to and discussed with the appropriate non-employee Union official at least fifteen (15) work days prior to the effective date of such rules or amendments. Should any work rule conflict with law or with specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict.

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

Section 5 The Employer agrees to give the Union notice and the opportunity to discuss and provide input with respect to any additions or amendments to the Township policy manual, Police Department Rules and Regulations or standard operation procedures. However, the Employer, either through the Trustees or the Police Chief, has the sole and exclusive right to make such additions or amendments. The parties agree that the application of such additions or amendments is subject to the grievance procedure.

**ARTICLE 31
UNIFORM ALLOWANCE**

Section 1 Effective January 1, 1991 all employees shall receive an annual uniform allowance in the amount of five hundred dollars (\$500.00). The allowance shall be disbursed to the employee upon the presentation of a voucher. Any items purchased under this Article shall become the property of the employee. Each employee may purchase only one (1) off-duty weapon out of this allowance for the duration of this Agreement.

Section 2 On or about the pay period that includes November 1st of each year of this Agreement, bargaining unit members shall receive a maintenance allowance for uniforms in the amount of two hundred dollars (\$200.00).

Section 3 The Employer shall replace equal to or better than each employee's bullet proof vests in accordance with the manufacturer's warranty.

Section 4 The Employer shall replace each employee's ammunition every twelve (12) months with factory loaded ammunition.

Section 5 The Employer shall comply with the State of Ohio's standards on weapon qualification for each weapon carried by the employees.

Section 6 If the Chief of Police makes a uniform change that would alter the color, style or make-up of the uniforms worn by bargaining unit members, the change must be approved by the Board of Trustees prior to the change taking place. The Township shall pay for the initial costs of this change. Once the employee's have completed the uniform change, any and all future purchases of the new uniform shall be made through this article, sections 1-5.

**ARTICLE 32
INSURANCE**

Section 1 The Employer agrees to provide a hospital, medical, surgical, prescription drug and dental insurance plan to all members of the bargaining unit, as well as his or her qualifying family members, if elected by the Employee. Effective and retroactive to January 1, 2009 the Township shall not be responsible for reimbursement and/or payment to the employees for any employee or family member's prescription or healthcare insurance benefit co-payment, deductible or non-insured healthcare services, which are the responsibility of the employee.

Section 2 The Employer shall provide dental insurance coverage together with 100% payment coverage for preventive dental care at no cost to the employee.

Section 3 The Employer has created a "Health Insurance Committee" which consists of the following: One (1) Representative, chosen by the Board of Trustees; One (1) member from the OPBA and chosen by the OPBA membership; One (1) member from the OCSEA and chosen by the OCSEA membership; and, One (1) non-bargaining unit employee chosen by those employees, excluding the Board of Trustees. The purpose of this committee is to investigate other plan designs and/or policies that may provide a savings in health insurance costs. The committee shall make recommendations to the Township Trustees concerning a plan design and/or policy. Any changes in the service levels established in Section 1 and 2 above must be a result of the workings of the "Health Insurance Committee" and cannot be unilaterally changed without the prior written agreement with a majority of the "Health Insurance Committee". A seven (7) day written notice prior to the meeting shall be given by the fiscal officer as to the date, time and location of the meeting.

If the Health Insurance Committee is formed and a representative does not participate as outlined herein, said committee will continue and function and make its recommendations without the input from the missing representative(s).

Section 4 The insured plan as described herein shall remain in effect for the duration of this agreement, unless the "Health Insurance Committee" established above recommends a change in the plan design and/or policy in which event, the recommendation shall be transmitted to the Board of Trustees for consideration for adoption.

Section 5 Effective and retroactive to January 1, 2009 employees hired prior to January 1, 2009 and enrolled in the insurance plan shall contribute five percent of the insurance premium cost through payroll deduction based on the election of the employee in the following groups; single coverage, employee with dependents coverage, employee/spouse coverage or employee family coverage as determined by the enrollment of the insurance plan. The contribution from the employee's payroll shall be "pre tax" as allowed by law. All employees hired after January 1, 2009 and enrolled in the insurance plan shall contribute ten percent of the insurance premium cost through payroll deduction based on the elections listed above. Premiums shall be reviewed in January and at the June insurance renewal date by the township fiscal officer and payroll deductions adjusted accordingly for any contractual increase or decrease in premium rates imposed by the carrier. Health insurance premiums shall be deducted in the first and second pay periods of the

month from the qualifying employees pay after the one time adjustment caused by the retroactivity of this contract to January 1, 2009.

