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AGREEMENT

BETWEEN

BOARDMAN TOWNSHIP

AND THE

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA) PATROL OFFICERS

January 1, 2012 to December 31, 2014

SERB Case Number:

2011-MED-10-1483

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ARTICLE 1
AGREEMENT

Section 1. Agreement. This agreement is made by and between the Township of Boardman, hereinafter referred to as the "Township" or "Employer," and the Ohio Patrolmen's Benevolent Association (OPBA), representing those officers who have the rank of Patrolman, hereinafter referred to as the "Association" and/or "Union." This agreement is intended to formalize the articles approved by the Negotiating Committees of the Township and the Association. The negotiation committee shall be composed solely of duly elected members of the bargaining unit and the OPBA.

Section 2. Purpose. This agreement is made for the purpose of promoting cooperation and harmonious relations between the Township and its police employees.

Section 3. Legal References. Should any part of this agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this agreement by any such tribunal, such invalidation or restraint shall not invalidate or affect remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of such invalidation or restraint of any portion or all of these negotiations shall not be required if the invalidation occurs in the last eighteen (18) months of the contract.

ARTICLE 2
RECOGNITION

Section 1. Recognition. The Township hereby recognizes the Ohio Patrolmen's Benevolent Association (OPBA) as the sole and exclusive bargaining agent of all sworn police officers employed by the Township of the rank of patrolman for the purpose of collective bargaining about any and all matters related to wages, hours and working conditions.

Section 2. Inclusion. The bargaining unit shall include all sworn police employees of the rank of patrolman.

ARTICLE 3
DUES DEDUCTION/FAIR SHARE FEES

Section 1. Union Membership. All employees in the bargaining unit shall be eligible to become members of the Union and to retain such membership.

Section 2. Dues Deduction. The Township, pursuant to law, will deduct monthly dues, assessments, and initiation fees as designated by the treasurer of the Union. This is to include uniformly required membership dues and assessments of the Union. Deductions are to be made on the basis of individually signed authorization check-off cards unless otherwise provided by law. The Township will deduct back Union dues upon obtaining an employee signature on an authorization card specifically for this purpose, and the deductions shall be transmitted to the Association no later than ten (10) days following the end of the first pay period of each month.

Section 3. Indemnification. The Union shall defend and indemnify the Employer against any and all claims or demands against it arising out of these deductions.

Section 4. Fair Share Fees. In recognition of the Association's services as the bargaining representative, all employees of the bargaining unit not electing membership shall share in the financial support of the Association by paying to the Association a fair share fee. The assessment and collection of all fair share fees, including but not limited to automatic payroll deductions, shall be in accordance with the Ohio Revised Code Section 4117.09(C). The deductions shall be transmitted to the Association no later than ten (10) days following the end of the first pay period of each month.

Section 5. Fair Share Fee Deduction Procedure. Sixty (60) days after the commencement of employment, employees not electing to hold membership in the Union will as a condition of employment pay the Union a fair share fee. The Union warrants to the Employer that it shall administer its fair share fee rebate procedure in accordance with state and federal law. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. Management Rights. Except to the extent otherwise limited or modified by this Agreement, the Township retains the right and responsibility:

A. To direct the work of police officers.

B. To determine the mission of the police department and the personnel, methods, means and procedures necessary to most efficiently fulfill that mission.

C. To determine the size and composition of the work force.

D. To suspend, demote, discipline or discharge officers for just cause.

E. To take actions as may be necessary to carry out the mission of the police department in emergencies.

F. To hire, schedule, transfer and assign officers in accordance with law and the provisions of this Agreement.

G. To recruit, select and determine the qualifications and characteristics of new officers

H. To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient governmental operations.

I. To train or retrain officers as provided, however, that the Chief of Police will confer with a committee designated by the Association comprised of no more than two (2) bargaining unit members in formulating training and retraining policies; and,

J. To do all other things which the Township Trustees deem necessary and proper in the operation and management of the police department.

ARTICLE 5
MID-TERM BARGAINING

Section 1. Waiver. To the extent that the parties have negotiated and reached agreement over an issue, no changes in this Agreement shall be negotiated during the duration of this Agreement unless there is a written accord by and between the parties hereto to do so. The written accord shall contain a list of those matters to be subject of such negotiations. Any negotiated changes to be effective and incorporated in this Agreement must be in writing and signed by the parties.

Section 2. Mid-Term Bargaining. If the Employer is contemplating any changes that would effect conditions of employment for bargaining unit members not otherwise provided for in this Agreement, then the Employer, prior to making such change, shall inform the Union of the proposed change and negotiate with the Union over such action. In the event that the parties are unable to reach agreement, the Employer may implement and the Union shall have the ability to grieve the reasonableness of the Employer's decision.

ARTICLE 6
APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES AND DIRECTIVES

Section 1. The Association recognizes that the Township, 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 at work, and the conduct of the Township's services and programs.

Section 2. The Township agrees that to the extent any work rules have been or will become reduced to writing, every member shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished directly to each bargaining unit member. Should any work rules conflict with law or with the specific provisions of this Agreement, such rules shall be invalidated to the extent of this conflict.

Section 3. It is the Township's intention that work rules, policies and directives are to be interpreted and applied uniformly to all employees under similar circumstances. Any member against whom such rules, policies and directives enforced may challenge their uniformity of application or interpretation as to him/her.

Section 4. The Township shall furnish all members of the Association with a copy of its existing work rules, as soon as available, and a copy of this Agreement. Failure to provide a copy of such

rules will deem disciplinary action for the violation of any of the rules null and void, until such time that the members are furnished with a written copy of said rules. Electronic and/or computerized distribution of short-term work rules and/or regulations, accompanied by a general posting, shall satisfy the distribution requirement of this section.

Section 5. All new members for the duration of this Agreement shall be supplied with a personal copy of all work rules, policies and directives.

Section 6. The Township may permit participation by the Association in the preparation and promulgation of the work rules and procedures governing the Department.

ARTICLE 7
NON-DISCRIMINATION

Section 1. Non-Discrimination. Neither the Township, its agents, agencies or officials, nor the Association or its agents or officers, will discriminate against any police officer on the basis of age, sex, marital status, race, color, religion, national origin, political affiliation or handicap as provide under state or federal law, or for the purpose of evading the spirit of this Agreement. The Township agrees not to interfere with the desire of any sworn police officer to become or remain a member of the Association.

Section 2. All references in this Agreement to the male gender shall be construed to be equally applicable to females.

ARTICLE 8
NO STRIKE-NO LOCKOUT

Section 1. No Strike. The Association agrees that neither it, its officers, agents, nor representatives will authorize, instigate, cause, aid, condone or participate in any strike or work stoppage by its members for the duration of this Agreement. The Trustees understand that this no strike commitment by the Association shall not apply to any item which is contractually subject to negotiation by the parties during the contract term, and that the no strike provision is not an expressed or implied acquiescence by the Trustees that police officers have the right to strike under Ohio law.

Section 2. No Lockout. The Township agrees that neither it, its Trustees, officers, agents, nor representatives will authorize, instigate, cause, aid, condone or participate in any lockout of bargaining unit members.

ARTICLE 9
MEETINGS

Section 1. Meetings. The Township Trustees or the Township Administrator (at the instance of the Trustees) and/or the Chief of Police will meet as often as the parties deem necessary.

Section 2. The Township agrees to make a good faith effort to keep the Association informed of all matters having an effect upon the employment relations and/or working conditions of employees in the bargaining unit.

Section 3. Duly elected Association delegates or alternates to the annual conventions, Presidents Conferences, and/or Executive Board meetings of the Association, who are in the bargaining unit, shall be granted time off without pay for the purpose of participating in such conventions.

The Township agrees to provide the Co-Directors of the Association time off with pay for a period of four (4) days per year in total, to attend recognized seminars, meeting and conventions of the Association.

The Association shall give the Township notice by January 15 of each year of the dates needed off for the conventions.

ARTICLE 10
REDUCTION IN FORCE & RECALL

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the Boardman Township Municipal Civil Service Commission governing work force reductions.

Section 2. Notice. Whenever the Employer determines that a lack of work, lack of funds, or reorganization in the operations of the Employer requires a reduction in force (i.e., layoff or job abolishment), the Employer shall notify the affected employee(s) in writing at least thirty (30) calendar days prior to the date of the reduction. Upon the request of the OPBA or Association, the Township agrees to discuss, with representatives of the OPBA or Association, the impact of the layoff on bargaining unit employees.

Section 3. Procedure. Whenever the Employer determines that a lack of work or lack of funds exists or that a reorganization in the operations of the Employer is necessary, a reduction in force (i.e., layoff or job abolishment) may occur. If initiated, the bargaining unit member with the least departmental seniority within the affected classification/rank shall be the first to be laid off. Departmental seniority is calculated in accordance with Article 15, Section 1, Seniority. Notwithstanding any other provision of this contract, all part-time police officers shall be laid off prior to a reduction of any full-time police officer.

Section 4. Bumping Rights. Provided that such is provided for in the Boardman OPBA Rank Contract, an officer residing in a higher classification/rank within the Boardman Township Police Department, who is subject to reduction, may utilize his departmental seniority, if possible, to displace the unit member with a lesser amount of departmental seniority residing in a lower classification/rank.

Section 5. Recall Rights. Members on layoff shall remain on a layoff list for three (3) years, and the Township shall recall from that list in the reverse order in which members were laid off,

before hiring anyone else in the classification from which members are on layoff. Employees shall be given fourteen (14) calendar days advance notice of recall, and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is any dispute between a police officer and the Township or its duly authorized representative not amenable to appeal by the employee to the Civil Service Commission, involving the interpretation or application of this Collective Bargaining Agreement. Disputes arising in contract negotiations, including resolution of wage packages, are not grievances subject to the arbitration provision.

A grievance may be started by the employee or the Association representative starting at Step One, or by the Association starting at Step Two. Grievances must be started within seven (7) days of when the grievant knew or reasonably should have known of the occurrence that initiated the dispute. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Township prior to the filing or starting of the grievance. In the event the Township believes itself aggrieved because of any matter in connection with this Agreement, or because of failure of members of the Union to comply with the terms of this Agreement, it shall, through its authorized representatives, reduce its complaint or grievance to writing and present it to the Union's designated representative. Thereafter, the Township shall follow the procedures for advancing the grievance and will commence to Step Three. The parties believe that it is in the best interest of all concerned to resolve day-to-day problems as quickly as possible, in accordance with established procedures and the applicable provisions of the collective bargaining agreement.

Section 2. Step One. If a police officer has a dispute with the Township, he may elect to discuss said matter with his immediate supervisor. The supervisor shall respond to the police officer within seven (7) days from the date that the supervisor was made aware of the grievance.

