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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

BY AND BETWEEN

PERRY
TOWNSHIP

AND

FRATERNAL ORDER OF POLICE

CAPITAL CITY LODGE NO. 9

JANUARY 1, 2013 - DECEMBER 31, 2015

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ARTICLE 1

AGREEMENT

Section 1.1. Agreement. This is an Agreement entered into by and between the Township of Perry, Franklin County, Ohio (the "Township"), and the Fraternal Order of Police, Capital City Lodge No. 9, (the "Lodge").

Section 1.2. Purpose. This Agreement is made for the purpose of promoting cooperation, and orderly, constructive and harmonious relations between the Township, bargaining unit members and the Lodge, and to set forth the complete understandings and agreements between the parties governing wages, hours, terms and conditions of those members' employment.

Section 1.3. Governing Law. This Agreement shall be governed by the laws of the State of Ohio, including, but not limited to, the provisions of Ohio Revised Code Chapter 4117.

Section 1.4. Severability. Should any part of this Agreement be held invalid by operation of law or by final order issued by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the 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 invalidation of any portion of this Agreement, the parties shall, upon the written request of either party, meet within thirty (30) days after receipt of such request in an attempt to modify the invalidated provision(s) by good faith negotiations.

Section 1.5. Sanctity of Agreement. The Township and the Lodge agree that no elected official of the Township or Lodge Representative shall ask a member to make any written or verbal agreement which would conflict with this Agreement. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by each of the parties.

Section 1.6. Past Benefits and Practices. Any past benefit or past practice that has been continuous, known, uniform and sanctioned by the Township Board of Trustees, but not incorporated in this Agreement, shall not be altered until and unless good faith discussions between the Township and the Lodge take place. The Township Trustees shall determine what matters constitute a past benefit or practice and such determination shall not be subject to arbitration.

ARTICLE 2

RECOGNITION

Section 2.1. Recognition. The Township recognizes the Lodge as the sole and exclusive representative for all employees included in the bargaining units described in Section 2.2 in matters affecting wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of any provision of this Agreement.

Section 2.2. Bargaining Units. There are two (2) bargaining units established by this Agreement. The first bargaining unit consists of all sworn, regular full-time members of the Perry Township Police Department (the "Department") who are below the rank of Sergeant. The second bargaining unit consists of all sworn, regular full-time members of the Department who are of the rank of Sergeant, excluding the Lieutenant and the Chief of Police. The parties agree to engage in multi-unit bargaining for the purpose of reaching agreement for members of both bargaining units. Unless otherwise noted herein, the term "bargaining unit members" shall mean employees within both bargaining units (hereinafter sometimes referred to singularly as "member" and collectively as "members").

ARTICLE 3

NON-DISCRIMINATION

Section 3.1. Joint Pledge. As may be provided by applicable law, neither the Township nor the Lodge shall unlawfully discriminate against any member on the basis of age, sex, race, color, creed, national origin, political affiliation, disability, marital status, military status, application for or participation in the worker's compensation program or membership or nonmembership in the Lodge.

Section 3.2. Township Pledge. The Township agrees not to interfere with the rights of bargaining unit members to become members of the Lodge, and the Township shall not discriminate, interfere with, restrain or coerce any member because of Lodge membership or because of any legal member activity performed in an official capacity on behalf of the Lodge, as long as that activity does not conflict with the terms of this Agreement or is not in violation with law, rule or regulation.

Section 3.3. Lodge Pledge. The Lodge recognizes its responsibility as bargaining agent and agrees to equally represent all members of the bargaining units without discrimination, interference, restraint, or coercion. The Lodge agrees not to interfere with the rights of members to refrain or resign from membership in the Lodge and the Lodge shall not discriminate, interfere with, restrain, or coerce any member exercising the right to abstain from membership in the Lodge or involvement in Lodge activities.

ARTICLE 4

LODGE SECURITY

Section 4.1. Dues Deduction. The Township agrees to deduct regular Lodge membership dues, as certified by the Lodge to the Township, the first pay period of each month from the payroll check of a member. The Township also agrees to deduct Lodge initiation fees and assessments, as certified by the Lodge to the Township, in the first pay period of a month in which such fees and assessments are due from the pay of a member. If a member has insufficient pay in the first pay period of a month in which said deductions are due, the deductions shall be made from the next or a subsequent pay. If a deduction is desired, the member shall sign a payroll deduction form which shall be furnished by the Lodge and presented to the Township Fiscal Officer. The Township Fiscal Officer agrees to furnish to the Financial Secretary of the Lodge, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a notice of any change in the number of members for whom deductions were made. Nothing herein shall prohibit

members covered by this Agreement from submitting dues directly to the Lodge. No other employee organization dues shall be deducted from any member's pay during the term of this Agreement.

Section 4.2. Maintenance of Membership. A bargaining unit member who is a member of the Lodge on the ratification date of this Agreement or who becomes a Lodge member during its term shall maintain such Lodge membership for the duration of this Agreement. A bargaining unit member who is not a Lodge member shall reimburse the Lodge for the actual costs of any service rendered by the Lodge in its representation of the nonmember in the grievance or arbitration process, including the costs associated with the Lodge's employment of legal counsel and the arbitrator's fees and/or expenses incurred under Section 5.7 E. The Lodge may require that the bargaining unit member make an advance payment to the Lodge as security for costs to be incurred prior to the Lodge's rendering of services called for hereunder. The provisions of this Section are not subject to the Grievance Procedure set forth in this Agreement.

Section 4.3. Processing. The Township shall be relieved from making such individual "check-off" of dues deductions upon a member's: (1) termination of employment; (2) transfer to a job other than one covered by a bargaining unit; (3) an unpaid leave of absence; (4) revocation of the check-off authorization in accordance with the terms of this Agreement; or (5) resignation by the member from the Lodge. Any changes in the rate at which dues are to be deducted shall be certified to the Township Fiscal Officer by the Treasurer of the Lodge at least thirty (30) days prior to the implementation date. One (1) month advance notice must be given to the Township Fiscal Officer prior to making any changes in an individual's dues deductions. The parties agree that neither the members nor the Lodge shall have a claim against the Township for errors in the processing of deductions, unless a claim of error is made to the Township in writing within one hundred eighty (180) days after the date such an error is claimed to have occurred. If it is found an error was made, it will ordinarily be corrected at the next pay period that the Lodge dues deduction would normally be made by deducting the proper amount.

Section 4.4. Additional Payroll Deduction. The Township may, at its option, provide the Lodge with an additional payroll deduction for the purpose of the Lodge providing an additional member benefit.

Section 4.5. Lodge Indemnification. The Lodge hereby agrees that it will indemnify and hold the Township harmless from and against any and all claims, actions or proceedings, including the defense thereof, by any person arising from deductions made by the Township pursuant to this Article. Once the funds are remitted to the Lodge, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Lodge.

Section 4.6. Bulletin Board. The Lodge shall be permitted to continue to maintain a bulletin board in the Roll Call Room. Lodge bulletins and Lodge material only will be permitted to be posted on this board. In the event inappropriate material is placed on the Lodge bulletin board, it shall be immediately removed by a Lodge Representative.

Section 4.7. Ballot Box. The Lodge shall be permitted, upon prior notification to the Chief of Police, to place a ballot box in the Roll Call Room for the purpose of collecting members' ballots on all Lodge issues subject to ballot. The box shall be the property of the Lodge and its contents shall not be subject to the Department's review.

Section 4.8. Bargaining Unit Meetings. The Lodge shall be permitted, upon prior notification to and approval by the Chief of Police, to hold meetings for members at Departmental Headquarters or other Township building, room or facility. The Chief of Police shall not unreasonably withhold approval for such meetings. It is intended that normal Departmental operations shall not be disrupted by the use of this provision.

Section 4.9. Use of Intra-Departmental Mail. The Lodge shall be permitted to utilize the intra-departmental mail and email systems and agrees that the use of these systems will be reasonable and limited to the purpose of providing information to members pertaining to Lodge business or bargaining unit representation. All mail placed into the mail system by the Lodge shall be the property of the member to whom it is addressed and shall not be subject to the Township's review. The Township shall not be responsible for such mail. Any Lodge use of the email system is subject to reasonable regulation by the Township. There is no expectation of privacy as to the Lodge's use of the email system.

Section 4.10. Personal Mail. It is the policy of the Township that the Township offices shall not be used by members as an address for regular receipt of personal mail. However, in the event clearly marked or identifiable personal mail is sent to a member at the Township offices, it shall not be subject to prior review by the Department or Township; provided, however, that the Department shall not be deemed in breach of this provision should such mail be inadvertently opened upon a good faith belief that such mail was intended for or relates to Departmental and/or Township operations.

Section 4.11. Lodge Business. Representatives of the Lodge, other than bargaining unit members, shall be permitted to transact official Lodge business at Departmental work sites at all reasonable times, provided that this shall not interfere with or interrupt normal Departmental operations, and provided the representative gives the Chief of Police or designee advance notice.

Section 4.12. Grievance Representatives. For each bargaining unit, the Lodge President shall designate not more than one (1) Grievance Representative and alternate in each unit who shall be Lodge members. Grievance Representatives shall be allowed to attend two (2) Grievance Procedure Seminars sponsored by the Lodge per year, with pay, where each Seminar is held during a regular tour of duty and does not exceed eight (8) hours in length. Approval for attendance at these meetings shall not be unreasonably withheld; however, not more than one Grievance Representative shall be released from duty at the same time for purposes of seminar attendance. The Lodge President shall notify the Chief of Police, in writing, of the names of the Grievance Representatives within thirty (30) days of their appointment. The authorized functions of a Grievance Representative shall include the following: (a) attendance at any joint meeting between the Township and Lodge relating to employee relations and/or grievances; (b) representation of a member in investigating and processing grievances; (c) providing general supervision and coordination of grievances.

Section 4.13. Lodge Delegate. One duly elected delegate or alternate to the State or National Conferences of the Fraternal Order of Police shall be allowed eight (8) hours with pay to attend such functions; other hours may be marked as approved leave, subject to approval by the Chief of Police. This approval shall not be unreasonably withheld.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 5.1. Grievance Defined. A grievance is an allegation that there has been a breach, misinterpretation, or improper application of this Agreement or that a Departmental work rule or regulation has not been uniformly applied.

Section 5.2. Qualifications. A grievance may be initiated by an aggrieved member or by the Lodge. A grievance initiated by the Lodge shall be filed at Step Three, and be signed by a Lodge Officer. When a group of members desires to file a grievance involving each member of the group in a substantially similar manner, the Lodge or the Grievance Representative may select one (1) member to process the grievance as the designated representative of the affected group. Termination grievances, if initiated, shall be filed directly at Step Five of the Grievance Procedure. A member has the right to file grievances and have them adjusted without the assistance of a Lodge Representative, as long as the adjustment is consistent with the terms of this Agreement.