Section 6 The Employer will provide and pay the full premium for all members of the bargaining unit, a life insurance policy in the face value of fifty thousand dollars (\$50,000.00). When an employee is laid off, the Employer shall continue to provide hospitalization and life insurance coverage in full force for a period of three (3) months from the effective date of the layoff.

Section 7 If an employee is covered by their spouse's hospitalization and medical service coverage, said employee shall be eligible for the following cash payment, upon providing a written request to the Township Trustees.

Coverage Change

Quarterly Payment

Waiver of coverage on all Hospitalization
Prescription and Medical Services

\$375.00

Section 8 Quarterly payments under this article shall be made in pay periods closest to March 31st; June 30th; September 30th; and December 31st in each year of this Agreement.

Section 9 An employee opting out of insurance coverage under Section 8 above may opt back into coverage by providing the Township Trustees with thirty (30) days written notice. If the employee opts back in for coverage within the quarterly period, the payment for that time period shall be forfeited.

**ARTICLE 33
LAYOFF AND RECALL**

Section 1 When a layoff is necessary due to lack of funds or lack of work, the Employer shall notify the effected employees in writing at least thirty (30) days in advance of the effective date of layoff. The Employer, upon request from the OPBA, agrees to discuss with representatives of the OPBA, the impact of the layoffs on the bargaining unit employees.

Section 2 The Employer shall determine in which classification layoffs will occur and layoffs of bargaining unit employees will be within the affected classifications in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Before any full-time employee may be laid off, all part-time/reserve employees will be first laid off.

Section 3 Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Section 4 Notice of recall shall be sent to the employee(s) by registered mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last known mailing address of the employee.

Section 5 The recalled employee shall have ten (10) calendar days following the date of the receipt of the recall notice to notify the Employer of the employee's intent to return to work. The employee must return within two (2) weeks from the date he/she informs the employer. Failure to return forfeits all recall rights.

Section 6 For this Article, the word "Day" shall be defined and used as under Article 11, Grievance Procedure.

ARTICLE 34 LEGAL DEFENSE/LIABILITY

Section 1 The Township hereby assumes the responsibility for providing the legal defense of any lawsuit against any bargaining unit member alleged to have arisen out of any act or failure to act within the scope of the patrolman's regular duties, provided that such act or failure to act was not malicious, or motivated for private gain and did not constitute misfeasance, malfeasance, or nonfeasance.

Section 2 The Township shall hold any such officer harmless from cost or liability arising out of the good faith performance of his official duties.

Section 3 The Township will provide professional liability insurance for each member, at the Township' expense, in the amount of five hundred thousand dollars (\$500,000.00) per person and per incident. This coverage will protect the member from all liability which may arise from the performance of his duties.

ARTICLE 35 POSTING

Section 1 The Chief will make available, at the Township police station, copies of all policies, and rules and regulations.

Section 2 The Chief will arrange a location in the police station, immediately accessible to the OPBA members, and/or the bargaining unit members. A space will be provided for a bulletin board for posting of OPBA business. The bulletin board will be provided by the OPBA members.

ARTICLE 36 LABOR MANAGEMENT SAFETY COMMITTEE

Section 1 The bargaining unit members shall designate two (2) members to represent the OPBA, and the Township shall have a member of the Township Trustees and the Chief of Police to represent the administration, and will meet on a quarterly basis by the calendar year.

Section 2 The bargaining unit members shall submit an agenda ten (10) days prior to the meeting date, of the items open for discussion and recommendation. The administration shall reply at the meets of an affirmative action that could be taken, or will be taken, and discuss the request that cannot be compromised.

Section 3 A letter shall be typed with the agenda items and the disposition of the request and such letter shall be forwarded to the Township Trustees.

ARTICLE 37 TRAINING

Section 1 ~~Recognizing the need for employees to receive training on an on-going basis to~~ ensure that up-to-date methods and procedures are used in law enforcement, the Employer shall consider requests from employees to attend such training.