Section 3. Step Two. If a police officer is not satisfied with the response of the supervisor given at Step One, the police officer or the Association may submit the grievance in writing to the Chief of Police, or his designated representative, within seven (7) days of the date of receipt of the supervisor's response in Step 1.

When the Chief of Police receives the grievance, the Chief or his authorized designee shall arrange a meeting with the grievant and the Association within seven (7) calendar days to discuss the grievance. The Chief shall render his decision in response to the grievance no later than seven (7) days after the above prescribed meeting. This decision must be in writing and signed by the Chief of Police or his authorized representative.

If the police officer or the Association is not satisfied with the decision of the Chief of Police or his authorized representative, within seven (7) calendar days the grievant or the Association may then process the grievance to the Township Trustees.

Section 4. Step Three. Within twenty (20) calendar days from receipt of the grievance, the Trustees/designee shall either grant the remedy requested by the employee, deny the grievance, or the Trustees/designee shall hold a hearing to evaluate and decide the grievance. This hearing shall be attended by the grievant and/or representative of the Association, the Chief of Police or his authorized representative, and any other person so designated by the Trustees. Within seven (7) calendar days of this hearing, the Trustees shall make a decision in writing and transmit a copy of same to the Association and the affected police officer.

Section 5. Arbitration. Within thirty (30) calendar days from the receipt of the decision of the Trustees/designee, the grievant may appeal said decision to arbitration by notifying the Trustees/designee in writing. This appeal to arbitration is conditioned on the signed approval of the President of the Association. Within twenty (20) days from the receipt of the request for arbitration, the parties shall mutually confer for the selection of an arbitrator. Such selection shall in accordance with the rules of the American Arbitration Association.

The arbitrator shall conduct a hearing on the grievance within sixty (60) days after he is selected as arbitrator. The hearing shall be in Boardman, Ohio. The hearing shall be attended by the Trustees or their representatives, the Association and its representatives, and the grievant. Attendance of the parties at any meeting or arbitration may be waived by the arbitrator, if requested in writing, and approved by the adverse party. The waiver of attendance request shall be made part of the record.

If the question of the arbitrability of the issue is raised, the arbitrator shall rule first on this question. If the arbitrator rules that the grievance is arbitrable, he then shall proceed to conduct a hearing on the merits. The arbitrator shall make his written decision on the grievance within thirty (30) days after conclusion of the arbitration hearing process.

The arbitrator's fees and other expenses shall be borne equally by the Township and the Association, except the cost associated with the appearance of the witnesses, attorneys, the production of documents, or other fees, whether they be for consultants or otherwise, shall be borne solely by the party which calls the witnesses or employs the attorneys or consultants. The arbitrator's decision shall be binding on the Township, the Association, and the grievant.

Section 6. Time Limits and Forfeitures. If the grievant fails to advance his grievance to the next step within the times limitations provided in this article, the decision by the Township's representatives at the previous step shall then be conclusive. If the Township, through its representatives and agents, fails to hold a meeting, hearing or file a decision within the time limits provided herein, the remedy sought by the grievant shall be awarded immediately. Grievances resolved for the reason that either party failed to act within the prescribed time limitations shall not be considered precedents.

In all steps of the above grievance procedure the grievant shall be required to prepare the copies of the grievance and the Township shall be required to receipt said copies of the grievance and present said receipted copies to the Association or the grievant.

The grievant may, at any time, withdraw his grievance. Time limits may be extended at any time by mutual agreement of all parties. All references in this article to "days" and/or "calendar days" shall mean "business days," which shall be interpreted to exclude Saturdays, Sundays and holidays.

ARTICLE 12
HEALTH AND SAFETY

Section 1. The Township agrees to furnish and to maintain in safe working condition, all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each police officer. Members are responsible for immediately reporting any unsafe conditions or practices to the immediate supervisor, and for properly using and caring for all tools and equipment furnished by the Township.

ARTICLE 13
BULLETIN BOARD

Section 1. The Township shall provide a bulletin board at the police station for the exclusive use of the members of the bargaining unit. The department will provide an e-mail group for the convenient distribution of notices of union meetings and other routine business to bargaining unit members. However, as with all e-mail, the union recognizes that all messages are subject to inspection at all times by the Chief of Police and may be subject to public inspection in accordance with Ohio Sunshine laws. Information posted on the bulletin board or disseminated by e-mail shall be in compliance with law and departmental policy. Vulgar, obscene, pornographic, disparaging, derogatory, defamatory, discriminatory, political, or other improper content is prohibited.

ARTICLE 14
PERSONNEL FILES

Section 1. Personnel Files. It is recognized by the parties that the Township may prescribe regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the Township. However, every member shall be allowed to review his personnel file at reasonable time upon request. If a member is involved in a dispute regarding which matters in his personnel file may be material, any Association representative will also be granted access to the members personnel file at reasonable times where such access is authorized, in advance, by the employee/member.

Section 2. Inaccuracies. For the duration of this Agreement, and any extension thereof, if a member upon examining his personnel file has reason to believe that there are inaccuracies in those documents to which he has access, the member may write a memorandum to the Chief of Police or his designee explaining the alleged inaccuracy.

If, upon investigation, the Chief of Police or his designee sustains such allegations, he shall do one of the following:

A. The member's memorandum shall be attached to the material in question and filed with it and the Chief, or his designee, may note thereon his concurrence; or

B. The Chief of Police or his designee shall remove the inaccurate material from the personnel file, if he feels that its inaccuracies warrant such removal.

Section 3. Clarification. For the duration of this Agreement and any extensions thereof, any new material placed in a member's personnel file, after the effective date of this Agreement, may be reviewed. If such material is not accurate (see section two (2) above), but the member feels that a clarification is necessary, the member may submit to the Chief or his designee a written clarification or explanatory memorandum not to exceed one (1) page in length. Should such memorandum not contain derogatory or scurrilous matter regarding the administration or any other employees, the Chief or his designee will immediately arrange to have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

Section 4. Privacy. Members will be notified and may be present or have a designee present whenever an individual not normally authorized, views a members personnel file. Any matter in the personnel file that is not public under Federal and the State of Ohio Public Record Laws shall not be made available for inspection.

Section 5. At the request of the member, letters of reprimand older than five (5) years may be removed from the member's personnel file and forwarded to the Township Records Commission for proper destruction. Actions which result in loss of money will remain on file indefinitely but items older than two (2) years from the date of incident will not be used against a member for future discipline or promotion unless a pattern of similar policy violations occur more than one time in a two (2) year period. The loss of accumulated time will be considered the same as a letter of reprimand. The union recognizes the need for the department to maintain separate records of all complaints along with their investigation and final disposition. However, no record of complaints that are not sustained will be kept in members' personnel files.

ARTICLE 15
SENIORITY

Section 1. Definitions.

A. **Total Seniority.** Total seniority is the total service of a member with the Township. Total service shall include all periods during which a member was in full time service, and all periods during which a member was in part-time service, but prorated to the equivalent of full time service. (For example: a member working twenty (20) hours per week for one (1) year will accrue one half (1/2) year of seniority.)

B. **Departmental Seniority.** Departmental seniority is the total full-time service of a member as a sworn police officer, including pro-rated part-time service, with Boardman Township.

C. **Classification Seniority.** Classification seniority shall be computed in the same manner, but shall include only the total full-time service within a job classification from the date of most recent entry into the job classification.

ARTICLE 16
MINIMUM STAFFING

Section 1. All shifts will be staffed with a minimum of one (1) supervisor and four (4) full-time patrol officers. However, if patrol staffing falls below four (4) due to call-offs, such vacancies need not be filled so long as there are five (5) full-time sworn officers on duty.

ARTICLE 17
PROMOTIONAL OPPORTUNITIES

Section 1. Sergeant Rank Structure. The Township agrees to maintain eight (8) Sergeant positions. To the extent that there exist persons occupying positions in the rank of sergeant exceeding the baseline structure, those positions shall be deemed abolished upon the departure of the current incumbent. Further, any vacancies that existed as of May 21, 2009, that have yet to be filled, need not be filled. It is the intent of the parties to preempt R.C. 124.44, R.C. 124-321-124.328, R.C. 124.37, and any other applicable civil service statute or rule having to deal with the filling and abolishment of positions above the rank of patrolman with this language. However, in no event shall the number of sergeant positions and minimum provided in this section restrict the Township's ability to implement a layoff in accordance with Article 10, Reduction in Force and Recall, and the order of layoff provided therein. This language only restricts the Employer from abolishing positions in the sergeant rank, not initiating a layoff, where a temporary vacancy may be created.

Section 2. Promotional Procedure. After the composition of the promoted ranks in the police department reaches the baseline rank structure, as set forth in Section 1, the parties agree that future promotions will be conducted in accordance with the local civil service law.

ARTICLE 18
SCHEDULING/SHIFT BIDDING

Section 1. Shift Bidding. The bidding of shifts will be done by departmental seniority for all officers assigned to the Patrol Division, excluding Traffic, K-9 and Crime Scene Technicians. Officers assigned to these units will also bid their shifts by departmental seniority separately from the Patrol Division. The bidding will be completed every six (6) months with rotating slots.

Section 2. Bid/Schedule Adjustments. The union recognizes the right of the Chief of Police to adjust an officer's schedule to meet the operational needs of the Department. The union requests that when the need arises, the Chief of Police use the officer(s) with the least amount of departmental seniority to make these adjustments.

Section 3. Schedule Posting. The final schedule shall be posted no less than thirty (30) days prior to its effective date.

Section 4. Scheduling Officers/Compensatory Time Approval. The union recognizes the right of the Township to schedule officers for work. Ideally, the desire is to schedule as many officers as practical in order to maintain a prompt response to calls for service and for proper support for those officers working. This effort, however, is often diminished by factors such as IOD leave, vacation, sick time, training, and in particular, the use of accumulated time.

In consideration for the continuation of the practice of accumulating time, the union agrees that: (a) minimum staffing levels have been established to maintain prompt response to calls for service and for proper support for those officers working, so minimum staffing levels may be grounds for denying the use of accumulated time off; and (b) the Township may establish staffing requirements, higher than current minimum staffing standards, to maintain prompt response to calls for service and for proper support for those officers working that may be grounds for denying the use of accumulated time off. The union agrees that this practice will not be viewed as setting new minimum staffing standards and this matter will not be a subject for grievances as long as they are uniformly applied.

Section 5. Compensatory Time Scheduling/Cashout. Where the use of accumulated time off has been denied because of staffing levels, the employee shall be offered an alternative day within the next thirty (30) days for use of the requested accumulated time off, or shall be offered cash payment for the number of hours denied at the employee's regular rate of pay, and those hours will be deducted from the member's AT balance or the employee may withdraw the AT request. The parties agree that thirty (30) days constitutes a "reasonable time period" for the granting of a request for A/T under the Act. Except as otherwise specifically restricted by this Agreement, the Employer retains all its rights to manage the administration of compensatory time under federal law. Once granted, leave days shall not be cancelled except in case of emergency.