Section 5.3. Jurisdiction. Nothing in the Grievance Procedure shall deny members or the Lodge any rights available at law to achieve redress of their legal rights, including but not limited to, the right to file charges with the State Employment Relations Board. However, once a member or the Lodge elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure and a court or administrative tribunal takes jurisdiction over the complaint, dispute, or charge, the member and the Lodge are thereafter precluded from seeking a remedy under this procedure.

Section 5.4. Grievance Withdrawal. Any member or the Lodge may withdraw their respective grievance at any point by submitting in writing a statement to that effect or by permitting the time requirement at any Step to lapse without further appeal. Once a grievance is withdrawn, the member and/or the Lodge shall thereafter be precluded from filing a grievance or taking any similar action based upon the incident or circumstance which gave rise to the initial grievance. Any grievance so withdrawn shall be considered resolved in favor of the Township, unless the grievance is withdrawn as a result of fraudulent misrepresentation on the part of the Township in the course of this Grievance Procedure. In the event of such an occurrence, the grievance shall again be initiated within ten (10) calendar days at the Step of last response.

Section 5.5. Time Limits and Representatives. Any grievance which is not answered within the stipulated time limits may be advanced by the member to the next succeeding Step in the Grievance Procedure within the time frames set forth therein. All time limits on grievances may be waived by mutual written consent signed by the parties. Any Step in the Grievance Procedure may be waived on any grievance by mutual consent. The parties may, upon advance notice, bring additional representatives to any meeting in this grievance procedure, provided that the attendance of such representative may be beneficial in resolving the grievance and will not unduly disrupt or otherwise interfere with the Grievance Procedure outlined herein. For purposes of computing time under this procedure, where the last day a grievant or respondent is required to act under the time limits set out in this Article falls on a holiday, the grievant's or respondent's scheduled day off, or during the grievant's or respondent's approved leave, the time limit for the act shall be automatically extended to the end of the next regularly scheduled work day for such person. Furthermore, if an office specified for receipt of a grievance or the issuance of a response is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or the issuance of a response, then the

grievant or respondent, as the case may be, will be permitted to file such grievance or issue such response on the next day on which such office is open.

Section 5.6. Grievance Form. Grievances shall be processed on the mutually agreed upon form. The Lodge shall be responsible for the printing and distribution of the grievance forms.

Section 5.7. Grievance Steps. All grievances must be processed at the proper Step in the progression in order to be considered at any subsequent Step. The following Steps and procedures shall be utilized in the resolution of grievances:

A. Step One - Informal.

1. A grievant shall first attempt to resolve a grievance informally with the grievant's immediate supervisor. This attempt at informal resolution shall be made by the grievant within the earlier of ten (10) calendar days of the date the grievant first has knowledge of the events or circumstances giving rise to the grievance, or within forty-five (45) calendar days of the date these events or circumstances occurred. At this Step there is no requirement that the grievance be submitted or responded to in writing. However, upon request of the grievant, a Grievance Representative may be present, or may initiate the informal attempt at resolution on behalf of the grievant. The supervisor shall provide a verbal answer to the grievant or Grievance Representative within seven (7) calendar days after the initial attempt at informal resolution.

2. If the grievant is not satisfied with the response from the immediate supervisor at this Step, the grievant may pursue the formal Steps which follow. In doing so, the grievant may seek the assistance of the Grievance Representative.

B. Step Two - Immediate Supervisor.

1. Should the grievant not be satisfied with the response at Step One, the grievant may submit the grievance in writing to the grievant's immediate supervisor. This written grievance shall be submitted to the supervisor within seven (7) calendar days after receiving the informal Step One response. The supervisor shall note on the grievance form the date of its receipt.

2. Within seven (7) calendar days after receipt of the grievance, the supervisor shall submit to the grievant and/or the Grievance Representative a written response to the grievance, which response shall be signed and dated.

C. Step Three - Chief of Police.

1. Should the grievant not be satisfied with the response at Step Two, the grievant may appeal the grievance to the Chief of Police. The grievant shall initiate this appeal by delivering, within seven (7) calendar days after receipt of the Step Two response, a copy of the grievance form containing the written response from Step Two and any other pertinent documents to the Office of the Chief of Police. The Chief of Police shall note on the grievance form the date of its receipt.

2. Within ten (10) calendar days after receipt of the grievance, the Chief of Police shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievant. The grievant may bring to the meeting, or may

send as a representative, the Grievance Representative and/or Lodge Representative. One representative of the Township may attend the meeting at the invitation of the Chief of Police.

3. At the meeting called for at this Step, the grievant and/or the Grievance Representative will be permitted to give a full explanation of the grievance and the material facts relating thereto.

4. Within seven (7) calendar days after the meeting at this Step, the Chief of Police shall submit to the grievant and/or the Grievance Representative a written response to the grievance, which response shall be signed and dated.

D. Step Four - Board of Trustees.

1. Should the grievant not be satisfied with the response at Step Three, the grievant may appeal the grievance to the Board of Trustees. The grievant shall initiate this appeal by delivering, within seven (7) calendar days after receipt of the Step Three response, a copy of the grievance form containing the written responses from prior Steps, and any other pertinent documents, to the office of the Board of Trustees.

2. The grievance shall be heard by the Board of Trustees or its representative at its next regular meeting, unless the grievant requests or the Trustees direct that the matter be heard at the next subsequent regular meeting. The grievant may be represented by the Grievance Representative or other Lodge Representative at this meeting. Within seven (7) calendar days after the meeting, the Board of Trustees or its representative shall submit to the grievant a written response to the grievance, which response shall be signed and dated.

E. Step Five - Arbitration.

1. If the grievance is not satisfactorily resolved in Step Four, the Lodge, upon approval of the Lodge President or designee, may make a written request that the grievance be submitted to binding arbitration. A request for arbitration must be submitted to the Township Board of Trustees within fourteen (14) calendar days following the date the grievance was answered in Step Four of the Grievance Procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step Four reply.

2. Upon receipt of a request for arbitration the Township and the Lodge shall either jointly agree to an arbitrator or request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within fourteen (14) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. The first (1st) party to strike a name shall be determined by a coin toss. The last remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the right to elect to reject the list in its entirety and to request the submission of a new seven (7) member panel, which election may only be exercised once. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.

3. The arbitrator shall determine the grievance in accordance with the terms of the Agreement in effect on the date of the incident giving rise to the grievance.

4. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement. The arbitrator shall be confined solely to the issues submitted for arbitration. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to order modification of said discipline for the offense charged. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than forty-five (45) calendar days prior to the date the grievance was presented to the Township in Step One of the Grievance Procedure.

5. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is nonarbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is not arbitrable, the arbitrator shall render no decision on the merits.

6. The decision of the arbitrator shall be final and binding upon the Lodge, the member and the Township. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Township and the Lodge. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expenses, if any, of the witnesses shall be borne by the party calling the witness except that member witnesses on duty time shall not lose any wages due from the Township. The fees of the court reporter shall be paid by the party asking for one. The fees of the court reporter shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript. The Township shall not incur any overtime expense as a result of this Step.

Section 5.8. Time Off For Presenting Grievances. A grievant and Grievance Representative shall be allowed reasonable time to pursue a grievance during their regular tours of duty with prior approval of their respective supervisors, provided that normal Departmental operations shall not thereby be interfered with or interrupted. Grievance meetings at Step Three shall, to the extent possible, be held during the grievant's tour of duty. The Grievance Representative and/or the grievant must obtain prior approval from their respective supervisor(s) before conducting meetings with each other or with other members while on duty, which approval shall not be unreasonably withheld. The Grievance Representative shall be allowed reasonable time, as approved by the supervisor, during the Representative's regular tour of duty, to conduct a proper investigation of each grievance, which approval shall not be unreasonably withheld. The withholding of such approval shall result in an automatic, equivalent extension of the time limits within which a grievant must appeal the grievance or have it heard. The Township shall not incur any overtime expense as a result of this provision.

ARTICLE 6

MANAGEMENT RIGHTS

Section 6.1. Management Responsibilities. The Lodge recognizes the right and authority of the Township, subject to the restrictions, modifications, and limitations of this Agreement, to administer the business of the Township of Perry, and in addition to other functions and

responsibilities which are required by law, the Lodge recognizes that the Township has and will retain the full right and responsibility to direct the operations of the Department, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees;

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

C. To determine the Department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;

D. To determine the size and composition of the work force in the Township's organizational structure, including the right to relieve employees from duty by layoff or job abolishment;

E. To determine the hours of work and work schedules required to most efficiently operate;

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

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

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

I. To determine the overall budget;

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

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

Section 6.2. Matters Bargained and Not Bargained. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of reasonable policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement. The Township is not required to bargain with the Lodge during the term of this Agreement on subjects reserved to its management and direction, except as affect wages, hours, terms and conditions of employment and the continuation, modification or deletion of a provision of this Agreement.

ARTICLE 7

WAIVER IN CASE OF EMERGENCY

Section 7.1. Waiver. In cases of emergency declared by the Perry Township Board of Trustees or the Chief of Police, resulting from acts of God or civil disorder, the following

conditions of this Agreement shall automatically be suspended for the duration of the emergency:

1. Time limits for management, the Lodge, or a member to reply on grievances.

2. Selected work rules and/or agreements and practices relating to the assignment of all members.

Section 7.2. Termination. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the Grievance Procedure to which the grievance(s) had properly progressed.

ARTICLE 8

INTERNAL INVESTIGATIONS

Section 8.1. Internal Investigations. This Section is designed to address internal investigations of members. During such investigations, the following criteria apply:

A. Whenever a member is initially notified to report for any internal investigation or is contacted by an Internal Affairs investigator or a Supervisor, who has been requested to contact the member, concerning any internal investigation or complaint, that member shall be provided in writing, on a form developed by the Department, with the general nature of the inquiry and shall be given an opportunity, within a reasonable time period of not less than seventy-two (72) hours, to contact the Lodge for the purpose of obtaining a Lodge representative, or an attorney, prior to being interviewed. If requested by the member, the Lodge representative or the Lodge attorney shall be allowed to accompany the member during all interview sessions. During an interview session, if the member requests the assistance of a Lodge representative or Lodge attorney, the interview session shall cease until a Lodge representative or Lodge attorney is obtained or advice acquired. The member(s) and the Internal Affairs Bureau, or the investigator, or the Supervisor, may waive the seventy-two (72) hour time limit. A member shall be subject to being recalled for further interviews. Unless the general nature of the inquiry materially changes, no further written notice to a member is required for subsequent interviews.