Section 2 All requests for training under this Article are to be submitted to the Township Trustees through the Chief of Police. A request for training which is reasonable and appropriate shall not be arbitrarily denied. Payment for any approved training shall be made directly to the provider. Any legitimate expense incurred by the employees attending approved training shall be reimbursed following submission of receipts, and said expenses do not exceed the limits established in Section 4 below.

Section 3 Employees attending training under this article shall be paid their appropriate rate of pay under the Fair Labor Standards Act (FLSA) while attending and traveling to and from said schools or courses. The employee may not take the pay in the form of compensatory time.

Section 4 The Employer will provide each employee a yearly "Training" fund account to cover all related costs (i.e. fees; meals; rooms; etc.) associated with the employees receiving appropriate

training under this article. The "Training" fund account for each employee will be in the amount as follows:

Sergeants and Investigators	\$1,000.00
Patrol Officers	\$ 750.00

Employees will be required to complete appropriate law enforcement/criminal justice training courses each year under this Article. Employees will have the freedom to select said training classes; courses; programs; etc., that are acceptable and meet the standards of law enforcement/criminal justice training and are offered by acceptable training organizations (i.e. OPTA; local colleges or universities; accredited training firms).

Employees shall be required to schedule and attend yearly training classes, with a cost equivalent of at least five hundred dollars (\$500.00). Employees, who have not scheduled individual training under this section, shall have the Employer schedule said training, and the employee shall be required to attend said training. Failure to schedule and/or attend training under this article shall be cause for disciplinary action under this agreement.

Employees may carryover to the next calendar year only, unused training funds. Employees must make a written request to carryover unused training funds and the purpose of said request.

Lunch for a one day training session will be reimbursed only if it is not included in the seminar/training fee. The cost of the luncheon will be calculated towards the employee's yearly allowance of training charged against the employee's training fund allowance. Warren Township's general travel policy in effect as of January 1, 2009 will be adhered to for any business travel.

Section 5 The number of employees approved to attend training shall be determined by the Employer's ability to adequately maintain the departmental staffing needs in the absence of the employee(s) in approved training and/or courses.

Section 6 State mandated training (for example: Firearms qualifications) shall not count against the training requirements under this article. "No cost training" shall be monitored in such a way as not to impact the staffing and normal police department operations. If "no cost training" creates staffing levels which would require additional overtime costs in order to maintain appropriate staffing levels, such training may be denied.

ARTICLE 38 PERSONNEL FILES

Section 1 Understanding that in the administration of the Township Police Department the Employer maintains individual personnel files, the employee shall be permitted to review their personnel file with at least two (2) days written request.

Section 2 Should an employee, upon review of his file, read and/or observe material of a negative or derogatory nature, said employee may provide a written and signed comment in rebuttal, mitigation, or explanation of said material. Such comment shall remain in the employee's file so long as the negative material remains.

Section 3 When an employee is charged with or is under investigation for contended violations of department rules and regulations, reasonable efforts consistent with applicable law should be made to withhold publication of the employee's name and extent of the disciplinary action taken or contemplated until such time as a final inter-departmental ruling has been made and served on the employee.

Section 4 The Chief will provide a list of the described violations as to the seriousness of the violation and defined as a major or minor violation of departmental rules, regulations or departmental operating procedures.

ARTICLE 39 MEDICAL EXAMINATIONS

Section 1 Examinations are intended to guard the health and safety of employees. Exams may be ordered by the Board of Trustees based upon reports of inadequate performance or upon a concern for an employee's ability to perform the material and substantial duties of their position. The medical opinion shall be limited to the employees' ability to perform the material and substantial duties of the employee's position and if the employee presents any harm to himself or others.

Section 2 Employees shall be given written documentation of the reasons for the requested examination at the time the request is made. An employee's refusal to submit to a medical examination may be grounds for discipline, up to and including discharge. The employee must be told they should speak to a union representative prior to any contemplation of discipline.

Section 3 If the Township's doctor finds the employee is unable to perform the material and substantial duties of their position, the employee shall be placed on paid administrative leave until

the employee has been seen by their personal physician. If their personal physician agrees with the Township's doctor, the employee may use any and all leave time available to them to attempt to get disability coverage from the State. If the Township's doctor and the employee's doctor do not agree on the condition of the employee, the parties shall mutually agree to a specialist to make the final determination.