Section 6. Vacation and Compensatory Time Requests. For the purpose of vacation weeks, a member with the greatest seniority in his respective rank and division shall be given priority of preference. Selection of weeks may be locked in during the annual bid period or by submitting the full week request five (5) to-ten (10) days prior to the positing of the schedule. Full week requests shall take precedence over single day requests for time off provided that they are submitted during the submission period. For the purpose of vacation days and A/T days, it shall be granted on a first come first served basis, regardless of seniority.

Section 7. Holiday Scheduling. The Chief of Police shall determine the number of members who will work the holiday shift on the basis of classification seniority by providing the most senior member the first opportunity to select or reject such work.

ARTICLE 19
HOURS OF WORK/CALL-OUT

Section 1. Normal Workday/Workweek. Eight (8) consecutive hours per day, which shall include a thirty (30) minute paid lunch period, shall constitute a normal workday. Forty (40) hours per week shall constitute a normal workweek based on five (5) eight (8) hour work and two (2) days off.

By mutual agreement of the Township and the Association, a work schedule plan involving four (4) ten (10) hour work days can be placed into effect and the Association agrees to forego the overtime provision of the Agreement with respect to the final two (2) hours of such shift.

Section 2. Work Schedule Posting. The Township shall conspicuously post at least seven (7) days in advance the regularly assigned hours, work days, and shift assignments of all members. Changes in work schedules shall be made only to meet the operational needs of the Township, and as soon as practical when the change is discovered or realized, and shall not be made arbitrarily.

Section 3. Call-Out Minimum. Members who report to work within two (2) hours of the start of their shift, or are held over at the end of their shift, will receive compensation at time and one-half of their hourly rate for all time in excess of eight and one-quarter hours. A bargaining member who reports to work beyond the two (2) hours before the start of a shift shall be paid a minimum of 2.66 hours at time and one-half at the hourly rate of pay. A member called out beyond the two (2) hours of the start of his shift will be excused after completing the task he was called out for, and may request that the time be credited in his accumulated time bank.

Section 4. Substituting Time or Trading Shifts.

1. The bargaining unit agrees to disregard any other provision of the Agreement, including and without limitation, Article 21, "Compensation," and Article 20, "Overtime," in relation to the enforcement of this provision.

2. The bargaining unit and township agree that employees may agree solely at their option and with the approval of their supervisor to substitute for one another during regularly scheduled hours of work.

3. The bargaining unit also agrees that the work performed by the substituting employee will be excluded by the township in the calculation of hours worked for that employee.

4. The bargaining unit agrees that where one (1) employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.

5. The bargaining unit agrees to waive any overtime that would be caused by the substituted time.

6. The bargaining unit recognizes and agrees that the township is not required and will not keep record of the hours of the substituted work.

7. The bargaining unit understands and agrees that the substituted time is a voluntary agreement between the two employees.

8. The bargaining unit understands and agrees that when employees substitute for one another they do so at their own risk and that the township will not be responsible for any time not repaid.

ARTICLE 20
OVERTIME /COURT TIME

Section 1. Overtime. Overtime shall consist of any time worked in excess of eight and one-quarter (8.25) or ten and one-quarter (10.25) hours in a workday, as may be applicable, or normal workweek as defined in this Agreement.

Section 2. Overtime Increments. Overtime will be computed after fifteen (15) minutes; the entire actual amount of overtime will be computed at time and one-half.

Section 3. Overtime Compensation. Each bargaining unit member shall be paid an amount equal to one and one half (1 1/2) times his normal hourly base pay rate or, if the member is called out to work, at the option of the member, shall receive credit for compensatory time equal to one and one half (1 1/2) times the number of overtime hours actually worked.

Section 4. Overtime Scheduling. The Township shall maintain a separate overtime ledger for the bargaining unit.

The ledger will include all hours worked by the bargaining unit member in excess of the workday or workweek. This ledger shall be posted in a conspicuous place and the total hours shall continue to be tracked for the duration of this contract. Effective upon the execution of this Agreement, all bargaining unit members' totals will revert to zero and will be tracked for the duration of this Agreement.

When the Employer determines that overtime is necessary, it shall be offered to a bargaining unit member in the following manner if the hours to be worked are greater than four (4) hours.

A. A member with the lowest number of hours in the overtime ledger shall be offered first opportunity to work the overtime.

B. In the event that more than one member has the same number of hours in the overtime ledger, then seniority shall prevail.

C. Once the call out list has been exhausted and no members agree to work the shift, then the Employer, at its sole discretion, may choose to fill the overtime in the manner that it determines best suits its operational needs, which may include mandating the members with the least seniority on the prior and following shifts to work the overtime.

D. **Plain Clothes Division Overtime**. If overtime within the Plain Clothes Division will be filled, it will be filled with an officer assigned to that division in a manner as determined by the Employer/designee.

Section 5. Court Time. Police officers, as a part of their employment, must appear in court. When an officer is required to appear in court outside his/her regular working hours, the bargaining unit member will be paid time and one-half with a three (3) hour minimum. Payment of court time is limited only to appearances resulting from the actions of a member while on duty

as a Boardman police officer. Payment of court time excludes appearances for arrests resulting from other employment.

At any court appearance longer than three (3) hours in off-duty status, the member will receive time and one half (1 1/2) hours paid time for that court appearance. Officers may opt to take payment of paid court time for court appearances as compensatory/accumulated time in accordance with this agreement.

Members agree to follow departmental rules regarding checking before attending court. Members must also follow instructions on any subpoena. Failure to follow the instructions on a subpoena, failure to check as required, or failure to attend court in appropriate and professional attire will result in the loss of compensation for court and/or other disciplinary action.

Section 6. Overtime Compensation Restriction. An employee who works an additional shift will not receive overtime compensation if the employee fails to work an assigned shift sixteen (16) hours before or sixteen (16) hours after the starting or ending of the overtime shift. The use of accumulated time, sick, IOD, or vacation time is not considered working unless the employee had properly requested and had obtained approval for vacation or accumulated time prior to being contacted for the overtime shift. Employees working in excess of eight (8) consecutive hours will be compensated at overtime rate for time in excess of 8.25 hours.

ARTICLE 21
COMPENSATION

Section 1. Pay Ranges and Rates. The following pay schedule will be effective for bargaining unit members hired after January 1, 2010.

Step	Years of Service	A	Annual Salary	B	C
1	Entry	$16.00	$33,280	$16.50	$16.65
2	After 1 year	$17.20	$35,780	$17.70	$17.85
3	After 2 years	$18.16	$37,780	$18.66	$18.81
4	After 4 years	$19.13	$39,780	$19.63	$19.78
5	After 6 years	$20.09	$41,780	$20.59	$20.74
6	After 8 years	$21.05	$43,780	$21.55	$21.70
7	After 10 years	$22.12	$46,000	$22.62	$22.77
8	After 12 years	$23.32	$48,500	$23.82	$23.97
9	After 14 years	$24.52	$51,000	$25.02	$25.17
10	After 16 years	$25.72	$53,500	$26.22	$26.37
11	After 18 years	$28.51	$59,301	$29.01	$29.16
12	After 20 years	$28.80	$59,904	$29.30	$29.45
13	After 21 years	$29.09	$60,507	$29.59	$29.74
14	After 22 years	$29.38	$61,110	$29.88	$30.03

ARTICLE 22
INSURANCE

Section 1. Medical Insurance. The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care and ancillary insurance as currently in effect unless changed pursuant to section 3, below.

Section 2. Contribution Rates. The Employer and its employees shall contribute the following monthly amounts for medical, hospitalization, vision, and dental coverage under its insurance plan.

	Employer	Employee	Total Base Contribution
Single Contribution	$388.38	$43.15	$431.53
EE/Child(ren) Contribution	$739.30	$82.14	$821.44
EE/Spouse Contribution	$872.41	$96.94	$969.35
Family Contribution	$1,129.27	$125.48	$1,254.75

Section 3. Cost Increases/Decreases in Subsequent Plan Years. In any given plan year, should the plan cost exceed the total base contribution amounts set forth above, the Employer shall contribute the first thirty dollars ($30.00) of the increase and the employee shall contribute the next twenty dollars ($20.00) of the increase, and the parties shall share any amount in excess of the initial fifty dollars ($50.00) on a 60/40 basis with the Employer assuming sixty percent (60%) of the cost and the employee paying forty percent (40%) of the cost.

The total contribution and obligations for both the employee and Employer will be adjusted according to the actual costs resulting from the above formula for each successive plan year, and then utilized to establish the parties' obligations for subsequent years. If the costs for the plan are decreased in any given year, then the premium contribution shares of the Employer and employee will be reduced by the amount of the savings on a sixty percent (60%) Employer/forty percent (40%) employee basis until reaching the base contribution amounts listed above. If the costs are reduced below the original base figures above, the employee will be credited on a dollar for dollar basis with those savings, up to the maximum base employee contribution. Savings beyond that amount are attributed to the base Employer share.

Section 4. Coverage Election/Participation. Eligible employees may elect any available coverage (e.g., single, two-party, family, etc.) subject to the plan offerings. Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

Section 5. Insurance Committee. The Union agrees that the Employer shall create and maintain an insurance committee for the purpose of controlling costs, reviewing usage, and setting benefit levels. The Union agrees to participate in the committee, when created. The committee shall be comprised of one (1) representative from each employee bargaining unit

within the Township, one (1) representative for the non-bargaining unit employees, and two (2) representatives of the Employer.

The insurance committee shall have the authority to make program coverage changes, benefit levels, and/or increases/decreases to employee contribution rates through coverage changes by majority vote. Decisions of the committee are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal.

Section 6. Life Insurance. The Township shall provide and maintain in force, by payment of the necessary premiums, life insurance in the amount of twenty-five thousand dollars ($25,000) for all bargaining unit members.

Section 7. Coverage Continuation.

A. Individual and family coverage terminates after the end of the month of the last day of work when an individual ceases to be an employee of the Township. When an individual ceases work because of a leave of absence, individual and family coverage terminates on the last day of the month which was last worked. A former employee has the privilege of continuing Medical Insurance coverage for the number of months prescribed by the COBRA law.

B. If an employee ceases work because of layoff, the following provisions will be applicable to coverage under the benefit programs. Individual and family medical insurance will be continued during such layoff up to a maximum of six (6) months from the end of the month which was last worked. If a layoff employee has not returned to work at the end of such period, individual and family medical coverage terminates subject to the "continuation" and "conversion" as described in A.

C. If an employee ceases work because of a non-occupational disability, individual and family medical insurance will be continued during absence due to such disability up to a maximum of six (6) months from the end of the month which was last worked.