B. Prior to any questioning, the member(s) under investigation shall be advised in writing of both the general nature of the inquiry and the specifications of the alleged complaint, including a copy of the complaint, if any (where the complaint is subject to release under the Ohio public records law). The member will also be given a brief synopsis of the facts surrounding the investigation.

C. When a member is to be interviewed as a witness, such interview shall be conducted in accordance with the procedures established herein.

D. Prior to any questioning, a member who is being interviewed shall be advised of such member's criminal rights and/or administrative rights, whichever are applicable.

E. Any interrogation, questioning or interviewing of a member will, to the extent possible, be conducted during such member's working hours. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for attendance to physical necessities.

F. Any interrogation and/or interview, including polygraph interviews, of members shall be tape recorded by the Department at the request of either party. The member and/or such member's attorney will be afforded the opportunity, upon written notice directly to the Chief of Police or designee, to listen to and make personal notes to verify the accuracy of a tape made of such member's interview, subsequent to that interview. If a transcript of the tape is made by the Department, the member will, upon request, be provided a copy of such transcript.

G. Any evidence obtained in the course of an Internal Investigation through the use of improper administrative pressures shall not be admissible in any subsequent criminal action or Departmental hearing. However, it is not improper administrative pressure in relation to a Departmental hearing or an allegation being investigated to charge a member with insubordination for failing to answer questions or participate in an investigation, but the member must be advised that such conduct may be made the basis for such a charge. In addition, explanation of potential disciplinary consequences as to the matter under investigation shall not be construed as improper administrative pressure.

H. Members may be given a polygraph examination only if they are the primary focus of an investigation, a witness to an incident or with the consent of the member. Polygraph examinations shall be administered by an outside person and/or agency. No polygraph examination shall be given in an incident that could not amount to a violation of law, unless the member consents. In addition, a member may also be ordered to take a polygraph examination if the complainant against the member takes a polygraph examination, and the results of the complainant's polygraph support the complaint against the member. The results of a polygraph examination cannot be used in any subsequent criminal action unless properly stipulated prior to the giving of such examination in accordance with the laws of the State of Ohio. Further, the results of a polygraph examination cannot be used in any subsequent disciplinary action unless there is other evidence to corroborate the allegations.

I. When any anonymous complaint is made against a member and there is no corroborative evidence, then the complaint shall be classified as unfounded.

J. After an accused member receives notice to appear at an administrative hearing before the Board of Trustees, the member and such member's attorney, when one is involved, shall be provided access to transcripts, records, written statements, video and audio tapes, and results of any polygraph examinations pertinent to the case. Such access will be provided only after written request by the member or the Lodge representative or Lodge attorney to the Chief of Police. A request for a continuance for a reasonable amount of time to review the above referenced material shall not be unreasonably denied.

K. Any member (other than members interviewed as witnesses) who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. Further, if the investigation exceeds sixty (60) days, a representative

of Internal Affairs shall, upon request, inform the concerned member in writing that additional time is required to complete the investigation. Thereafter, the concerned member shall, upon request, receive a status report, outlining the current status of the investigation and the reason requiring additional time for it, every thirty (30) days. During the pendency of any investigation, a member may, at the discretion of the Chief of Police, be placed on administrative leave with pay for such time or times as the Chief of Police may deem necessary.

ARTICLE 9

CORRECTIVE ACTION

Section 9.1. Discipline for Cause. No member shall be reduced in pay, suspended, discharged or otherwise disciplined except for just cause. This Section does not apply to members while in their probationary period.

Section 9.2. Progressive Disciplinary Action. For charges other than insubordination, the principles of corrective action will be followed with respect to conduct which is not a violation of law. The charge of insubordination will only be used when no other charge is applicable or when the member has been informed that the member's conduct, if continued, will be considered in subordination. Ordinarily, progressive corrective action will involve an oral reprimand before a written reprimand, a written reprimand before a suspension, and a suspension before removal for a repeated offense or an additional related offense. If the offense is of a serious nature, a different disciplinary sequence may be utilized. The commission of a third offense for which an oral or minor written reprimand could be given shall constitute a serious offense. For any offense of a serious nature, including multiple minor infractions, the member shall at least receive a written reprimand which shall be placed in the member's personnel file. When there is reason to believe that a member has committed a serious infraction which may lead to either suspension or removal, the Board of Trustees may prefer charges and make disposition against the member, as provided in Ohio Revised Code Sections 509.01 and 505.491 et. seq. This disciplinary sequence may also be utilized upon recommendation of the Chief to the Board of Trustees. Whenever a member reasonably believes that a meeting or conference with a supervisor may result in disciplinary action, the member may request the presence of the Grievance Representative.

Section 9.3. Appeals. Nonprobationary members may elect to appeal a decision of the Board of Trustees to impose a suspension or a removal either to Common Pleas Court as provided by law, or directly to arbitration, with the approval of the Lodge President, as provided in Section 5.7 E. In the event an appeal is taken to the Common Pleas Court, as provided by law, the member is precluded from electing to take any appeal to arbitration. In the event that a member appeals the findings of the Board of Trustees to arbitration, as provided in Section 5.7 E, the member shall be precluded from pursuing any appeal to the Common Pleas Court, except as provided in Ohio Revised Code Chapter 2711.

Section 9.4. Duration of Disciplinary Records. Oral reprimands or minor written reprimands shall not be placed in a member's personnel file, but the Chief or a supervisor may retain a record outside the personnel file to document the incident, which record will not be retained for more than six (6) months, provided no further corrective action has occurred. Written reprimands will be removed from the personnel file of the member upon the member's written request no later than one (1) year after such action was taken provided no further corrective action has occurred. Records of disciplinary action for which a suspension is given will be

removed from the personnel file of the member upon the member's request no later than twenty-four (24) months after such action was taken. Written reprimands and suspensions so removed from a personnel file shall be placed and stored in a separate Township file until these materials can be legally destroyed. However, the Chief may maintain a memorandum of such removal and storage in a file other than the member's personnel file.

Section 9.5. Review of Personnel Files. Every member shall be allowed to inspect their personnel file at any reasonable time upon the member submitting a written request to the Chief of Police. Except for supervisory personnel, administrative personnel and other Township representatives, all inspections of personnel files by a member or by others pursuant to Section 149.43 will be conducted in the presence of a designated Township representative(s). Upon a request to review a member's personnel file pursuant to Section 149.43 of the Ohio Revised Code, the Township will make a reasonable attempt to notify the member of the request unless such notification would violate law. A reasonable attempt shall at least include a telephone call to the member's home or pager, an intraoffice memorandum provided to the member or placed in the member's mail slot, personally informing either the member or an individual residing in the member's home, providing written notice to the member at the member's home, or making such other similar effort.

Section 9.6. Inaccurate Documents. Should any member have reason to believe that there are inaccuracies in documents contained in their file, the member may notify the Chief of Police in writing of the alleged inaccuracy. Material will be removed from the file and placed in a confidential Township file until the material can be legally destroyed, when a member's claim that it is inaccurate, irrelevant, untimely or incomplete is verified and sustained by the Chief of Police. The member shall also have the right to submit a written statement detailing the member's objections to the materials in question. If such a statement is prepared, it shall be attached to the material objected to by the member. In the alternative, the member may pursue the remedies under the Grievance Procedures.

Section 9.7. Copies of Records of Disciplinary Action. A copy of any record of disciplinary action which has been placed in or removed from the member's personnel file shall be provided to the member at the time of its placement or removal. Unfounded citizens' complaints and anonymous charges shall never be placed in the member's personnel file.

Section 9.8. Private Action. The Township agrees that, to the extent permitted by law, all disciplinary procedures shall be carried out in private and in a businesslike manner. Any member in disagreement with the action taken by the Township may file a grievance in accordance with the Grievance Procedure contained in this Agreement.

Section 9.9. Alternative Disciplinary Procedure. Notwithstanding the foregoing Sections 9.2 and 9.3 and regardless of the disciplinary provisions set forth in Ohio Revised Code Sections 505.491 et seq., the Board of Trustees may, as an alternative and at its sole option, utilize the following procedure in lieu of the aforementioned statutory procedure in those cases where there is reason to believe that a member has committed a serious infraction which may lead to suspension, demotion and/or removal:

A. The Board of Trustees and/or its designee shall reduce to writing the basis for the proposed disciplinary action. A true and accurate copy of the charges then existing shall be served upon the member, either by personal service or by certified mail.

B. Prior to any suspension, demotion or removal, the Board of Trustees shall conduct a hearing on the charges. The member shall be provided at least ten (10) calendar days notice of the hearing. The time and/or date of the hearing may be continued by mutual agreement. At the hearing (which shall, if mutually agreed upon between the Board of Trustees and the member, be held in executive session), the member shall have the right to be represented by an attorney, to present evidence on his or her behalf and to question adverse witnesses. Pending any hearing, the Board of Trustees and/or the Chief of Police may place the member on administrative leave with pay.

C. For purposes of this alternative disciplinary procedure, the Board of Trustees may administer oaths and, to the extent permitted by law, issue subpoenas or compulsory process to compel the attendance of persons and the production of books and papers before it and the Board may provide, by resolution(s), for the manner and method of exercising and enforcing this provision. The Board shall cause the hearing to be transcribed by a court reporter.

D. In the event the Board of Trustees elects to utilize the alternative disciplinary procedure provided for herein, the parties intend the provisions of this alternative procedure to supersede conflicting provisions contained in both this Agreement and the Ohio Revised Code.

E. Nonprobationary members may elect to appeal a decision of the Board of Trustees to impose a suspension, demotion or removal under this alternative disciplinary procedure either to the Common Pleas Court as provided by law, or directly to arbitration, with the approval of the Lodge President, as provided in Section 5.7 E. In the event an appeal is taken to the Common Pleas Court, as provided by law, and the court takes jurisdiction over the matter, the member is precluded from electing to take any appeal to arbitration. In the event that the member appeals the finding of the Board of Trustees to arbitration, as provided in Section 5.7 E, the member shall be precluded from pursuing any appeal to the Common Pleas Court, except as provided in Ohio Revised Code Chapter 2711.

Section 9.10. Summary Suspensions. Notwithstanding anything to the contrary contained in this Article or elsewhere in this Agreement, and regardless of Ohio Revised Code Sections 505.491, et seq., in instances involving any type of offense deemed by the Chief of Police to be of a serious nature, the Chief may, upon the Chief's own initiative and with the agreement of the member, summarily suspend a member for up to thirty (30) full working days without pay for each such offense. Prior to imposing such a suspension, the Chief of Police shall:

A. Meet with the member in order to provide the member with an opportunity to explain the conduct in question; and

B. If the member agrees to accept the suspension proposed by the Chief of Police, inform the member in writing of the effective date(s) of such suspension.

