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BRIMFIELD TOWNSHIP BOARD OF TRUSTEES

AND THE

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

FOR

BRIMFIELD TOWNSHIP POLICE DEPARTMENT

SERGEANTS

EFFECTIVE FROM

January 1st, 2013

THROUGH

December 31st, 2015

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**ARTICLE 1
PREAMBLE**

Article 1, Section 1 – Preamble:

This Agreement is entered into by and between Brimfield Township, the Brimfield Township Trustees, Brimfield Ohio, hereinafter referred to as the "Employer", and the Ohio Patrolmen's Benevolent Association hereinafter referred to as the "OPBA". This Agreement formalizes the understandings reached between the negotiating committees of the Employer and the Ohio Patrolmen's Benevolent Association and establishes certain terms and conditions of employment.

Article 1, Section 2 - Cooperative Effort:

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

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

**ARTICLE 2
RECOGNITION and AGREEMENT CLAUSE**

Article 2, Section 1 – Recognition:

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all employees employed and occupying the positions Full-time

Police Sergeants, excluding all other part-time, seasonal and temporary employees, as certified by SERB case # 07-REP-01-0006 on April 26, 2007. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

Article 2, Section 2 – Agreement:

Due to the fact that conditions of employment in the police service are very different, in many areas, than those of employment in other public departments and agencies, the Employer and the Union agree that collective bargaining and negotiations for Police Division employees should be conducted separately from those negotiations by the Employer with other employees and/or groups of employees.

Article 2, Section 3 – OPBA as Spokesman:

Since conditions of employment in this bargaining unit apply to all Sergeants, exclusive of the Captains, Officers, Secretaries to the Chief of Police, and the Chief of Police, as employees, it is agreed that collective bargaining and negotiations as to all matters concerning wage, hours, terms and other conditions of employment shall be between the Employer and the Union as provided in this Agreement, and the Union shall be spokesman for and is obligated to represent it's members within this bargaining unit .

Article 2, Section 4 – Terms and Provisions:

This Agreement sets forth all terms and provisions relative to wages, hours, terms and other conditions on or concerning which the parties intend to bargain or contract during the life of this Agreement. Neither party shall have a duty to bargain on any subject during the term of this Agreement. This Agreement supersedes and voids any and all prior Agreements or other terms and conditions of employment or compensation between the parties.

Article 2, Section 5 – Mutual Agreement Amendments:

The terms and conditions of employment contained in this Agreement shall be binding following the approval of the Board of Trustees for the term and duration of this Agreement, and may not be amended or altered by the Board or Township Resolution. The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated and signed by the authorized representative of the Employer and the Union.

ARTICLE 3
CONFORMITY TO LAW/SEVERABILITY

Article 3, Section 1 – Severability:

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request by either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

Article 3, Section 2 – Amendments:

This Agreement may not be amended during its terms except by mutual agreement and any negotiated changes to be effective and incorporated in this Agreement must be in writing and signed by the parties.

ARTICLE 4
HEADINGS, GENDER AND PLURAL

Article 4, Section 1 – Headings:

It is understood and agreed that the use of headings before articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any Article.

Article 4, Section 2 - Gender and Plural:

The use of words contained herein in the singular shall include the plural, and words in the plural, the singular. The masculine, feminine or neutral genders where used herein shall be construed to include both genders. The use of either the masculine or feminine genders is for convenience purposes only and is not to be interpreted to be discriminatory in nature.

ARTICLE 5
NON-DISCRIMINATION

Article 5, Section 1 – Pledge:

In accordance with applicable laws and regulations, the provisions of this Agreement shall be applied equally to all employees without unlawful discrimination as to sex, race, color, creed, national origin, religion, handicap or political affiliation. No dispute or controversy arising under this Section 6.01 shall be grievable pursuant to the grievance and arbitration articles of this Agreement to the extent any applicable law or regulation provides an avenue of relief available to the affected employee.

Article 5, Section 2 – Accept both Sexes:

All reference to employees in the Agreement shall designate both sexes.

Article 5, Section 3 – Right to belong to the Bargaining Union:

The Employer and the Union recognize the right of all eligible employees to belong or refrain from belonging to the Union and to participate or refrain from participating in lawful concerted Union activities. Therefore, the Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion or reprisal against any employee based on any activity protected under R. C. Chapter 4117.