D. If an employee ceases work because of an occupational disability, individual and family medical insurance will be continued during absence due to such disability up to a maximum of twelve (12) months from the end of the month which was last worked, but in no circumstance beyond the end of the month for which statutory compensation payments terminate.

Section 8. Coverage Reinstatement. If an employee returns to work following an absence on account of layoff, leave of absence, or disability during which coverage under the insurance programs shall have terminated, all coverages under the insurance programs will be reinstated on the date the employee returns to work.

Section 9. Insurance Waiver.

A. Any member of the bargaining unit who elects to waive health and medical insurance coverage in its entirety (including dental and optical) as described in Section 1 for a (12)

twelve month period will be awarded a bonus in an amount equal to fifty (50) percent of the established premium under which the employee would have been or is covered by the employer. Employees must make such waiver request in writing prior to November 1st of the calendar year, and must provide proof of insurance to the employer before choosing to waive the employer's current policy. All bonuses shall be paid in June of the following calendar year following the waiver request.

B. Newly-hired employees as of 11-1-98 must make request for waiver of insurance within fifteen (15) days of hire, and will receive said bonus within ninety (90) days after insurance coverage is waived. The bonus of 50% will then be awarded and prorated, based upon the number of full months remaining in that year. Examples: 11 months = 11/12 of the annual bonus; 10 months = 5/6 of the annual bonus; 9 months = 3/4 of the annual bonus, etc.

Existing and newly-hired employees must provide proof of insurance to the employer before choosing to waive the employer's current policy. If any employee who has exercised this option desires at a later date to return to the employer's current coverage, such request shall be made in writing and in accordance with the requirements of the employer's health and medical insurance provider/carrier. Upon choosing this option, the employee shall be required to produce evidence/documentation of ongoing health and medical care coverage. If requested by the health and medical insurance provider/carrier, the employee shall submit to a physical exam as a condition of re-entry. All other requirements for re-entry of the employee by the insurance provider/carrier shall apply.

ARTICLE 23
LONGEVITY

Section 1. Eligibility. Effective upon execution, bargaining unit members hired after January 1, 2009, shall be eligible for longevity pay. Bargaining unit members hired prior to January 1, 2009, will not be eligible to receive longevity pay, under the terms of this section, until such time as they achieve Step 14 of the Wage Schedule. Longevity pay is based on years of continuous full-time service with the Boardman Township Board of Trustees. No bargaining unit members shall receive longevity pay until they have completed the required amount of continuous full-time service with the Employer.

Section 2. Longevity Schedule. Longevity pay shall be given to eligible bargaining unit members in the form of an hourly supplement according to the following schedule:

Years of Continuous Service with the Employer	Longevity Supplement
After 5 years of completed service	$.25
After 10 years of completed service	$.30
After 15 years of completed service	$.35
After 20 years of completed service	$.40
After 25 years of completed service	$.45

ARTICLE 24
SHIFT DIFFERENTIAL/ON-CALL PAY

Section 1. Shift Differential. Officers assigned to patrol, traffic, K-9 or crime scene technician shall be eligible for shift differential payments as follows:

Afternoon: fifty ($.50) cents per hour
Midnight: sixty-five ($.65) cents per hour

Section 2. Payment Procedure.

1. For purposes of shift differential, afternoon shift is defined as starting work at 2:00 p.m. or later. Night turn is defined as starting work at 10:00 p.m. or later. Day shift is defined as starting at 6:00 a.m. or later.

2. An employee who works four (4) or more hours on a shift that would receive shift differential payments will receive payment of shift differential at the higher rate for the entire shift.

3. An employee who works less than four (4) hours on a shift that pays shift differential will receive compensation only for the actual hours worked.

4. Overtime worked beyond a regular shift will be treated as a continuation of the regular shift for purposes of shift pay.

5. Employees shall not be paid shift differential for paid hours not actually worked.

Section 3. On Call Compensation. Any member of the Association who is placed on an "on-call" status or list by the Township shall be compensated at the rate of seven (7) hours at their respective pay rate for each week they are on call. For purposes of this section, a "week" shall be defined as seven (7) consecutive calendar days.

While on call, members of the Association are required to respond to the police station or crime scene within one (1) hour and be fit for duty. Any member of the Association on call as described above shall not receive additional compensation for phone calls or performing other actions of a de minimis nature that do not require them to respond to the police station or crime scene.

ARTICLE 25
CLOTHING AND MAINTENANCE ALLOWANCE

Section 1. Clothing and Maintenance Allowance. Annual clothing and maintenance allowance for members shall be one thousand dollars ($1,000.00) for the purchase, maintenance and cleaning of uniforms and equipment.

Section 2. Approval/Increments for Usage. The above clothing and maintenance allowances shall be paid in increments of not less than one hundred dollars ($100.00), with the exception of

any final payments, upon receipts submitted and approval for such purchase obtained from the Chief of Police/designee.

Section 3. Clothing Allowance for New Officers. It is also agreed that a new officer may use his first two (2) years of clothing and maintenance allowance in the first year of employment, understanding that if he chooses to take advantage of this option that no clothing and maintenance allowance will be available the second year.

Section 4. Usage Limitations/Carry-Over. Members cannot use clothing and maintenance allowance in January except in an emergency case and cannot use more than 50% of their clothing and maintenance allowance before June 15 of each year. Members may carry over up to 100% of one year's clothing and maintenance allowance to the next year for the purchase of larger items. The balance shall not exceed a two (2) year period.

Section 5. Any reasonable conditions of the Boardman Township Clerk's Office will also be followed regarding use of clothing and maintenance allowance:

A. Should a member sustain damage to his uniform or equipment while performing his duties, a written report will be completed indicating when and how the equipment was damaged. The Chief of Police or his designee will review the report and determine whether the claim is valid. The decision on granting the payment will rest with the Chief of Police or his designee, and is not appealable.

B. The Township agrees to a fifty percent (50%) buyout of the remainder of each member's previous year clothing and maintenance allowance by January 30 if the member requests the 50% buyout payment in writing by December 1.

ARTICLE 26
RETIREMENT AND DISABILITY PENSIONS

Section 1. The Township shall continue payments into the pension system (PERS) at the applicable rate, as set by the administrators of the system and as required under state law. The Township agrees to institute the proper procedure under existing state law to see that the employee's contribution to PERS is tax deferred.

ARTICLE 27
COMPENSATORY TIME

Section 1. Compensatory Time Off. Compensatory time off may be requested by a member to be taken at such times as are consistent with the efficient and effective operation of the Department, and subject to Article 18 and the approval of the Chief of Police or his designee, and such approval shall not be unreasonably denied. Compensatory time may be earned or used in one (1) hour (sixty minutes) increments.

There shall be a two hundred (200) hour maximum on the accumulation of compensatory time. Upon retirement, any hours left in this A/T bank shall be paid to the Association member at the member's hourly rate of pay at the time of retirement.

Section 2. Separation Payments. A bargaining unit member, who is permanently separated from the Department for any reason, and who has unused compensatory time to his credit shall be paid such accrued compensatory time, no later than his last regular pay.

Section 3. Payment at Death. When a bargaining unit member dies, any unused compensatory time to his credit shall be paid to the surviving spouse or estate of the deceased member.

Section 4. Prior Compensatory Time. Any unused compensatory time accumulated prior to the effective date of this Agreement shall be retained and taken at such time or in such amounts as provided in the Agreement provided it doesn't conflict with Article 27, Section 1, of this agreement.

ARTICLE 28
HOLIDAYS

Section 1. Holidays. All holidays provided to Township police officers under Ohio law are designated as paid holidays for all bargaining unit members. For the purposes of this section, the following holidays shall be recognized as paid holidays by the Township:

1. New Years Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

Section 2. Holiday Pay. Holiday pay for those officers working on a holiday shall be double time for all hours actually worked in addition to regular holiday pay; a maximum of eight (8) hours may be credited to accumulated time. Those not working the holiday will be paid at the regular holiday pay rate with no option of accumulated time.

Members who are on vacation the week of a holiday and would have been scheduled to work the holiday will be docked four (4) vacation days and be paid for five (5) days. If they are scheduled off on the holiday, members will be docked five (5) vacation days and will receive eight (8) hours additional compensation pay for the holiday.

Section 3. Holidays worked will be computed during the calendar year from January 1 through December 31.

Section 4. Holiday Restriction. Members must complete six (6) months employment with Boardman Township to be eligible for holiday compensation.

Section 5. Personal Days. In addition to those holidays listed above, members shall be provided with three (3) personal days. Scheduling of personal days is subject to the operational needs of the Employer.

ARTICLE 29
VACATIONS

Section 1. Eligibility. It is the intent of the parties to supersede R.C. 9.44. Vacation eligibility is based on years of continuous full-time service with the Employer, and shall include credit for active military service undertaken after the onset of employment. Full-time employees are entitled to vacation leave after one (1) year of continuous full-time service with the Employer. Members hired prior to October 1, 1993, will continue to have their service credit calculated to include prior active military service and other full-time employment as a police officer.

Section 2. Accrual. For those employees hired after September 1, 2009, bargaining unit members shall accrue vacations according to the following schedule:

Years of Service	Annual Vacation	Days/Hours
Less than one (1) year	None	None
1-7 years	2 weeks	10 days/80 hours
8-15 years	3 weeks	15 days/120 hours
16-24 years	4 weeks	20 days/160 hours
25 years or more	5 weeks	25 days/200 hours

Employees will be credited with the applicable amount of vacation leave upon their anniversary date for use during the following year.

Section 3. Usage. Bargaining unit members may take vacation leave to which they are entitled beginning with the first full pay period following the date they complete the required years of service.

Section 4. Vacation Requests. Calendar weeks of vacation time requested by members of the bargaining unit shall be submitted to the Chief of Police or his designee. Two (2) weeks of vacation and any individual days earned up to four (4) may be taken a day at a time, with all remaining vacation time being used by calendar weeks.

If shift staffing permits, weeks of vacation will be scheduled to start with the end of the last scheduled shift on Friday and end with the first scheduled shift on Monday. Where staffing does not so permit such an adjustment, employees may request A/T days or uses shift trades in conjunction with vacation days.

Section 5. Vacation Approval. All vacation requests are subject to the operational needs of the Employer and may be denied if determined necessary by the Chief of Police/designee. Requests by members for vacation weeks that coincide will be granted on the basis of classification seniority. Once approved, the weeks selected by the members shall be locked in and used at that selected time, unless the member is on sick leave or I.O.D.

Section 6. Required Usage/Conversion. All vacation scheduled for the calendar year shall be completed in the calendar year. Officers selecting the last week of the year shall complete their vacation within the first week of the new year and in any case will not go past the following dates:

For calendar year 2012, by January 5, 2013
For calendar year 2013, by January 4, 2014
For calendar year 2014, by January 3, 2015

All unused vacation time after the last pay period of the year will be cashed out and paid to the employee by February 1.