Section 9.11. Member's Right to a Predisciplinary Conference. In those cases where the member does not agree to accept a suspension in accordance with the terms of Section 9.10, the member shall have the right to a predisciplinary conference with the Chief of Police and/or designee before any disciplinary action is imposed; provided, however, that the Chief of Police shall, from time to time and in the Chief's sole discretion, have the right to designate any other person or body to conduct the predisciplinary conference; further provided, however, that in the event the Chief of Police personally conducts a substantial portion of the investigation upon

which a proposed suspension is based, then the Board of Trustees, its Chairperson or such other individual Board member as the Chairperson may, from time to time and in the Chairperson's sole discretion, designate shall conduct the predisciplinary conference. The person conducting the predisciplinary conference (whether the Chief of Police, the Board of Trustees or its Chairperson, or such other designated person or persons) shall have the right and authority to issue any decision(s) and impose any suspension(s) in accordance with the remaining provisions of this Section. If a member desires a predisciplinary conference, the procedure for this conference shall be as follows:

A. Prior to the conference before the Chief of Police or designee, the member shall be provided a statement of the charges. The member shall also be given at least three (3) calendar days notice of the time, date and place of the conference. The time and/or date of the conference may be continued by mutual agreement.

B. At the conference, the Chief of Police or designee may appoint a person(s) to prosecute the charges and/or may personally present evidence, request the attendance of witnesses and question witnesses in support of the charges. The member shall have the right to be represented at the conference by a Lodge representative or Lodge attorney to present evidence and to question adverse witnesses. The Chief of Police or designee may administer oaths. The conference may be tape recorded by either party. In addition, either party may cause the conference to be transcribed by a court reporter.

C. A decision shall be issued within thirty (30) days of the conclusion of the conference. As previously noted, notwithstanding Ohio Revised Code Sections 505.491 et seq., the decision of the Chief of Police or designee shall be final and binding, and such decision (and any resulting suspension) may not be appealed to or otherwise challenged in any court or similar tribunal; provided, however, that a nonprobationary member may, with the approval of the Lodge President as provided in Section 5.7 E, elect to appeal the decision (and any resulting suspension) directly to arbitration.

D. If a nonprobationary member properly perfects an appeal of a decision to arbitration as provided in Section 5.7 E, then suspensions of six (6) working days or more shall be stayed, pending the decision of the arbitrator. However, suspensions of less than six (6) working days may be summarily imposed by the Chief of Police or designee following the decision of the Chief of Police or designee regardless of an arbitration request.

E. A record of suspensions imposed under Sections 9.10 and/or 9.11 of this Agreement may be placed directly into the member's personnel file by the Chief of Police or designee without the need for action on the part of the Board of Trustees.

F. The parties intend that the provisions contained in Sections 9.10 and/or 9.11 confer upon the Chief of Police and/or designee the right, power and authority to summarily suspend a member without pay in accordance with the procedures set forth therein; subject, however, to the nonprobationary member's ability to appeal such decision directly to arbitration as provided in Section 5.7 E. Accordingly, in the event the suspension procedures set forth in Sections 9.10 and/or 9.11 are utilized, the parties intend the provisions contained in those Sections to supersede conflicting provisions contained in both this Agreement and the Ohio Revised Code.

ARTICLE 10

PROBATIONARY PERIODS

Section 10.1. Initial Probation. Upon appointment, a member will be required to successfully complete a one (1) year probationary period. A probationary member may be terminated at any time during the probationary period and shall have no recourse to the grievance or arbitration procedure concerning probationary termination, nor may the member appeal such termination in the Court of Common Pleas pursuant to Section 505.491, et seq. of the Ohio Revised Code.

Section 10.2. Promotional Probation. A newly promoted member will be required to successfully complete a probationary period in such member's newly appointed position. The promotional probationary period for a newly promoted member shall begin on the effective date of the promotion and shall continue for a period of one (1) year (i.e. 365 days). A newly promoted member who evidences unsatisfactory performance may be returned to the member's former classification at any time during the second half of the member's probationary period, provided that the member shall be reinstated to the former rank and salary held by such member immediately prior to the promotion, with full credit for service being given for time served during the promotional probationary period. If so returned, the member shall have no recourse to the Grievance or Arbitration Procedure.

Section 10.3. Promotional Evaluation. The Township will conduct at least one performance evaluation during the first half of the member's promotional probationary period to measure the member's fitness to continue in the position.

Section 10.4. Extension of Probationary Period. The Township, through its Board of Trustees, may, from time to time and in its sole and absolute discretion, extend a member's probationary period beyond the term set forth in Section 10.1; provided, however, that all extensions shall only be done upon the written approval of the Lodge and the affected member. In the event of such extension, the affected member shall continue as a probationary member for such time or times as agreed to by the parties, without interruption of Step progression. During an extended probationary period, the affected member may be terminated at any time, and the affected member shall have no recourse to the Grievance or Arbitration Procedure concerning probationary termination, nor may the member appeal such termination in the Court of Common Pleas pursuant to Section 505.491, et seq. of the Ohio Revised Code.

ARTICLE 11

PROMOTIONS

Section 11.1. Promotions to Sergeant. Promotion to the rank of Sergeant shall be made from selection of an individual within the Department, provided that there are available for selection consideration at least three (3) nonprobationary Police Officers who have a minimum of thirty-six (36) months experience as a full-time law enforcement officer and who have applied for the vacancy within fifteen (15) days of its posting. In the event such a pool of individuals does not exist, whether initially or as a result of the return of a promotional probationary Sergeant to such member's former rank of Police Officer, then the Township shall have the right to appoint members or nonmembers to the rank of Sergeant.

ARTICLE 12

LAYOFF AND RECALL

Section 12.1. Notification to Lodge. In case the layoff of members is anticipated, the Township shall notify the Lodge of the impending layoff. The Township and the Lodge shall meet to discuss possible alternatives.

Section 12.2. Layoff Notice. Affected members shall receive notice at least twenty-one (21) calendar days prior to the effective day of layoff. The notice shall specify the reason(s) for the layoff, whether the layoff is to be of a permanent nature (more than one year's duration), a statement advising the member to maintain a current address with the Township and a statement advising the member of the member's reinstatement rights consistent with this Article.

Section 12.3. Layoff Order. The Township shall determine in which rank(s) layoff(s) will occur. Where layoffs of members in a particular rank are necessary, such members shall be laid off in order of Departmental seniority, beginning with the least senior and progressing to the most senior, up to the number of members that are to be laid off. A member in a higher rank with more Departmental seniority may displace a less senior member in the next lower rank, and in succeeding lower ranks, until the youngest member in point of service is laid off. In all cases, members who bump into a lower rank shall be entitled to the highest wage step established for that particular rank into which the member bumps.

Section 12.4. Recall List. Members who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, members who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training or certification.

Section 12.5. Notice of Recall. Notice of recall listing a date for the member to return to duty shall be sent to the member by certified mail with a copy to the Lodge. The Township shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the member. The recalled member shall have ten (10) calendar days following the date of delivery of the recall notice to notify the Township of the member's intention to return to duty and shall have ten (10) calendar days following the date of delivery of the recall notice in which to report for duty, unless a different date for returning to duty is otherwise specified in the notice or agreed to between the Chief of Police and the member.

Section 12.6. Effect of Recall. A member who is recalled from layoff shall suffer no loss of seniority or break in service for the time during which the member was laid off, provided that the member is recalled and timely returns to work during the duration of the recall list. However, a member shall receive no service credit for time spent in layoff. A member who is recalled from layoff during the duration of the recall list shall return to the step commensurate with the member's years of service, but not necessarily to the member's former rank, shift and/or assignment. If, during the three (3) year duration of the recall list, a member is recalled to a rank lower than that previously held at the time of the layoff, then should the member's former rank be reestablished and become available during the three (3) year duration of the recall list, such member shall be entitled to appointment to that rank. If a rank is reestablished and becomes available and there is more than one member who previously held such rank, then the appointment shall be based upon seniority in that rank. In all cases, a member's right to appointment to any rank shall expire upon the expiration of the recall list. Furthermore, this right

of appointment shall not be construed as a requirement on the part of the Township to reestablish any rank or as a limitation of the Township's right to determine the adequacy of the work force and the organizational structure of the Police Department.

ARTICLE 13

LABOR RELATIONS MEETINGS

Section 13.1. Labor Relations Meetings. The Township and the Lodge recognize the benefit of exploration and study of current and potential issues which may affect the standard of services to be provided by the Department. Accordingly, the Township and the Lodge agree to establish and maintain Labor Relations Meetings to develop approaches and possible solutions to matters of mutual concern. The matters which may be the subject of these discussions are major changes in operations contemplated by the Township which will affect members of the bargaining units, contemplated changes in the General orders, contemplated changes in police mission, and concerns of the members relative to equipment, uniforms and the like. By mutual agreement, any relevant topic may be considered at these discussions.

Section 13.2. Labor Relations Committee. There is hereby established a Labor Relations Committee which shall consist of not more than four (4) persons from the Township and the Lodge, with each party naming their own representatives to the Committee. The Committee shall meet at least quarterly upon the call of either party and at such other times as the parties may mutually agree. Persons representing the Township or the Lodge who are specialists in a subject matter under discussion may be brought into Committee meetings by agreement of the parties.

Section 13.3. Authority. The Committee's authority shall be limited to discussion, exploration and study of subjects referred to it by the Lodge and the Township. Committee recommendations to the Lodge and the Township are on a confidential basis; likewise, there shall be no publication of the Committee's meeting on any specific subject without advance joint approval of the Lodge President and the Board of Township Trustees. The Committee shall have no authority to bargain for the Lodge and the Township or to modify, add to, or delete the provisions of this Agreement, and discussions of the Committee shall not be construed as bargaining sessions. To the extent that mutual agreement may be reached, the Committee may endeavor to find ways of accomplishing joint objectives consistent with the provisions of this Agreement, or may recommend to the Lodge and the Township that changes be made in the Agreement by mutual accord in writing.

ARTICLE 14

NO STRIKE/NO LOCKOUT

Section 14.1. No Strike. The Lodge recognizes that members are prohibited by state law from engaging in a strike. In recognition of this prohibition, the Lodge shall meet any obligation imposed upon it by state law.

Section 14.2. No Lockout. The Township recognizes that it is prohibited from instituting a lockout of members. The Township shall meet any obligations imposed upon it by state law.

Section 14.3. Remedies. Each party also reserves its remedies under Ohio Revised Code Chapter 4117.