Section 4 The cost of any and all examinations shall be paid by the Township. These costs shall include the travel time to and from the doctor's office and the actual time spent having the examination conducted.

ARTICLE 40 PROBATIONARY PERIOD

Section 1 A new full-time employee will be required to successfully complete a probationary period in his new position. The probationary period for a new full-time employee shall begin on the effective date of the promotion and continue for a period of six (6) months. Probationary employees shall have a performance evaluation at the conclusion of each sixty (60) calendar day periods. The performance evaluation and any performance difficulties shall be personally discussed with the employee. The employee shall be furnished a copy of the performance evaluation.

Section 2 The probationary employee may be removed at any time during his probationary period without recourse. Probationary employees are not subject to the grievance procedure for purposes of discipline.

Section 3 A newly promoted full-time employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted full-time employee shall begin on the effective date of the promotion and continue for a period of three (3) months. Probationary promoted employees shall have a performance evaluation within forty-five (45) calendar days from the commencement of the probationary period. The performance evaluation and any performance difficulties shall be personally discussed with the employee. The employee shall be furnished a copy of the performance evaluation. A newly promoted full-time employee, who evidences unsatisfactory performance, shall be returned to his former position any time during the employee's probationary period. Any employee failing the promoted probationary period shall be furnished the rationale for the failure of the employee to perform the duties the employee was promoted into.

ARTICLE 41 SENIORITY RIGHTS

Section 1 In all matters wherein the Employer shall give consideration and evaluate two (2) or more employees within a classification on a comparative basis, such as, but not limited to shift selection, job vacancies, vacation selection, said selection shall be awarded on the basis of seniority should all other factors in the evaluation process be considered equal.

Section 2 Computation of seniority will be computed by the continuous years of service with the Warren Township Police Department, based upon the date of hires as a full-time police officer.

Section 3 A break in continuous service shall occur when an employee:

1. quits or resigns;
2. is discharged;
3. retires;
4. is laid off for a period of time in excess of eighteen (18) months;
5. is absent without leave for three (3) consecutive work days or more;
6. fails to return from a leave of absence upon expiration or cancellation; or,
7. fails to report to work within ten (10) calendar days of the date of recall.

ARTICLE 42 PROMOTIONS

Section 1 Vacancies in positions above the lowest rank shall be filled by promotions. No positions shall remain vacant, or be filled on a temporary basis in excess of one hundred eighty (180) days. A layoff situation shall not constitute a vacancy. However, this Article shall not apply to the filling of one administrative post above the rank of Sergeant that may be created in the future. It is understood and agreed that the Employer shall have full discretion in filling this administrative post.

Section 2 All job vacancies shall be filled according to merit and fitness ascertained through objective, written, competitive examination, administered from outside the Police Department, by a person(s) selected by the parties and paid by the Township. The employee attaining the highest score on the examination shall be promoted.

Section 3 No employee shall be eligible for promotion under these provisions who has not satisfactorily completed two (2) years of service as a full-time police officer on the Warren Township Police Department.

Section 4 If no applications are received, or if none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

ARTICLE 43 WAIVER IN CASE OF EMERGENCY

Section 1 In cases of emergency declared by the President of the United States; the Governor of the State of Ohio; the Federal or State legislatures; such acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

1. Time limits for management or the Union's replies on grievances; and,
2. All work rules and/or provisions of the Agreement or practices directly relating to the assignment of employees.

Section 2 Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement after giving written notice to the union and union representatives.

ARTICLE 44 DRUG FREE WORKPLACE

Section 1 The Ohio Bureau of Workers Compensation Drug Free Workplace Program (DFWP) is hereby adopted with Level 1 to be implemented on or after January 1, 2010 but as soon as practicable; Level 2 implemented on January 1, 2011 but as soon as practicable; and Level 3 implemented on December 31, 2011 but as soon as practicable.

ARTICLE 45 DURATION OF AGREEMENT

Section 1 This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein shall become effective **January 1, 2012** and shall remain in full force and effect until **December 31, 2014**.

Section 2 If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2014, notice of such a desire shall be given prior to November 1, 2014. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract.

ARTICLE 46
EXECUTION

Section 1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 26th day of JUNE, 2012.

For Warren Township

For the OPBA

Terry Ambrose

Kay J. Anderson

Cheryl A. Zeb

D. H.

P. L.

J. B.