Section 7. Accumulated Vacation Time/Eligibility/Proration. Members may accumulate vacation time in accordance with the requirements of the Ohio Revised Code. For purposes of computation of vacation benefits under Article 14, Section 1, in addition to years of service, employees must have worked the previous twelve (12) month period to earn vacation credit. For employees who are absent from work and are not earning PERS credit for a period in excess of thirty (30) consecutive calendar days and/or twenty (20) consecutive working days, time in excess of these periods absent from work shall not be calculated for purposes of earning vacation credit. This provision will only take affect after an employee has missed more than the periods defined, inclusive of the initial twenty (20) and/or thirty (30) day periods.

This provision shall not apply to members of the bargaining unit who are absent from work and are not earning PERS credit as outlined above as a result of an injury that occurred in the line of duty.

An employee who has vacation scheduled while off on workers' compensation will not be required to use the vacation time during that period. If time permits, employees will schedule and use vacation upon their return to work. If the employee has not returned to work or time does not permit the use of vacation in the calendar year, the employee's vacation time may carry into the next year upon written request to the Board of Trustees.

All vacation benefits earned and/or not earned based upon time worked in a previous twelve (12) month period shall be computed on a pro-rated basis when calculating vacation time available to an employee.

Section 8. Unused Vacation Time When Separated. Unused accumulated vacation time prorated to the date of separation will be paid at the time of such separation to any member who leaves the employ of the police department for any reason or is laid off. Unused accumulated vacation time will be paid to the surviving spouse or estate of any member who dies, prorated to the date of his death. Any member, who transfers to another agency within the Township, shall also have transferred to his credit any unused accumulated vacation time.

Section 9. Vacation Pay. Vacation pay will be computed at the appropriate rate earned by the member at the time vacation is actually taken.

Section 10. Prior Unused Vacation Time. Unused vacation time accumulated prior to the effective date of this Agreement shall be retained and taken at such times and in such amounts as provided in this Agreement.

Section 11. Selling One Week Vacation Time (5 days). A member may submit in writing between May 1 and May 15 of each year a request to sell one weeks vacation. The member will receive a check between June 1 and the 10 of each year for the week's vacation.

ARTICLE 30
SICK LEAVE

Section 1. Accrual. All bargaining unit members shall earn sick leave at the rate of four and six-tenths (4.6) hours with pay for each eighty (80) hours of service. Unused sick leave shall be cumulative without limit. Sick leave shall be charged to a member on the basis of actual time (hour-by-hour) absent. An employee, who sustains a service connected injury shall not be required to exhaust accumulated sick leave before being entitled to apply for benefits under Workers Compensation (subject to any requirements of the laws of Ohio).

Section 2. Previously Accrued Leave/Sick Leave Transfer. Unused sick leave accumulated prior to the effective date of this Agreement shall be retained and taken at such times and in such amounts as provided in this Agreement. Sick leave accumulated with another public entity or political subdivision is not transferrable to Boardman Township for any member hired after December 31, 2008.

Section 3. Usage. Such leave shall be granted to members for absence from regularly scheduled hours of employment for the following reasons:

1. sickness, illness or injury of the member;

2. pregnancy of a member;

3. exposure to contagious disease that could be communicated to other persons;

4. sickness, illness or injury to a member of the immediate family of the member;

5. examination including medical, psychological, dental, or optical examination by an appropriate practitioner that cannot reasonably be scheduled during non-work time;

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

Once an employee reports off citing one of the approved uses of sick leave, vacation time may not be substituted for that sick leave at a later date.

Section 4. Conversion Options. The following options for the conversion of unused accumulated sick leave may be exercised by bargaining unit members. The options may be

exercised in conjunction with one another. For purposes of illustration, the parties have included a hypothetical example of the conversion options in Appendix A. The Employer will abide by the rules and regulations of the Ohio Public Employee's Retirement System regarding when converted leave is considered earnable salary so as to maximize the amount of earnable salary.

Option 1. Unused accumulated sick leave shall be paid to a member or his designated beneficiaries or estate, upon his death or retirement, in a sum equal to fifty per cent (50%) of all unused accumulated sick leave hours. Current employees are entitled to take the following percentages of sick leave as indicated on the following table upon retirement or separation:

1-10 years:	2% per year (20% total upon 10 years)
11-20 years:	3% per year (30% for next 10 years, total accumulation 50%)
Over 20 years:	50%

For all new hires effective September 1, 2009, state minimum requirements upon death and/or retirement only (25%, maximum 120 days pay-out).

Sick Leave Retirement Buy-Out. Employees may make request for the following distribution of the remaining sum of accumulated sick time as follows, which shall be predicated upon:

1. written request to the Township Clerk at least ninety (90) days in advance of the beginning of the three (3), two (2), or one (1) year option period selected;

2. written request which indicates the specific retirement date which distribution of sick time hours are calculated upon; and,

3. letter of understanding signed by the employee and Township Clerk that specifies, upon selecting option, the final distribution (including all related payroll taxes and retirement deductions, etc.), of remaining accumulated sick time hours calculated at current dollar value at time of request.

4. accumulated sick time sold as part of this buyout will be on a first in-first out basis.

Three (3) Years Advance Notice of Retirement
With Three (3) Years Advance Notice of Retirement: 60% of the specified amount of remaining sum of accumulated sick time entitlement, to be divided over three (3) year payroll, at current dollar value at time of request.

Two (2) Years Advance Notice of Retirement
With Two (2) years Advance Notice of Retirement: 40% of the specified amount of remaining sum of accumulated sick time entitlement, to be divided over two (2) year payroll, at current dollar value at time of request.

One (1) Year Advance Notice of Retirement
With One (1) Year Advance Notice of Retirement: 20% of the specified amount of remaining sum of accumulated sick time entitlement to be divided over one (1) year payroll, at current dollar value at time of request.

Upon notice from an employee of the desire to sell a specific amount of his remaining sick time and selecting the desired option, the following procedure will apply:

1. The Township Clerk will value accumulated time hours at the current effective rate;

2. Applicable percentages will be applied based upon the option selected;

3. The buy-out value will be divided by and paid to the employee in the appropriate remaining payrolls;

4. The employee and Township will enter into an Agreement reducing the accumulated hours by the amount converted;

5. The Township will purchase unused sick time at date of retirement at 50% times the then prevailing wage rate.

6. In the event of catastrophic illness, extenuating medical circumstances, or any depleted use of the remaining, earned sick time hours calculated prior to the retirement date given in the original notification:

   A. the Agreement between the employee and Township shall be suspended;

   B. the Township shall restore sick time distribution back to the beginning date of notification;

   C. payments already made under the original Agreement shall be subtracted.

Option 2. By December 1 of each year, all employees are eligible to participate in a sick leave buy back option. Employees shall be permitted to sell back sick time hours they have not used, on a form provided by the Employer, on a 2:1 ration (50% pay).

1. Buy back options shall not exceed a maximum of the one hundred twenty (120) hours accumulated in the previous twelve (12) month period.

2. Buy back options and related hours of payment are subject to PERS for both the Employer and the employee in accordance with PERS regulations. The maximum amount of converted sick that can be considered earnable salary under OPERS regulations is the amount the employee earns in the calendar year, less any amounts taken during the calendar year. For this plan, it would be leave earned and unused between January 1 and December 31 in the calendar year prior to the leave conversion payment in January of the following year.

3. For employees who are eligible and have exercised this buyback option, payments that would be considered earnable salary by the PERS will be paid prior to January 31 of the next calendar year. Payments that would not be considered earnable salary shall be provided in the last regular payroll period of June of that year.

ARTICLE 31
INJURY LEAVE

Section 1. Amount. The intent and purpose of the injury leave policy herein is for the Township to assist employees with work-related injuries in obtaining the necessary maintenance and care during the short period of time following the work-related injury. All members shall be entitled to ninety (90) working days of injury leave with salary continuation and benefits at 100% during every two-year period of employment for a service-connected injury or disability sustained during the performance of duties.

Section 2. Injury on Duty Leave. When a bargaining unit employee is injured in the line of duty and is disabled from his current position of employment for more than seven (7) consecutive days as a result of the work-related injury, the employee may be eligible for Injured on Duty leave (IOD.)

When it is determined that an employee is eligible for IOD, that employee shall be paid for the rest of the work day on which he or she was injured and all work days going forward from the date of injury during the IOD period. When an employee is placed on IOD status, that employee's leave banks shall be credited for any time which may have been used between the time of injury and the time at which IOD is approved. In order for an employee to be eligible for IOD, he or she must adhere to all eligibility requirements in this Article. An employee on IOD shall adhere to any prescribed course of treatment, transitional work or light duty.

Section 3. Eligibility Requirements. To be eligible for IOD, the employee–shall properly report the incident and furnish the Employer with a signed authorization to release medical information relevant to the claim.

The employee shall file a Workers' Compensation claim with the Ohio Bureau of Workers' Compensation and be approved for the receipt of benefits.

The employee shall seek treatment from a physician of the employee's choice and receive from that physician a medical opinion that the employee is disabled from employment in excess of seven (7) consecutive days as a result of the work-related injury. The physician must specify the injury and recommended treatment, opine as to the employee's inability to return to work as a result of the injury and provide an estimated return to work date.

The seven (7) day requirement shall be waived and injury on duty leave for an amount of time less than seven (7) days as a result of an injury received in the line of duty while working for the Township shall be permitted under the following circumstances:

1. The employee must seek immediate medical treatment; and

2. If the information provided by the employee's treating physician establishes that the injury would otherwise qualify for IOD but for the duration that the employee is disabled from employment.

Section 4. Nothing in this contract provision shall be construed to impair, prohibit, or discourage the right of an employee to file a Workers' Compensation claim under the laws of Ohio.

Section 5. Request for Extension. Requests for extending this ninety (90) day injury leave period, due to extenuating medical circumstances, may be made by the injured employee or his/her designee upon written request, and decided by an impartial physician selected from the Employer's list of authorized physicians. The employee's written request must indicate the length of the extension requested and supporting rationale. Nothing in this contract provision shall prohibit the injured employee the right to present related medical information to support a request for extension of the ninety (90) day injury leave period.

Section 6. Transitional Work/Light Duty Program. The Transitional Work Program will be used to direct the work of all employees injured during the course and scope of employment and whose work restrictions are a direct result of the occupational injury. When an employee is released to return to work with restrictions, the employee, prior to starting work, shall present the Employer with the medical return to work notice that indicates the employee can return to work under restricted function, commonly known as "light duty."