ARTICLE 15

WAGES

Section 15.1. Pay Ranges and Rates.

A. The following wages will be paid to members effective January 1, 2013:

	A	B	C	D
Police Officer:				
Annually	$38,691.74	$46,982.83	$55,381.04	$63,886.37
Biweekly	1,488.14	1,807.03	2,130.04	2,457.17
Hourly	18.60	22.59	26.63	30.71
Sergeant:				
Annually				$71,534.74
Biweekly				2,751.34
Hourly				34.39

B. The following wages will be paid to members effective January 1, 2014:

	A	B	C	D
Police Officer:				
Annually	$39,852.49	$48,392.31	$57,042.47	$65,802.96
Biweekly	1,532.79	1,861.24	2,193.94	2,530.88
Hourly	19.16	23.27	27.42	31.64
Sergeant:				
Annually				$73,680.78
Biweekly				2,833.88
Hourly				35.42

C. The following wages will be paid to members effective January 1, 2015:

	A	B	C	D
Police Officer:				
Annually	$41,048.60	$49,844.08	$58,753.74	$67,777.05
Biweekly	1,578.77	1,917.08	2,259.76	2,606.81
Hourly	19.73	23.96	28.25	32.59
Sergeant:				
Annually				$75,891.20
Biweekly				2,918.89
Hourly				36.49

Section 15.2. Step Advancement. Unless the Board of Trustees exercises its optional hiring authority as outlined below, the "A" Step shall be the minimum rate and shall be the hiring rate for Police Officers. Advancements from Step A to Step B shall be after one (1) year of continuous service and advancements to all succeeding steps shall be by successive one (1) year intervals of continuous service. The Board of Trustees may, in its sole discretion, hire an individual as a Police Officer at either Step B, Step C or Step D, in which case, advancement to

all succeeding Steps shall be by successive one (1) year intervals of continuous service. When a member is promoted to the rank of Sergeant, the pay rate shall be the rate provided for the Sergeant's rank, which rate shall reflect a twelve percent (12%) rank differential.

Section 15.3. Application of Pay Rates. The rates of pay set forth in Section 1 are based on full-time employment of forty (40) hours in a work week, eighty (80) hours in a bi-weekly pay period and two thousand eighty (2,080) hours annually and shall be used to calculate salaries for hours in paid status for the appropriate pay range and step.

Section 15.4. Pay Period. All members shall be paid on a bi-weekly basis (or pay period), with payment being made available to each member no later than 10:00 a.m. on Friday of the appropriate pay week. If there is a shortage in a member's biweekly paycheck consisting of one hundred fifty dollars ($150.00) or more, the Township will, upon request of the member, provide the member with a replacement check as soon as practicable.

Section 15.5. Working Out of Class. Any member who is designated by the Chief of Police to perform the duties of a higher rank for an entire shift within a work week shall be paid at the wage rate of that rank for all hours during this work week in which the member performs such duties.

Section 15.6. Officer In Charge ("OIC"). A member who is specifically designated as the OIC for a particular shift shall be paid an additional $1.50 per hour for the hours actually worked as the designated OIC. Except as otherwise hereinafter provided in this Section, designation of and a member's entitlement to payment as the OIC shall be subject to the following conditions:

A. The member must be specifically designated by the Chief of Police as the OIC for at least two (2) hours of the shift, and the member must actually work as the OIC for that portion of such shift;

B. The designation of a member as the OIC is within the sole discretion of the Chief of Police;

C. All supervisory personnel (including, without limitation, the sergeants, the lieutenant and Chief of Police) must be specifically marked as being unavailable by the Chief of Police before an OIC may be designated;

D. There must be another member (other than supervisory personnel) present and on duty throughout the time during which a member is designated and acting as the OIC for that shift; and

E. Based upon the needs or interests of the Department or the public, the Chief of Police may, from time to time and in his sole and absolute discretion, alter, revise, modify or otherwise change any member's shift assignment in conjunction with an OIC designation regardless of any other provision in this Agreement.

Notwithstanding the foregoing conditions or any other provision of this Agreement, the Chief of Police may, from time to time and in his sole and absolute discretion, designate a member to act as the OIC for a specific and limited period of time under such conditions as the Chief of Police may determine, which exercise of discretion on the part of the Chief of Police is not grievable.

Section 15.7. Return to Duty. When a member is permitted to return to duty in the same class after a separation from the Township service of not more than one (1) year, which separation was not due to discreditable circumstances, the member shall receive the step rate in the pay grade corresponding to the step rate received at the time of separation. The member shall also serve thereafter for that amount of time as would be required for advancement to the next higher step, with credit being given for time previously served prior to the separation.

Section 15.8. Reinstatement From Authorized Leave. Time spent on authorized leave shall be credited for purposes of step advancement and shall not constitute a break in service.

Section 15.9. Longevity Bonus. A qualifying member shall be entitled to receive an annual longevity bonus based upon the member's number of uninterrupted and continuous years of active, full-time service as a sworn, regular full-time constable, regardless of rank, in the Perry Township Police Department, which bonus will be paid in the following manner:

A. After a member has completed five (5) years of continuous and uninterrupted active, full-time service, such member shall be eligible to receive a longevity bonus in the amount of $200.00, plus $25.00 per year for each continuing and uninterrupted year of active, full-time service thereafter until the member has completed fifteen years of such service.

B. After a member has completed fifteen years of continuous and uninterrupted active, full-time service, such member shall be eligible to receive a longevity bonus in the amount of $500.00, plus $50.00 per year for each continuing and uninterrupted year of active, full-time service thereafter.

C. Payment of the longevity bonus will be made on the first pay period in January following the close of the prior calendar year. Payment will be made by separate check and shall be based upon a member's anniversary date as of December 31 of the previous calendar year.

D. The following chart is intended to illustrate the annual longevity payment due qualifying members:

Completed Years of Qualifying Service	Annual Longevity Bonus
5	$200
6	$225
7	$250
8	$275
9	$300
10	$325
11	$350
12	$375
13	$400
14	$425
15	$500
16	$550
17	$600
18	$650
19	$700
20	$750

Completed Years of Qualifying Service	Annual Longevity Bonus
21	$800
22	$850
23	$900
24	$950
25	$1,000
26	$1,050
27	$1,100
28	$1,150
29	$1,200
30	$1,250

[Note: Qualifying years beyond 30 years would continue to receive the $50 per year increased payment for years beyond 30 years.]

Section 15.10. Shift Differential. In addition to a member's regular pay, one dollar and fifty cents ($1.50) per hour shift differential shall be paid to those members who are regularly assigned to and work the second or third shift. These shifts are defined as a shift in which the majority of their regularly assigned (as opposed to overtime) hours occur between 2:00 P.M. and 7:00 A.M. Shift differential pay shall be based and paid solely upon hours actually worked and shift differential pay shall not be added to or otherwise paid on any hours in paid status while on any approved leave. As a result, any paid leave shall be compensated only at a member's straight time rate without any shift differential addition. However, if a member is entitled to shift differential under the terms of this Section, then shift differential shall be paid for each hour of overtime worked, provided the member otherwise qualifies for shift differential. Shift differential shall be included in the biweekly checks.

ARTICLE 16

SALARY REDUCTION PICK-UP

Section 16.1. Pension Pick-Up. The Township shall pick up contributions to the Public Employees Retirement System (Law Enforcement) paid on behalf of the members in the bargaining units, utilizing the Salary Reduction Method, under the following terms and conditions:

A. The amount to be picked up on behalf of each member shall be nine and one-half percent (9.5%) of the member's gross annual compensation or any statutorily mandated increase. The member's annual compensation shall be reduced by an amount equal to that picked up by the Township for the purpose of State and Federal tax.

B. The pick-up percentage shall apply uniformly to all members of the bargaining units as a condition of employment.

C. The parties agree that the Township will not incur any additional costs in the deferment of said State and Federal income taxes.

D. The parties agree that should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return without penalty to the former method of employee/employer contribution.

ARTICLE 17

HOURS OF WORK AND OVERTIME

Section 17.1. Definition. The work week shall consist of forty (40) hours based on consecutive work days and consecutive days off. The salary and wage ranges prescribed in the pay plan for the respective classes of positions are based upon an average work week of forty (40) hours and a work year of 2,080 hours. "Paid status" shall include work hours as well as all hours in paid status while on any approved paid leave, including holiday, vacation, injury, military, and sick leave.

Section 17.2. Overtime. Members shall be compensated at straight time rates for all hours worked in paid status, except that all hours worked in paid status in excess of forty (40) hours in any work week shall be compensated for at a rate of time-and-one-half (1½). No member shall be paid for overtime work which has not been authorized by a supervisor.

Section 17.3. Call-In Pay/Court Pay. When a member is called back for work by an appropriate supervisor on hours not abutting the member's regular shift hours, the member shall be paid or credited with a minimum of three (3) hours at the appropriate rate of pay. This provision shall apply portal to portal to members called in from off-duty for court appearances.

Section 17.4. Stand-By Pay. Members otherwise off duty who are either required by the Department to be and remain available for work assignments upon telephone notice of the Department or who are required by court subpoena to be and remain available for work-related court sessions upon telephone notice of the court shall be compensated at the rate of straight time pay for actual time under the direction of the Department or the court, but in no case shall the member receive more than two (2) hours at the stand-by rate in a work day.

Section 17.5. Compensatory Time. In lieu of payment for overtime worked, a member may elect to receive compensatory time off. A member may accumulate not more than one hundred sixty (160) hours of compensatory time for hours worked during a calendar year. Any member who accumulates more than one hundred sixty (160) hours of compensatory time shall be paid overtime compensation by cash payment for the hours in excess of one hundred sixty (160) hours. During the last week in May, a member may request payment for all or any portion of the member's accrued compensatory time balance, with payment to be made by separate check on the last pay period in June at the rate of accrual in effect as of that pay period. Furthermore, any payments made at this time shall not serve to increase the total amount of compensatory time that may be accumulated during a calendar year. Any compensatory time which is not used and/or paid in the calendar year in which it is accrued shall be paid by separate check on the first pay period in December at the rate of accrual in effect in the first pay period in December of each calendar year. Any overtime worked for the balance of the calendar year shall be paid in cash.

Section 17.6. Use of Compensatory Time. A member who has accrued compensatory time off and who has requested the use of such time shall be permitted to use such time at the requested time or within a reasonable time after making the request, provided that the use of time does not unduly disrupt the operations of the Department. Compensatory time may be taken in multiples of one-half (1/2) hour. All use of compensatory time shall occur prior to December 1 of each year.