The Employer will correspond with the medical provider issuing the notice to determine the employee's limits as far as the essential functions of the transitional work that may be assigned to the employee. If the employee requesting transitional duty was not injured in a work-related accident, the employee will be required to provide adequate medical documentation to support the return to work or sign a medical release to enable the Employer to obtain medical records from the employee's treating physician related to the injury/medical condition.

The Employer will reasonably determine if the employee is eligible for assignment to the Transitional Work Program. The Employer will assign the employee approved for transitional work to an assignment for a period not to exceed sixty (60) calendar days. The transitional work assignments will be at the discretion of the Employer, but shall be reasonably related to the employee's job description and function as a police officer. Transitional work assignments are not permanent jobs and will not be construed as new positions or vacancies.

At the end of sixty (60) calendar days, the Employer and the employee's medical provider will make a decision as to the employee's ability to return to his or her regular assignment. It will be the expectation of the Employer that all employees will make the transition into their regular assignments within sixty (60) calendar days. If the employee cannot perform regular assignments at the end of the sixty (60) calendar day limit, the Employer may extend the transitional assignment for a period of ten (10) more working days. An employee that was injured in a work-related incident will not be eligible to return to IOD status at the expiration of his or her Transitional Duty.

Section 7. Medical Review by Employer's Physician. The Employer reserves the right to require the employee to have a medical examination by a physician selected by and paid for by the Employer at any time after the employee has been absent from work for more than fifteen (15) days as a result of an injury on duty. The Employer may thereafter review the employee's status every thirty (30) days.

Section 8. Health Care Coverage. An employee's health care coverage shall remain in effect during the period that he is receiving IOD benefits. If an employee is on Worker's Compensation status, health care coverage shall remain in effect for a period of one (1) year, with the employee required to pay his share of the premiums.

Section 9. Denial of Claim/Reimbursement. If, for any reason, the employee's claim is finally disallowed by the Ohio Bureau of Workers' Compensation, IOD leave shall terminate. Any continued absence shall be governed by provisions of this Agreement governing sick leave, vacation and/or personal days. If the claim is subsequently allowed by an appellate court, any paid leave (e.g., sick, vacation, personal leave) taken by the employee shall be credited with said leave time and the time off shall be converted to IOD leave.

Section 10. Additional Claims. Any additional claims in a two (2) year period will be based on the date of injury of the first claim. Each claim shall be reviewed by the Chief of Police who may grant an exception to this article and permit an additional claim in a two (2) year period.

Section 11. Concurrent FML/Exhaustion of IOD Benefits. In accordance with the Employer's policy, Family and Medical Leave time is run concurrently with all paid time, including IOD benefits, used for a qualifying condition. An employee that has exhausted IOD leave shall take his accrued sick, vacation, and personal leave prior to receiving unpaid Family and Medical Leave or unpaid leave of absence. Any request for unpaid Family and Medical Leave or unpaid leave of absence shall be in writing.

ARTICLE 32
JURY DUTY LEAVE

Section 1. A member serving upon a jury or subpoenaed to be a witness in any court of law will be paid his regular wages for each workday he is so serving, less whatever amount such member may otherwise receive as compensation for jury or witness duty. Time so served shall be deemed active and continuous service for all purposes. Members called for jury duty will be reassigned to hours corresponding with the court hours for the duration of jury duty. When a bargaining unit member is subject to jury duty, the member will keep the department informed daily as to his/her jury duty status, and will report to work those days they are excused from jury duty when half or more of the shift remains.

ARTICLE 33
MILITARY LEAVE

Section 1. All employees of the County who are members of the Ohio National Guard, the Ohio organized Militia, or members of other reserve components of the Armed Forces of the United States, are entitled to leave of absence from their respective duties without loss of pay for such time as they are performing in the uniformed services, as defined in Section 5923.05 of the Ohio Revised Code, for periods not to exceed a total of one (1) month in any one calendar year. For the purpose of this article, "month" shall mean twenty-two (22), eight (8) hour work days.

The member may, at his option, elect to use accumulated vacation and receive vacation pay in lieu of military leave pay.

Section 2. The employee is required to submit to the appointing authority an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which an employee is entitled to compensation in any one calendar year under this provision is one hundred seventy-six (176) hours.

Section 3. Employees called or ordered to the uniformed services, as a result of an executive order issued by the President of the United States, an Act of Congress, or because of an order to perform duty issued by the Governor, pursuant to Section 5919.29 or 5923.21 of the Revised Code, for longer than one hundred seventy-six (176) hours in a calendar year in which the employee performs service in the uniformed services, is entitled, during the period designated in the order or act, to a leave of absence and to be paid during each monthly pay period of that leave of absence the lesser of the following:

A. the difference between the employee's gross monthly wage or salary as an employee and the sum of the employee's gross uniformed pay and allowances received that month;

B. five hundred dollars ($500.00).

However, no employee is entitled to these payments if the sum of his gross uniformed service pay and allowances received in a pay period exceeds his gross wage or salary from the Employer for the same period.

Section 4. The employee shall be responsible for notifying the Employer upon notification to report for military duty. It is also the employee's responsibility to notify the Employer of the beginning/ending dates of his/her military service and military rate of pay.

Section 5. Reinstatement after service in the uniformed service shall be governed by state and federal law. However, to the extent not provided by law, the parties agree that an employee on leave without pay as a result of performing service in the uniformed services shall continue to accrue seniority and if the employee requests reinstatement within thirty one (31) days of his discharge from uniformed service, the Township shall reinstate the employee at the same rank as when he left (with full credit for priority seniority.) The Township may require the employee to establish that his physical and mental conditions have not been impaired, so as to render him incompetent to perform the duties of his position.

ARTICLE 34
PREGNANCY LEAVE

Section 1. An officer who is pregnant or adopting a child less than one (1) year of age shall be granted a leave of absence without pay for a period not to exceed three (3) months upon request by the member in writing. If the member is pregnant, such leave need not be taken until the condition interferes with the regular and satisfactory performance of her duties, or in the case of adoption, until the obtaining of custody. The Township may require a statement from the member's doctor that her condition will not interfere with the regular and satisfactory performance of her duties.

Section 2. During pregnancy leave, a member will continue to accrue seniority, and may continue to participate in the insurance benefits provided herein by payment of the group rate for such benefits. Upon returning from pregnancy leave, the member shall be reinstated to her former rank with full seniority.

ARTICLE 35
BEREAVEMENT LEAVE

Section 1. When a death occurs in the immediate family of a member, he shall be granted up to three (3) days of sick leave with pay. The immediate family is defined as: spouse, parent, parent-in-law, stepparent, child, stepchild, brother, half-brother, sister, half-sister, grandparents, grandchild, brother-in-law, sister-in-law.

ARTICLE 36
LEAVE WITHOUT PAY

Section 1. The Township may grant temporary leave without pay for a period not to exceed sixty (60) days per calendar year upon written request of a member for good cause shown, and such requests will not be unreasonably denied. No more than one (1) bargaining unit member at a time shall be granted such leave and no more than one (1) request per year shall be entertained by the Township for any given bargaining unit member during a two (2) year period.

Section 2. A member who is unable to work due to sickness, injury or illness, and who has exhausted all available leave, shall be granted leave without pay for up to one (1) year, if requested by the member in writing. Any member granted leave as set forth herein without pay shall be reinstated at his former rank without loss of seniority, accrued to the date leave without pay was taken, if physically and mentally competent to perform his duties.

ARTICLE 37
COMBINED LEAVE

Section 1. A member who has exhausted all available sick leave, but who is otherwise entitled to take sick leave, shall be entitled to take unused accumulated compensatory time and vacation time prior to taking leave without pay.

Section 2. A member who has exhausted all available injury leave shall be entitled to take unused accumulated sick leave, without compensatory time and vacation time prior to taking leave without pay.

Section 3. Any past practice regarding light duty work for employees who are not subject to the injured on duty provision of the contract is abolished.

The right to assign temporary work to employees on injured on duty rests exclusively with the Township.

All employees who have otherwise exhausted all of their available sick leave, accumulated time, vacation time, and holiday pay shall be entitled to receive either one hundred sixty (160) hours of

additional sick pay or shall be assigned to temporary light duty work for no more than one hundred sixty (160) hours at the option of the Township. Sick time hours which are granted and then used under this option shall be subtracted from the total amount of one hundred sixty (160) hours. The hours used by the employee shall be reduced from the 160 total hours available. The sum total of one hundred sixty (160) paid sick hours, or as reduced by its use, shall only be available for use one time during an employee's tenure.

The parties agree that the one hundred sixty (160) additional sick pay hours granted under this addendum shall not be included in the total sick time accumulated of any officer for purposes of the retirement pay out.

ARTICLE 38
FAMILY MEDICAL LEAVE ACT

Section 1. The parties agree to be bound by the provisions of the Family and Medical Leave Act (FMLA) of 1993, and as set forth herein.

Section 2. Any leave taken by an employee for the following reasons shall be applied against the employees' entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave:

A. The birth of a son or daughter, and to care for the newborn child;

B. The placement with the employee of a son or daughter for adoption or foster care;

C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,

D. Because of a serious health condition that makes the employee unable to perform the function of his or her job.

Section 3. The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above. Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family Medical Leave Act shall not be reduced to comply with the FMLA.

Section 4. No employee shall lose seniority during the period of time that is attributable to the Family Medical Leave Act. An employee shall not be required to use paid leave benefits provided in this Labor Agreement prior to the use of unpaid leave.

ARTICLE 39
ATTENDANCE INCENTIVE

Section 1. Each member subject to this agreement shall be paid in first pays in January, April, July and October. The parties agree that members shall receive their hourly rate of pay at time and one-half for the remainder of the Agreement. Quarterly incentive awards for work attendance as follow:

Perfect Attendance = Perfect Attendance/No sick days as defined in Article 30 and in accordance with Section 2, following.

Perfect attendance quarterly incentives shall be paid at 5.7 times the member's hourly rate at one and one-half (1-1/2) times or one hundred fifty dollars ($150.00) whichever is greater for perfect attendance.

Periods of attendance are to be: January – March, April – June, July – September, October - December.

Section 2. Employees absent from work due to vacation, holiday, bereavement leave, military leave, attendance at seminars, training functions or other duty-related absences from normal work schedules shall not be considered as absent from work for the purpose of this benefit. Employees absent from work after the day of a duty related injury who are on I.O.D. or Workman's Compensation will not be eligible for the Attendance Incentive.

ARTICLE 40
TRAINING

Section 1. The parties agree that the employer may adjust the bargaining unit member's hours of work for the purpose of compensating members for their travel and attendance at training sessions and in-service training classes.

The employer agrees that no equalization of hours will exceed or conflict with the normal work periods, as defined by the current Collective Bargaining Agreement, Article 19, Section 1.

Section 2. Master Patrolman Classification. Bargaining unit members who have ten (10) years of Boardman Township Police Time may receive a bonus check if the following conditions are completed each year:

Officers who will have ten (10) years or more experience with Boardman Township as of 12/31 of any year may apply for compensation in December of said year.

The bargaining unit member must have attended sixteen (16) hours of department approved training on their own time each calendar year of the agreement to obtain compensation the next year.

The bargaining unit member will obtain prior approval to attend training classes, and the township will pay the tuition cost for the training.

Officers will be required to submit a department provided form that documents the date and time of the training they attended to the Chief of Police or his designee. The Chief will review and sign the form and forward this documentation to the Clerk's office for payment.

Compensation for officers who attended sixteen (16) hours of training in a calendar year shall receive $450.00, payable by June 1 of the following calendar year.

Officers will be covered by the Township workers compensation plan while attending approved training under this section.

Section 3. Training Incentive Program. Any officer that serves as a departmental trainer shall receive one (1) hour of compensation at his regular rate of pay for every eight (8) hours spent training. Departmental trainers are assigned at the discretion of the Chief of Police. Officers will not be compensated unless they have been designated as a departmental trainer by the Chief of Police and are actually providing training as assigned and scheduled by the Chief of Police.

ARTICLE 41
LABOR-MANAGEMENT AND SAFETY COMMITTEE

Section 1. The Labor-Management and Safety Committee shall consist of the Township Trustees or their designee, the Chief of Police or designee, and a member of the bargaining unit, and the union representative, if needed. It is mutually agreed that this committee shall meet as needed, after a written request from either party, for the following purposes: to discuss pending issues and to promote a more harmonious Labor / Management relationship; to discuss ways to improve efficiency within the Department; and, to discuss safety and health issues of the Department. The Employer and the OPBA shall comply with all applicable federal and state laws, rules, and regulations with regard to safety. If an agreement is reduced to writing and not followed, it shall be subject to the contractual grievance procedure (Article 11) for either management or the union.

ARTICLE 42
PERFORMANCE PROTECTION

Section 1. Performance Protection. The Township agrees to pay attorney fees if any, for the bargaining unit member sued as a result of the performance of his duties for the Township. The Township will also pay attendant costs of litigation as deemed necessary for the defense of said bargaining unit member as required by the attorney. (For example, subpoena fees, costs of depositions.) The bargaining unit member, within five (5) business days of having personally received a summons on complaint, or other documentation indicating that the member has been named in lawsuit as a result of the performance of his or her duties for the Township, shall submit in writing to the Chief of Police the name of an attorney, including proposed hourly fee, requested for defense. The attorney shall be selected by mutual agreement between the member involved and the Township Administrator for submission to the Board of Trustees for final authorization in accordance with Ohio law. The Township Administrator shall, within ten (10) business days of the Chief of Police having received such a request, and on behalf of the Board of Trustees, forward in writing to the bargaining unit member authorization to proceed with utilizing said legal services.

A bargaining unit member's failure to comply with the five (5) business day requirement for submitting the name of an attorney to the Chief of Police will result in that bargaining unit member's assuming responsibility for payment of all legal services related to personal counsel in a cause of action or pending litigation against that member.

Section 2. Individual Legal Counsel. The Township shall not be required to provide individual legal counsel as provided under the provisions of Section 1 when the member of the bargaining unit is not named as a defendant in a lawsuit which resulted from an alleged act or omission of the bargaining unit member or members while performing their duties on behalf of the Township. Instead, the Township will assure that proper legal representation is acquired and maintained for lawsuits. If it is later determined that an employee is being named as a defendant, said employee may select an attorney to represent them at the Township's expense. To clarify, if a bargaining unit member is named as a defendant, the Township shall be required to provide legal counsel at the member's request.

ARTICLE 43
DETRIMENTAL FORCE/CRITICAL INCIDENT

Section 1. For purposes of this article, a "Detrimental Force/Critical Incident" is generally defined/categorized as a situation where an officer is directly involved as a participant in the following: shootings; hostage situations; severe physical assaults; bombings; severe auto accidents; natural disasters; suicides; traumatic injuries; multiple fatalities; child fatalities; and, sudden or violent deaths of fellow workers or family members. In case of a Detrimental Force/Critical Incident, the involved member at the direction of the Chief of Police, or upon their request and with approval of the Chief of Police, shall be placed on administrative leave, without loss of pay or benefits, pending results of an investigation and/or evaluation. If alternative psychological services are available at no cost to the employer, the employee shall seek to utilize these services first. If no staff psychologist or certified support group is available, one will be chosen mutually by both parties. The initial psychological evaluation and initial counseling session shall be paid for by the employer. For purposes of this section, administrative leave shall terminate when the chosen/assigned psychologist determines that an employee is capable of returning to work. The decision of the chosen/assigned psychologist shall be final and non-appealable. Additional therapy or counseling upon termination of administrative leave will require use of an employee's sick time if psychological counseling is scheduled while on duty.

ARTICLE 44
MISCELLANEOUS

Section 1. Upon the prior approval of the Captain and Shift Supervisors, members shall be allowed by mutual agreement to trade days off on the same shift or shifts within the same week where the employees are assigned to different shifts.

Section 2. The Township agrees to pay for all long distance telephone calls employees are required to make in the performance of their assignments.

Section 3. Time Changes. When a member works the midnight shift in the fall, and works a nine (9) hour shift, the member shall be compensated one (1) hour overtime at the appropriate rate of pay.

When a member works the midnight shift in the spring of the year, it shall be the member's responsibility to report for work one (1) hour early for the midnight shift. Failure to report to work one (1) hour early shall result in the member being paid seven (7) hours pay for that shift.

Section 4. Field Training Officer. The Township and the Association desire to encourage police officers to volunteer to participate as Field Training Officers.

1. Officers must request, in writing, that they be considered for FTO positions, which shall include their supporting rationale in serving as an FTO.

2. Selected officers shall receive training as FTOs.

3. Officers entering the FTO training program agree to remain as FTOs for a minimum period of three (3) years, or the completed training of four (4) individuals, which ever comes first; this requirement shall not preclude an individual from choosing to continue as an FTO beyond the three year minimum period or completed training of four (4) individuals.

4. Officers that become trained as FTOs agree to accept and properly train all new officers assigned to them by the administration of the department.

5. FTOs shall be required to maintain and complete all required documentation regarding the progress of the individual they are training as provided by the administration of the department.

6. FTOs agree to complete a final report regarding the status of each individual they have trained which lists the strengths and weaknesses of the individual.

7. Compensation shall be based upon each 8-hour block of training that an FTO completes with any new officer assigned to them and shall include two (2) hours of compensation for every eight (8) hours of training.

   and,

8. Officers will not be compensated as an FTO unless they have been designated as an FTO and have completed the required documentation.

Section 5. Use of Unmarked Vehicles. Members assigned unmarked vehicles may take their vehicles home with the following restrictions.

1. Vehicles shall only be used for to and from township work and other duty related details.

2. Any member who changes his/her place of residence shall be reviewed by the township for continued use of the vehicle.

3. All existing departmental rules and/ or directives controlling this use of vehicle shall remain in full effect.

Section 6. Dog Handlers. It is the intent of this provision to provide full compensation as required by the Fair Labor Standards Act to those members who are responsible for the care, feeding, exercising and boarding of a Township-owned dog.

Every calendar month each canine officer will be provided with twelve (12) hours of A/T time.

As further compensation, the Township agrees to provide a marked police unit that the officer may use to transport his canine to and from work. It is agreed that the use of this vehicle off-duty is restricted and can only be used when the officer is involved in a duty related function.

Additional Township Responsibilities:

1. Township agrees to purchase the necessary type and amount of dog food needed to maintain a healthy dog.

2. Township agrees to pay any and all necessary medical expenses for the dog.

3. Township agrees to provide initial training of officer and dog. Any mandated certification or re-certification for officer or dog will be conducted on departmental time.

4. Township agrees that after a dog has been judged, by mutual agreement, to be unfit for continued police service, the dog handler will be sold the dog for $1.00.

5. Township agrees to pay for housing the dog in a kennel in the event the officer goes on vacation out of town up to twenty-one (21) days per year.

Officers' Responsibilities:

1. Officers agree to house dogs at their residences.

2. Officer agrees to be responsible for health, safety and supervision of the dog both on and off duty.

3. Maintenance of the dog to include regularly scheduled veterinarian visits, grooming and bathing will be conducted on the extra day off provided each month in this agreement.

4. Officers agree to stay employed with the Boardman Police Department for at least five (5) years from the date of completion of basic dog training.

5. Canine Officers agree that if they voluntarily leave employment with Boardman Township with the exception of a disability leave, or decide that they no longer wish to

be a canine handler prior to the end of the five-year period, the officer will be held financially liable for the cost of the dog based on a pro-rated formula. The formula will be computed in the following manner. The cost of the dog and the initial training would be added and then divided by 60 to equal 5 years. If an officer leaves early, then the number of months remaining from the sixty (60) month commitment would be multiplied by the cost per month. An example of this formula would be the following: the dog cost $6,500.00 and the initial training cost $500.00. The total cost would be $7,000.00 divided by 60 = $116.66 per month for every month left on the five (5) year commitment. The officer will be exempt from this condition if the dog can be satisfactorily retrained to be used by another officer.

6. In the event that a dog must be retried with less than five (5) years service, then the handler agrees that if the animal is able it will be used for stud services, the proceeds will be surrendered to Boardman Township.

7. Officers agree to see that the vehicles assigned to them for canine use are properly cleaned and maintained.

8. The Township agrees to provide K-9 Officers with $300.00 per year for cleaning and/or maintenance purposes related to housing dogs, upon submission of appropriate receipts for reimbursement.

Section 7. Weapons. The Township will provide each member with a duty weapon. Officers may purchase their duty weapon for $1.00 upon retirement.

Section 8. Employee Discipline. An employee who feels that he or she has been disciplined without just cause shall have the option to either appeal the discipline to the Boardman Township Civil Service Commission or to an impartial third party who shall be selected by mutual agreement of the Union and the Township.

Section 9. Employee Status Update Requirements. All members of the bargaining unit who are on injury leave, workers compensation, sick leave or any other leave provision of this agreement who are absent from work for a period greater than two (2) consecutive/continuous work weeks are required to maintain communication with departmental supervisors regarding their personal leave status and potential return to work. Members of the bargaining unit shall accomplish this maintenance of communication and status update by, health permitting, reporting to the police station at least one (1) time every two weeks for purposes of, but not limited to, checking electronic mail and messages, obtaining information related to any new work rules or regulations issued to members of the department, etc.