Section 17.7. Compensatory Time Payout. A member who has accrued compensatory time shall, upon the termination of employment for any reason, be paid the unused compensatory time at the rate of pay received by the member at the time of separation.

Section 17.8. Survivor Benefits. When a member dies while in paid status in the Township's service, any accrued but unused compensatory time to the member's credit shall be paid in a lump sum to the surviving spouse or secondarily to the estate of the deceased.

Section 17.9. Application to Special Duty. Special duty is defined as employment by a separate and independent employer of a member performing law enforcement or related activities under provisions whereby the Department: (1) requires the members be hired by a separate and independent employer to perform such duties; (2) facilitates the employment of members by a separate and independent employer; or (3) otherwise affects the conditions of employment of the member by a separate and independent employer. If a member, solely at the member's option, agrees to be employed on special duty, the hours the member is employed by a separate and independent employer in law enforcement or related activities shall be excluded by the Township in the calculation of hours for which the member is entitled to overtime compensation.

Section 17.10. Substitution (Trading) of Time. If a member, with the approval of the member's supervisor, and solely at the member's option, agrees to substitute during scheduled work hours for another member of the same rank, the hours the member works as a substitute shall be excluded in the calculation of hours for which the member is entitled to overtime. The Department is permitted, but not required, to keep a record of the hours of the substitute work.

ARTICLE 18

UNIFORMS, EQUIPMENT AND ALLOWANCES

Section 18.1. Initial Issue. Upon appointment to the Police Department, each member shall be provided uniforms and equipment (summer and winter) by the Township as listed in Section 18.4.

Section 18.2. Damaged Uniform Parts or Equipment. Members shall be allowed to turn in clothing and uniform parts or equipment, as listed in Section 18.4, which are damaged in the line of duty, and these items will be replaced or repaired by the Township at no cost to members, except where the damage was caused by the member's negligence, in which case, the member shall be responsible for the repair and/or replacement of the item(s). This Section shall not apply to cruisers.

Section 18.3. Damaged Personal Property. Except to the extent caused by the member's negligence and except to the extent covered by insurance, a member, after obtaining the prior approval of the Police Chief, shall be allowed to turn in glasses, watches, and wedding bands which are damaged in the line of duty and these items will be repaired or replaced by the Township; provided, however, that the cost of any repair or replacement shall not exceed the following monetary limitations: glasses or contact lenses - up to $200.00 per occurrence; watches - up to $100.00 per occurrence; and wedding bands - up to $100.00 per occurrence. A report will accompany all requests for repair or replacement under this Section.

Section 18.4. Required Uniforms and Equipment. The following uniforms and equipment shall be fully furnished by the Township and shall, subject to the provisions of this Article, be replaced by the Township, as needed, on a trade-in basis:

Uniforms

5 long sleeve shirts (winter)
5 short sleeve shirts (summer)
1 hat (with cloth cover, hatband with braid)
1 watch hat
1 raincoat
5 pair pants
1 plain necktie (clip-on)
1 winter coat
1 reversible waist length jacket
1 pair boots
1 pair winter leather gloves
1 pair plain toed black uniform shoes
24 shoulder patches
1 name tag (cloth)

Equipment

1 badge
1 badge (for hat)
1 metal name tag
1 pair handcuffs
50 rounds factory ammunition
1 gun belt (black)
1 holster
1 handcuff case
1 ammunition case
3 magazine clips
1 tear gas case
1 canister tear gas (spray type)
1 PR 24 and holder
1 walkie-talkie holder
1 protective body vest
1 issued service weapon

The style, type, design, size, quality and quantity of uniform and equipment items shall be an appropriate topic of discussion for the Labor Relations Committee pursuant to Article 13 of this Agreement.

Section 18.5. Change of Uniform Parts and Equipment. The Township shall have the right to change or otherwise amend the foregoing list of uniform parts and equipment, provided that the Township bears the initial cost, if any, of such change or amendment.

Section 18.6. Dry Cleaning. Members will, when necessary, be entitled to have required and appropriate uniform items dry cleaned at a dry cleaning service designated and approved by the Township. The cost of such services will be paid by the Township.

Section 18.7. Termination. Upon termination, members shall return to the Department in good condition, less normal wear, all uniforms and equipment issued or paid for by the Township.

ARTICLE 19

VACATION LEAVE

Section 19.1. Vacation Year. The vacation year for members shall end at midnight on December 31 of each year.

Section 19.2. Conditions for Accrual. Members shall accrue vacation leave by pay period at the annual rate set forth in Section 19.3, below, based upon years of continuous active service.

Section 19.3. Accrual Schedule for Vacations. The following vacation accrual schedule is established and members shall accrue vacation in accordance with the following schedule:

Completed Years of Continuous Active Service	Paid Vacation Days (Hours) Per Year
Less than 6 years	80 hours (3.1 hrs. per pay period)
Beginning 6th year	120 hours (4.6 hrs. per pay period)
Beginning 9th year	160 hours (6.2 hrs. per pay period)
Beginning 16th year	200 hours (7.7 hrs. per pay period)

Section 19.4. Vacation Carry-Over. A member may carry-over from one calendar year to another any or all of the vacation hours earned in the year immediately prior to the year of carry-over. Unused vacation which is not carried over into the following calendar year shall be paid out by separate check on the first pay period in December of the then current calendar year.

Section 19.5. Vacation Leave Approval. All vacation leaves shall be taken at such time or times at the discretion of and as approved by the Chief of Police. All vacation hours shall be paid at full pay at the applicable straight time rates; however, a member ordered to work while on approved vacation leave shall be paid at the call-in rate as provided in Section 17.3. Vacation leave may be taken in multiples of one-half (1/2) hour.

Section 19.6. Vacation Payout. A member who is to be separated from the Township service for any reason and who has accrued but unused vacation leave shall be paid in a lump sum for such unused vacation leave.

Section 19.7. Survivor Benefit. When a member dies while in paid status in the Township's service, any accrued but unused vacation leave shall be paid in a lump sum to the surviving spouse or secondarily to the estate of the deceased.

ARTICLE 20

HOLIDAYS

Section 20.1. Paid Holidays. A member shall be entitled to eight (8) hours of holiday leave for each of the following ten (10) holidays which, notwithstanding Ohio Revised Code Section 511.10, shall occur on the following dates:

New Year's Day, January 1
Martin Luther King Day, the 3rd Monday in January
President's Day, the 3rd Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Columbus Day, the second Monday in October
Veterans' Day, which shall be deemed to occur on the Friday after Thanksgiving
Thanksgiving Day, the 4th Thursday in November
Christmas Day, December 25

Section 20.2. Special Holidays. Any special holiday proclaimed by the President or Governor will be compensated by a member receiving one and one-half (1½) times his or her regular rate of pay for all hours actually worked on the special holiday.

Section 20.3. Holiday Leave Bank.

A. For the ten (10) paid holidays set forth in Section 20.1, eighty (80) hours of holiday leave shall be placed in a Holiday Leave Bank. A member may use this leave, in increments of one (1) or more hours, during the calendar year, provided that such use is scheduled in advance with and approved by the Chief. All use of holiday leave shall occur prior to December 1 of each year. Any unused and/or unscheduled holiday leave remaining in the member's Bank shall be paid to the member on the first pay in December.

B. A member newly hired during the calendar year shall have the number of hours placed in his or her Holiday Leave Bank for that calendar year which equal eight (8) hours leave for each holiday which occurs after the date of the member's hire. All provisions of Paragraph A as to use and payment of holiday leave apply to these leave hours for that calendar year.

C. Should a member be separated from employment by resignation, retirement or for any other reason, the Township shall pay the member for any accrued but unused holiday leave which have occurred prior to the separation, provided that if the member has been compensated for holidays which have not yet occurred as of the date of the member's separation from service, the member shall immediately repay such compensation to the Township. Furthermore, the Township may automatically deduct the amount of such compensation from the member's wages and/or any other monies owed to the member. Each member hereby authorizes this deduction and shall, if requested by the Township, sign an individual authorization for this deduction. Should a member die in the line of duty no withholding shall be made, but the member's spouse or, secondarily, his or her estate shall be paid for any accrued but unused holiday leave for the calendar year.

D. If a holiday used in Section 20.1 falls during a period in which a member is on approved vacation, injury leave, or sick leave, a member shall use holiday leave to cover the holiday so as not to be charged vacation, sick or injury leave for the holiday.

E. If any new holiday is added as a paid holiday for Township employees under Ohio Revised Code Section 511.10, eight (8) additional hours shall be added to a member's Holiday Leave Bank.

Section 20.4. Holiday Payment and Scheduling.

A. Any member who is required to work on a holiday shall be compensated at the rate of time and one-half (1 1/2) the member's regular rate of pay for all hours actually worked during such holiday.

B. Members shall work holidays falling on a regularly scheduled workday; provided, however, that the Township may schedule the work force to that absolutely necessary to provide minimum service to the community on any paid holiday.

C. Members may ask to be scheduled off on a particular holiday by timely request to the Chief of Police. The request shall be granted as long as the request does not substantially affect service to the community. Conflicts involving multiple requests shall be resolved on the basis of seniority within ranks.

ARTICLE 21

PERSONAL LEAVE

Section 21.1. Personal Leave. A member shall be entitled to thirty-two (32) hours of personal leave each calendar year, which time shall accrue on a calendar year basis and be credited January 1st. Notwithstanding the foregoing, a newly hired member shall only be entitled to a prorated portion of the applicable number of personal hours, which portion shall be based upon the number of full calendar quarters remaining in the calendar year in which such member is hired. The member shall be credited with the applicable amount of personal leave hours on the first day of the first full calendar quarter following such member's date of hire.

Section 21.2. Use of Personal Leave. Personal leave off shall be scheduled in advance with the approval of the Chief of Police, which approval shall not be unreasonably withheld. Personal leave is not cumulative from year to year and shall be taken during the calendar year in which it is credited, and personal leave not so taken shall be forfeited without payment or compensation. All use of personal leave shall occur prior to December 1 of each year.

ARTICLE 22

INSURANCE

Section 22.1. Health Care Insurance and Life Insurance. Health care insurance, dental care insurance and vision insurance uniformly provided to all other full-time employees of the Township will be made available to members at their option. In addition, the Township will procure and pay the cost of group life insurance to insure the lives of members in the amount of $75,000.00 per member. All such insurance shall be subject to the terms and conditions

contained in the applicable insurance policies and/or plan documents maintained, from time to time, by the Township.