Section 10. Crime Scene Technicians. Officers who are trained as Crime Scene Technicians will bid their shifts by department seniority as otherwise provided in Article 18. However, at least one officer trained as a Crime Scene Technician will be assigned to each shift (0600-1400, 1400-2200, and 2200-0600). If those three shifts are not filled in the course of the regular bidding process, then the department reserves the right to assign a Crime Scene Technician to fill the vacant shift(s) by reverse order of seniority from among those who enter the program after

01/01/03. However, anyone trained as a Crime Scene Technician may be utilized to perform Crime Scene Technician duties as needed.

Section 11. Range Time. All members of the bargaining unit shall receive two (2) hours per month of paid range time, to include only fees incurred at a range, with receipts submitted for reimbursement. The Township reserves the right to select the appropriate range(s) for purposes of this provision.

Section 12. Random Drug & Alcohol Testing. Effective July 1, 2006, the bargaining unit agrees to fully cooperate and support a program of random drug and alcohol testing among the membership. Through a qualified entity and/or contractor of which services shall be retained by the Township, the bargaining unit agrees to allow the periodic selection of employees from the total employment pool of bargaining unit members of the OPBA/Boardman Patrolman to be tested on a quarterly basis. The contractor will ensure that all members of the bargaining unit have an equal, statistical likelihood of being directed for this mandatory random drug and alcohol testing. The quarterly drug and alcohol testing will constitute no less than ten percent (10%) of the average number of the bargaining unit members annually and will remain as such throughout the life of this Agreement on a quarterly basis.

In order to implement quarterly random drug and alcohol testing, the Township will provide employee identification to the contractor for use in the random selection database. The contractor will, in turn, furnish the Township with a list of individuals to be tested at the beginning of each selection period.

The Township and the Union agree to establish a working committee by May 1, 2006, comprised of any number of members from each party that shall meet to discuss and agree upon all testing parameters and implementation of the program to begin effective July 1, 2006. Such meetings may include meetings with the contractor selected by the Township.

For purposes of this section, alcohol testing parameters and/or limits utilized shall be those currently established by the Ohio Department of Transportation (ODOT) for Commercial Driver's License (CDL) holders.

ARTICLE 45
PHYSICAL FITNESS EVALUATION

Section 1. The parties have agreed to this voluntary physical fitness evaluation process as an encouragement for employee fitness. Prior to participating in the fitness evaluation program, an employee must submit documentation verifying that the employee has submitted to a physical examination within the three (3) months prior to the evaluation.

Section 2. An employee that participates in the department's annual fitness evaluation shall be compensated as follows:

A. For each component passed, the member shall receive the amount of seventy-five dollars ($75.00).

B. The employee shall receive an additional amount of two hundred dollars ($200.00) if he passes all six (6) components.

C. In order to qualify for fitness evaluation compensation an employee must participate in all components of the evaluation unless excused by the Chief or his designee.

D. Payment shall be made the first full pay period in November of each year.

Section 3. Participation in the fitness evaluation shall be voluntary, and shall take place during off-duty hours. No additional compensation shall be provided for the voluntary participation in the evaluation process.

Section 4. The employee shall not have either his failure to participate or his performance on the evaluation considered for any purpose other than as provided in this article.

Section 5. The components shall be the vertical jump, bench press, one (1) minute sit-up, one minute push-up, 300 meter run, and a 1.5 mile run, as set forth by the Cooper Institute in its Physical Fitness Assessments and Norms, unless otherwise agreed by the parties. Tests shall be scored strictly on a pass/fail basis. The standards shall be those set forth in a memorandum agreed to by the parties.

Section 6. Any injury sustained while participating in the fitness evaluation shall not be eligible for Injury on Duty Leave pursuant to Article 31 of this Agreement.

ARTICLE 46
FIREARMS PROFICIENCY PAY

Section 1. Upon passage of the firearms qualifications during the first opportunity to qualify in each calendar year as required by the Employer, those employees who meet or exceed the certification requirements will be given a proficiency allowance in the amount of two hundred dollars ($200.00). Satisfactory qualification will be evidenced by a letter of qualification from the range officer or training officer to the employee or the Township. Payment of the firearms proficiency allowance shall be made by the first pay period in August.

Section 2. The firearms proficiency allowance shall be paid to those bargaining unit members who qualified with duty weapons as required, beginning in calendar year 2012.

ARTICLE 47
DURATION

Section 1. This Agreement shall be effective as of January 1, 2012, and shall continue in full force and effect until December 31, 2014. The parties shall commence negotiations for a new contract no later than November 1, 2014.

SIGNATURE PAGE

Signed and dated at Boardman, Ohio, on this 23rd day of April, 2012.

For Boardman Township

Brad Calhoun, Trustee

Thomas Costello, Trustee

Larry Moliterno, Trustee

Jason Loree, Township Administrator

Robin L. Bell Negotiator
Clemans, Nelson & Associates, Inc.

For the Union

OPBA Director

OPBA Director

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Max Rieker, OPBA Attorney

APPENDIX A
SICK LEAVE CONVERSION OPTIONS

Article 30, Section 5 Option #1 Non-Pensionable

	Pay/Year
7/17/07-7/17/08	26
7/17/08-7/17/09	26
7/17/09-7/17/10	26

Hrs 7/17/07		1228.23			
3 year		60%			
		736.94			
Hr rate	$	27.97		Per pay	Inc hr rate
Total Dollars	$	20,612.22	78	$264.26	$3.31
		3/26/2008	61	$337.94	$4.23
		3/29/2008	60	$343.54	$4.30
		4/12/2008	59	$349.36	$4.37

Article 30, Section 4 Option #2 Partially Pensionable

SICK TIME BUY BACK OPTION (*LIMITED* PENSIONABLE)

Up to 120 hours from prior years (non-pensionable)
120 hours earned in calendar year less any hours taken in calendar year (pensionable)
50% of total above

SIDE LETTER #1
WAGE SCHEDULE ADMINISTRATION

Section 1. The parties recognize that upon execution of the prior agreement, effective January 1, 2009, through December 31, 2011, bargaining unit members hired prior to January 1, 2010, were placed at the appropriate step of the wage schedule or rate, identified in Article 21, Compensation. As of the effective date of this agreement, the bargaining unit members hired prior to January 1, 2010, are in Steps as set forth below:

	Employee Name	Step			Employee Name	Step
1.	Charles Mound	14		18.	William Woods	14
2.	Michael Mullins	14		19.	Daryn Tallman	14
3.	Michael Longo	14		20.	Jeffery Lytle	14
4.	Mark Jacobs	14		21.	Patrick Klingensmith	14
5.	Jack Neapolitan	14		22.	Heather Englert	14
6.	Anthony Ciccotelli	14		23.	Matthew Gilbert	14
7.	Gregory Stepuk	14		24.	Jonathan Martin	14
8.	Timothy Hughes	14		25.	Michael Salser	14
9.	Robert Spater	14		26.	Stephen Dubos	14
10.	Glen Patton	14		27.	Jamison Diglaw	14
11.	Darrell Wagner	14		28.	Joseph O'Grady	14
12.	Michelle Glaros	14		29.	Matthew Sell	14
13.	Benjamin Switka	14		30.	John Gocala	14
14.	Brian Cionni	14		31.	Michael Sweeney	14
15.	Douglas Flara	14		32.	Michael Dado	14
16.	Gerald Kamensky	14		33.	Phillip Merlo	14
17.	Richard Romeo	14		34.	Paul Poulous	10

Section 2. Step Placement. All bargaining unit members covered by this side letter, notwithstanding the years of service requirement contained in the Article 21, Compensation, shall advance to the next step of the wage schedule (e.g. 12, 13, 14, etc.) upon each anniversary date of the Agreement.

Section 3. Longevity Eligibility. Bargaining unit members covered by this side letter are not eligible to receive longevity payments provided in Article 23, Longevity, until such time as they occupy Step 14 of the wage schedule. Once a bargaining unit member is elevated to Step 14, he will be eligible to receive longevity pay, in accordance with Article 23, Longevity, based on his individual years of continuous, full-time service with the Employer, notwithstanding the time based step of the wage schedule in which he resides.

SIDE LETTER #2
SENIOR PATROL OFFICER GRIEVANCE

Section 1. During the previous contract term, a grievance was filed alleging that under the previous contract language "continuous service as a Police Officer" used to measure previous eligibility for Senior Patrol Officer 1-4 should have been read to include service with other Employers and allowed members to bypass steps of the wage scale accordingly.

Section 2. As part of this side letter, that grievance and the remedy requested is hereby deemed resolved and settled through this negotiations.

SIDE LETTER #3
ONE TIME PAYMENT

The parties agree that bargaining unit members will be entitled to a seven hundred fifty dollar ($750.00), one-time payment in each of the three years of the Agreement. Payment shall be made in the first full pay period after execution of the agreement in 2012. Thereafter, payment shall be made during the first full pay period in January 2013 and January 2014.

SIDE LETTER #4
PRIOR SERVICE CREDIT FOR WAGE SCHEDULE

At the discretion of the Employer, an applicant for employment may be given service credit for prior police service and be hired in at a rate other than the entry level rate.

SIDE LETTER #5
VACATION ACCRUAL SCHEDULE FOR CURRENT FULL-TIME EMPLOYEES

Section 1. The parties agree that full-time employees hired prior to September 1, 2009, shall receive vacation leave in accordance with the following schedule:

Completed Years of Active Service	Paid Days Off
1	10
6	15
12	20
13	21
14	21
15	22
16	23
17	24
18	25
19	26
20	27
21	28
22	29
23	30
24	31
25	32
26	33
27	34
28	35

SIDE LETTER #6
INSURANCE COST RELIEF

The parties recognize that it has been determined that each employee will be provided with five hundred dollars ($500) of insurance relief during calendar year 2012. It is further anticipated that the Insurance Committee will take action to include a Health Savings Account in the insurance plan for 2013 pursuant to Section 22.3. If a Health Savings Account is not adopted by the Insurance Committee, then the Union has the right to reopen this agreement for the limited purpose of negotiating the issue of the continuation of the insurance relief.

SIDE LETTER #7
FITNESS EVALUATION

In the implementation of the Fitness Evaluation program for the Department the parties shall appoint representatives to meet to determine the following items based upon mutual agreement:

1. Passing grades for each component based upon the standards set forth in the Cooper Institute protocol attached hereto;

2. How the Evaluation will be administered, including the identification of who will administer the Evaluation.

3. The six (6) components to comprise the test if different from those listed in Section 45.5.

SIDE LETTER #8
INSURANCE PREMIUMS

The parties agree that for the remainder of contract year 2012, bargaining unit members shall continue to pay ten percent (10%) for the premium cost of health care and ancillary coverage under the applicable plan. Thereafter, beginning with the first full pay period after January 1, 2013, the contribution rates shall be adjusted and shall be paid in accordance with the formula set forth in Section 3 of the Agreement as applied to the actual monthly insurance rates as of January 1, 2013.