Section 22.2. Employee Contributions. Members electing to participate in the health insurance program shall pay the Township up to 10% of the projected annual insurance cost attributable to the insurance coverage chosen by the member. Unless otherwise directed by the Board, a member's payment of such member's projected annual insurance cost shall be due and payable in installments on a biweekly basis by payroll deduction, and the Township is hereby authorized to automatically deduct the amount from the member's wages. Members shall also sign an authorization for such deduction upon request of the Township. The Board shall, from time to time and in its sole and absolute discretion, determine the members' projected annual insurance costs and the percentage (and corresponding dollar amount) to be paid by members. Members shall be notified at least fourteen (14) days in advance of any changes to the amount of the member's biweekly payment. Beginning January 1, 2013 and until otherwise directed by the Board, members shall pay 5% of the members' projected annual insurance costs for calendar year 2013 and continuing for each calendar year thereafter.

Section 22.3. Insurance Changes. The Board of Trustees may, in its discretion, change insurance carriers, plans, policies, coverages, levels of coverage and/or levels of member contribution upon prior notice to the Lodge. In the event the Board of Trustees identifies the possibility of a change in the coverage, level of coverage, or level of the contributions required of members, the Board of Trustees will notify the Lodge of this possibility not less than thirty (30) days prior to the anticipated implementation date. The Lodge may make a recommendation to the Board of Trustees prior to the anticipated implementation date concerning insurance alternatives. The Board of Trustees shall consider, but shall not be bound by any recommendation of the Lodge, prior to determining which insurance coverage, level of coverage and/or level of contribution they determine to implement in their sole and absolute discretion.

ARTICLE 23

SICK LEAVE

Section 23.1. Sick Leave Accrual. A member shall accrue without limit sick leave with pay at the rate of 4.616 hours for each fully completed biweekly pay period in which the member is in active service with the Township. Sick leave may be approved in multiples of one (1) hour.

Section 23.2. Use of Sick Leave. Sick leave with pay may be granted upon the approval of the Chief of Police only for the following reasons:

A. Sickness of the member.

B. Injury to the member except where the injury is incurred in the performance of the member's employment with the Township.

C. Medical, dental, or optical consultation or treatment of the member when such consultation or treatment cannot reasonably be obtained during off duty time.

D. Sickness of a member's immediate family living in the member's household which requires the presence of the member at home. Unless otherwise approved by the Chief of Police, a member shall be granted no more than five (5) workdays in any calendar year for sickness in the immediate family requiring the presence at home of the member.

The Chief of Police may require that the member furnish a medical certificate from a licensed practitioner to verify this use of sick time.

E. Quarantine of a member because of exposure to a contagious disease or chemical spill. The Chief of Police may require a certificate of a licensed practitioner before paying any member under this paragraph.

F. In the event a member uses all injury leave time, and is still unable to return to active duty, the member may, with the approval of the Chief of Police, use any sick leave, compensatory time and vacation time to which the member is otherwise entitled.

G. The Chief of Police may, from time to time, require a member to be examined and approved fit for duty by a licensed practitioner in those instances where it is believed that the member may not be able to fulfill all of the duties of the member's job without restriction. In such case, the Chief of Police may place such member on sick leave, another form of accrued paid leave or unpaid leave until a satisfactory medical certificate is received.

Section 23.3. Verification of Sick Leave. The Chief of Police, the Board of Trustees or their designee may require evidence as to the adequacy of the reason for any member's absence during the time for which sick leave is requested, including a medical certificate from a licensed practitioner verifying proper use of sick leave pursuant to the provisions hereof. Failure to furnish such a certificate at the time requested shall result in the member forfeiting, without pay, the sick leave hours so used. Additional certificates may be required in cases of prolonged illness or injury. If a member uses sick leave on a holiday or on the day immediately preceding or following a member's use of vacation, compensatory, holiday or personal time, such member shall, immediately upon the member's return to duty, provide the Chief of Police with a signed certificate from a licensed practitioner which verifies the member's proper use of sick leave. Failure to provide such certificate within twenty-four (24) hours of the member's return to duty shall result in the member forfeiting, without pay, the sick leave and all other forms of paid leave so used during the member's absence. Members shall be required in all cases to furnish a written, signed statement to justify the proper use of sick leave. Furthermore, the Chief of Police or designee may, at any time, call upon a member at such member's home or other place of confinement or convalescence while the member is absent from work based upon a sick leave use.

Section 23.4. Sick Leave Use Disapproval. For the period of time from January 1, 2013 through December 31, 2015 and notwithstanding and regardless of any other provision to the contrary contained in this Agreement, the Chief of Police may, in the Chief's discretion, disapprove payment for a member's sick leave use, in which case, the member shall forfeit, without pay, the sick leave hours so used during the member's absence. A decision by the Chief of Police to disapprove payment for a member's use of sick leave shall not be subject to arbitration but may be grieved to the Board of Trustees pursuant to Paragraph A, below.

A. A member may grieve a decision of the Chief of Police disapproving payment for such member's use of sick leave directly to the Board of Trustees. The member shall initiate the grievance within ten (10) calendar days after the member has been informed of such disapproval by delivering to the Board of Trustees a written grievance requesting that the Board review the decision.

1. Within thirty (30) calendar days after receipt of the grievance, the Board of Trustees or its representative shall schedule and conduct a meeting to discuss the grievance with the member. The member may bring a Lodge Representative or Lodge attorney to the meeting. The Chief of Police (or other Township personnel) may attend the meeting at the invitation of the Board. The member may present witnesses and documents to the Board.

2. Within fifteen (15) calendar days following the conclusion of the meeting, the Board of Trustees or its representative shall notify the member of its decision on the grievance. The decision of the Board of Trustees (or, if not grieved, the Chief of Police) shall not be subject to arbitration.

Section 23.5. Abuse of Sick Leave. Abuse of sick leave or falsification of illness information given verbally, by written statement, by a medical certificate or by any other means shall be grounds for disciplinary action up to and including dismissal. A member suspected of abusing sick leave will be given an opportunity to explain the circumstances of the member's use of sick leave. Grounds for suspicion of abuse of sick leave include, but are not limited to, information received by the Township that the member is, or was, during any time (and not merely during what would have been the member's duty hours) for which sick leave is claimed:

A. Engaging in other employment (including, but not limited to, the working of special duty);

B. Engaging in strenuous physical exercise or recreation, including work around the home, other than as ordered or recommended by a doctor;

C. Present in a tavern or other place inconsistent with a claim of illness or injury;

D. Absent from home or place of confinement or convalescence when called or visited by the Chief of Police or designee, except in cases where the member can produce verification (such as a hospital or medical clinic admission or treatment slip or a receipt for the purchase of medicines from a pharmacy or a reasonable explanation) that the member's absence was for reasons directly related to the treatment of such member's illness or injury;

E. Using sick leave on a holiday;

F. Using sick leave before and/or after a member's use of vacation, compensatory, personal and/or holiday time; and/or

G. Engaging in a pattern of sick leave use.

Section 23.6. Sick Leave Notification. In requesting sick leave, a member shall notify the communications center or the on-duty supervisor as soon as reasonably possible and provide the reasons for the request. Members working second or third shifts must make the notification no later than two (2) hours prior to the time the member is scheduled to report for work. Members working first shift shall provide such notification at least one (1) hour prior to the start of such shift. Failure to timely provide notification shall result in the member forfeiting, without pay, the sick leave hours so used. The Chief of Police may waive this provision if the member can demonstrate that it was impossible to give such notification, or if the use of sick leave is for a continuous period of time such that daily notification is not warranted. Sick leave requests for

appointments with a licensed practitioner should be submitted forty-eight (48) hours in advance, when possible.

Section 23.7. Payment for Unused Sick Leave. Except as otherwise specifically provided herein, upon a separation of service, other than retirement or death in the line of duty, a member shall not be entitled to receive any payment for any unused sick leave. Upon retirement from active service with the Township or upon death occurring in the line of duty, a member (or, if applicable, the surviving spouse or, secondarily, the estate) shall be paid for three-tenths (3/10ths) the value of the member's accrued but unused sick leave, provided that the maximum amount paid shall not exceed the value of seven hundred and twenty (720) hours of such leave, which payment shall be based upon the member's regular hourly rate of pay at the date of retirement or death occurring in the line of duty. The amount so paid shall constitute payment in full for all accrued and unused sick leave credited to the member.

Section 23.8. Sick Leave Conversion. For each quarter of a calendar year in which a member does not utilize sick leave and subject to maintaining the minimum sick leave balance set forth below, the member shall be given the option of converting up to twenty (20) hours of sick leave, at the member's current straight time rate of pay, into paid compensation. The amount to be converted shall consist of no less than four (4) hours of sick leave. Upon such conversion, the number of hours of sick leave converted to compensation shall be deducted from the member's balance of accrued but unused sick leave. The sick leave conversion payment shall be paid out by separate check at the conclusion of the quarter on the first pay period of the following quarter. A member must have an accumulated balance of at least two hundred (200) hours of sick leave following the conversion to be eligible for this conversion option.

ARTICLE 24

INJURY LEAVE

Section 24.1. Injury Leave With Pay.

A. All members may be granted injury leave with pay not to exceed six (6) months (1,040 work hours) for each service connected injury, provided such injury is reported immediately to the member's supervisor.

B. Service connected injuries are defined as injuries received while acting within the scope of and arising out of a member's employment as a full-time constable with the Township. Injury leave may be granted for all service connected injuries. Injuries occurring other than in the scheduled and paid working hours shall be presumed to be nonservice connected unless the member can demonstrate that the member was engaged in the actual performance of the duties of the member's position on behalf of the Township.

C. Pursuant to rules established by the Trustees, if injury leave is approved, time off for the purpose of medical examinations, including examinations by the Bureau of Workers' Compensation, and/or treatments resulting from an on duty injury shall be charged to injury leave.

D. If there is a recurrence of a previous service connected injury, the member may be granted injury leave with pay not to exceed the balance of six (6) calendar months,

provided that the recurrence is reported to the member's immediate supervisor not more than three (3) days from the date such recurrence occurs.

E. As a condition of receipt of injury leave benefits, the member may be required by the Township to apply for worker's compensation benefits under the Ohio Workers' Compensation program as soon as practicable. Copies of all workers' compensation applications shall be submitted to the Board of Trustees. The member shall endorse over to the Township any and all wage and salary benefits awarded to the member by the Ohio Workers' Compensation system which extend over the same time period for which the member is granted injury leave. In compliance with the Rules and Regulations of the Ohio Bureau of Workers' Compensation, a member shall execute a written agreement reflecting the provisions of this paragraph prior to an award of injury leave.

Section 24.2. Injury Leave Administration and Reporting.

A. Upon a member's timely report of a service-connected injury, a report of the cause of the injury, signed by the immediate supervisor and the Chief of Police, shall be submitted to the Board of Trustees as soon as practicable.

B. No member shall be granted injury leave with pay unless authorized by the Board of Trustees. The Board of Trustees may periodically require the member to be examined by a physician appointed and paid for by the Township. No member on injury leave shall return to work without the written approval of an examining physician or the Board of Trustees. If, in the judgment of the Trustees, the injury is such that the member is capable of performing the member's regular duties or restricted duties during the period of convalescence, the Board of Trustees shall so notify the member in writing and deny and/or cancel injury leave with pay. Whenever a member is required to stop working because of an injury, the member shall be paid for the remaining hours of that day, or shift, at the member's regular rate and such time shall not be charged to leave of any kind.

C. While a member's request for injury leave is pending, the member may, subject to the approval of the Chief of Police, use accrued but unused sick leave (which sick leave shall be subject to the provisions of Section 23.4), vacation leave, or compensatory time, which time usage shall (unless otherwise determined in the case of sick leave usage) be recredited to the member's appropriate leave balance(s) upon certification by the Board of Trustees that injury leave has been approved. If injury leave is not approved by the Board of Trustees, the member will be charged the designated leave initially used.

D. During the period of time from January 1, 2013 through December 31, 2015 and notwithstanding and regardless of any other provision to the contrary contained in this Agreement, the Board of Trustees may, in its discretion, disapprove and/or cancel injury leave with pay and such decision shall not be subject to grievance or arbitration. A member may, however, request that the Board of Trustees reconsider its decision pursuant to the provisions of Subparagraphs 1 through 3, below.

1. The member shall initiate the request for reconsideration within seven (7) days after the member has been informed of the disapproval and/or cancellation of injury leave by delivering to the Board of Trustees a written notice requesting that the Board reconsider its decision.

2. Within twenty-one (21) calendar days after receipt of the request, the Board of Trustees or its representative shall schedule and conduct a meeting to discuss the request with the member. The member may bring a Lodge Representative or Lodge attorney to the meeting. The Chief of Police (or other Township personnel) may attend the meeting at the invitation of the Board. The member may present witnesses or documents to the Board.

3. Within fifteen (15) calendar days following the conclusion of the meeting, the Board of Trustees or its representative shall notify the member of its decision on the request. The decision of the Board of Trustees shall not be subject to grievance or arbitration.

Section 24.3. Additional Injury Leave. The Board, in its sole discretion, may, from time to time, grant additional injury leave with pay when a member has exhausted the amount of injury leave to which the member is entitled under this Article. This additional grant shall be subject to such conditions as the Board may determine, which exercise of discretion on the part of the Board of Trustees is not grievable.

ARTICLE 25

SPECIAL LEAVES

Section 25.1. Special Leaves. In addition to other leaves authorized herein, the Board of Trustees may authorize special leaves of absence with or without pay, which exercise of discretion on the part of the Board of Trustees is not grievable.

Section 25.2. Jury Duty Leave. A member, while serving upon a jury in any court of record, will be paid such member's regular salary for each workday during the period of time so served. Upon receipt of payment for jury service, the member shall submit jury duty fees to the Chief of Police who will then deposit such funds with the Township Fiscal Officer. Time so served shall be deemed active and continuous service for all purposes.

Section 25.3. Bereavement Leave. In the event of death in the immediate family, a member shall be entitled to up to five (5) consecutive work days for a funeral service and/or burial, if needed for these purposes. In the event of death in the extended family, a member shall be entitled to up to three (3) consecutive work days for a funeral service and/or burial, if needed for these purposes. If additional time is needed, the Chief of Police may, from time to time and in the Chief's sole and absolute discretion, approve a member's use of sick leave for a funeral service and/or burial of a person in the member's immediate or extended family upon such conditions as the Chief may determine, which exercise of discretion on the part of the Chief of Police shall not be grievable. The immediate family shall include: spouse, son, daughter, brother, sister, parent, grandparent, grandchild, step-father, step-mother, step-brother, step-sister, step-son, step-daughter. The extended family shall include: mother-in-law, father-in-law, daughter in-law, son-in-law, brother-in-law, sister-in-law, grandparent in-law, half brother and half sister.

Section 25.4. Court Leave. Time off with pay shall be allowed members who are required to attend any court of record as a witness for the Township in civil matters. Upon receipt of payment for witness service the member shall submit witness fees to the Chief of Police who will then deposit such funds with the Township Fiscal Officer.

Section 25.5. Military Leave. Requests for military leave and compensation, if any, relating thereto, will be governed by applicable law.

ARTICLE 26

MISCELLANEOUS PROVISIONS

Section 26.1. Work Rules. The Township agrees that to the extent practicable, work rules shall be reduced to writing and provided to all members in advance of their enforcement. The Township agrees to apply work rules uniformly and consistently, taking into consideration the surrounding circumstances. Any charge by a member that a Departmental work rule or regulation is in violation of this Agreement, or has not been uniformly applied, shall be a proper subject for a grievance.

Section 26.2. Safe Equipment. The Township will furnish and maintain in good working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies and equipment required for members to safely carry out their duties. Members are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the Township.

Section 26.3. Political Activity Permitted. Bargaining unit members, as representatives of the Lodge and who are off-duty and not in identifiable uniform, may participate in the activities of the Lodge Political Education Committee, and other political activity to the extent permitted by applicable law, rule or regulation. However, a member shall not serve as chairman or treasurer of a political candidate's campaign committee.

Section 26.4. Seniority. For purposes of this Agreement, seniority shall be computed on the basis of uninterrupted length of continuous, active full-time service as a sworn, regular full-time constable, regardless of rank, in the Perry Township Police Department. Continuous service shall be deemed broken when a member resigns, retires, is discharged, or fails to timely return to duty after an approved leave of absence following written notification to so return. Once continuous service is broken, a member loses all previously accumulated seniority. Time spent while on suspension shall not be credited for purposes of seniority but shall not constitute a break in service.

Section 26.5. Agreement Copies. As soon as practicable following the signing of this Agreement, the Township and the Lodge shall have printed twenty (20) copies of this Agreement. Five (5) copies shall be provided to the Township, and the remainder shall be provided to the Lodge for distribution to members. The actual cost of printing this Agreement, and any future printing that the parties may later agree to be necessary, shall be shared equally by the parties. The Lodge shall be responsible for distributing copies to all members.

Section 26.6. Parking. The Township will reimburse members for reasonable and necessary parking expense incurred in the line of duty.

Section 26.7. Required Training. If members are required by the Chief of Police to participate in a training program, the Township shall incur all of the reasonable and necessary costs of such training.

Section 26.8. Interpretation. The captions of the several portions of this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement. Whenever in this Agreement the term "member" is used, it shall include any gender or number thereof as the context shall require.

Section 26.9. Schedules. Schedules are to be based on three (3) permanent shifts, the hours of which are to be determined by the Township. Shift assignment shall be by seniority when a vacancy occurs, except where a member waives this provision.

Section 26.10. Purchase of Service Weapon. Any member, who honorably retires from active service in good standing after completing 25 years of service with the Perry Township Department, may purchase his or her service weapon from Perry Township. The cost of the weapon shall be the sum of $1.00.

Section 26.11. Purchase of Uniform Badges. Any member, who honorably retires from active service in good standing after completing 25 years of service with the Perry Township Police Department, may purchase his or her uniform badges from Perry Township. The total cost of the badges shall be the sum of $1.00.

ARTICLE 27

USE OF TOBACCO PRODUCTS

Section 27.1. Purpose. The Township and the Lodge recognize the adverse affects of the use of tobacco products on the user of tobacco products and those who work with and in the same environment with the users of tobacco products. Tobacco products include chewing tobacco and snuff products.

Section 27.2. Non-tobacco Use Areas. All Township buildings, properties and vehicles are designated no tobacco use areas.

Section 27.3. New Employees. All members hired after January 1, 2007 shall sign a no tobacco use agreement as a condition of employment that is applicable twenty-four (24) hours a day. Any breach of the agreement shall result in the immediate termination of the member.

Section 27.4. Other. Tobacco products are not to be used when members are in formation or part of a ceremony, in direct contact with a member of the public, or in view of the general public.

ARTICLE 28

DRUG-FREE WORKPLACE

Section 28.1. BWC Incentives for Drug-Free Work Place Policy. The parties understand that the Bureau of Workers' Compensation ("BWC") provides incentives to those employers implementing a drug-free work place policy. The parties also understand that drug and/or alcohol testing is part of such policy. The Township intends to pursue these incentives through the BWC. The Lodge agrees that the Township may adopt and implement a drug-free work place policy in compliance with and in order to qualify for any BWC incentives, including premium discounts, subject to the following conditions:

At least thirty (30) days prior to the anticipated date for the adoption and implementation (or subsequent modification) of any such policy, the Township shall meet with the Lodge to discuss the terms and scope of such policy. The Lodge may make recommendations to the Board of Trustees prior to the anticipated implementation date concerning such policy.

B. The Board of Trustees shall consider, but is not bound by, the recommendations of the Lodge prior to the adoption and implementation of such policy; provided, however, that the policy adopted and implemented by the Township shall be no greater in scope than that required by the BWC in order to qualify for and obtain the maximum incentives offered to employers.

ARTICLE 29

DURATION OF AGREEMENT

Section 29.1. Term. The term of this Agreement shall be for a period of three (3) years, commencing on January 1, 2013 and terminating at midnight, December 31, 2015.

Section 29.2. Successor Negotiations. If either party desires to commence successor negotiations, written notice of such intent shall be delivered to the other party no earlier than one hundred twenty (120) calendar days prior to nor later than ninety (90) calendar days prior to the expiration date of this Agreement. The provisions of Chapter 4117.14 of the Ohio Revised Code shall apply to successor negotiations. The terms of this Agreement shall remain in full force and effect pending implementation of a successor Agreement.

Section 29.3. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 29.4. Complete Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are fully set forth in this Agreement. Accordingly, the Township and the Lodge, for the term of this Agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or otherwise encompassed by this Agreement.

IN TESTIMONY WHEREOF, the parties have caused duplicate counterparts hereof to be duly executed and delivered on or as of January 1, 2013.

PERRY TOWNSHIP,
FRANKLIN COUNTY, OHIO

By:

Andrew English,
Trustee

James M. Roper,
Trustee

Chet Chaney,
Trustee

CERTIFIED AND APPROVED:

Michele Elliott, Fiscal Officer

FRATERNAL ORDER OF POLICE,
CAPITAL CITY LODGE NO. 9

By:

James H. Gilbert,
President

Sgt. Edward Kontul,
Negotiation Committee

Officer Paul Grundei,
Negotiation Committee

Officer Shawn Bean,
Negotiation Committee

Shaun Laird,
Lodge Representative