Article 5, Section 4 – No Discrimination with Affiliation to the Union:

In filling job vacancies, the Employer agrees that when an eligibility list has been properly certified the Chief of Police, the Employer will not discriminate against any Bargaining Unit member appearing on such list because of Union affiliation or non-affiliation.

ARTICLE 6
DUES DEDUCTION

Article 6, Section 1 - Deduction of Dues / Fees:

During the term of this Agreement, the Employer shall deduct initiation fees and assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms pertaining to said deductions. No new

authorization forms will be required from any employees in the Brimfield Township Police Department for whom the Employer is currently deducting dues.

Article 6, Section 2 - Fees Set By Union:

The initiation fees, dues, or assessments so deducted shall be in the amounts established by the OPBA. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

Article 6, Section 3 - Monthly Deduction:

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

Article 6, Section 4 - Submission of Dues to Union:

A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions, barring unusual circumstances.

Article 6, Section 5 - Indemnification of Employer:

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action against the Township and/or Union regarding any of the deductions made under this Article, the deductions shall cease immediately. It is further agreed and understood that the Union shall solely be responsible for any reimbursement required to be made to the employee(s), the cost of the action, and the costs assessed and owed to the employee in pursuit of the action.

ARTICLE 7
FAIR SHARE FEE

Article 7, Section 1 - Fair Share Fee:

All members of the bargaining unit after 120 days from the date of hire may become Ohio Patrolmen's Benevolent Association members or pay a fair share fee to the Ohio Patrolmen's Benevolent Association. All Brimfield Township Police Officers that are promoted within the department to the position of Police Sergeant and are currently members of the patrolman's union may immediately transfer their status to this current contract.

Article 7, Section 2 - Indemnification of Employer:

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action against the Township and/or Union regarding any of the deductions made under this Article, the deductions shall cease immediately. It is further agreed and understood that the Union shall solely be responsible for any reimbursement required to be made to the employee(s), the cost of the action, and the costs assessed and owed to the employee(s) in pursuit of the action.

ARTICLE 8
MANAGEMENT RIGHTS

Article 8, Section 1 - Managements Rights:

Except as expressly modified by the terms of this Agreement and not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer reserves the exclusive right to reasonably determine the mission of and manage the Police Department in all its phases and details. This right includes, but is not limited to:

1. hire and transfer employees; and to discharge, suspend and discipline employees for just cause;
2. determine the number of persons required to be employed, laid off, or discharged;

3. determine the qualifications of employees covered by the Agreement;
4. determine the starting and quitting time and the number of hours to be worked by its employees;
5. make any and all reasonable rules and regulations;
6. determine the work assignments of its employees;
7. determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement;
8. determine the type of equipment used and the sequence of work processes;
9. determine the making of technological alterations by revising either process or equipment, or both;
10. determine work standards and the quality and quantity of work to be produced;
11. select and locate buildings and other facilities;
12. establish, expand, transfer and/or consolidate work processes and facilities;
13. consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work;
14. terminate or eliminate all or any part of its work or facilities.

Article 8, Section 2 - Employers Rights:

In entering into this Agreement, the Employer does not relinquish any of its rights, responsibilities and requirements provided under the laws of the State of Ohio and the United States as a municipality and employer, except to the extent modified by this Agreement. This Agreement does not and shall not circumvent any of the lawful rights, responsibilities and requirements of the Employer.

Article 8, Section 3: - Rules Recognized by the Union:

The Union recognizes the exclusive right of the Employer to establish reasonable work rules. Such rules may be established by the Police Chief and/or Township Trustee's as need be. Any rule or regulation that is alleged to be unreasonable may, on the issue of its unreasonableness, be subject to the Grievance Procedure.

Article 8, Section 4 - Incidental Duties of Employees:

It is understood by both parties that every incidental police duty and responsibility connected with a position is not always specifically enumerated in a job description. Nevertheless, it is intended that

all incidental duties related to police work shall be performed by the employees as required.

Article 8, Section 5 - Fatal Force Benefits:

In the event an employee is relieved of his duties pending the completion of an investigation into the employee's use of fatal force, such employee shall receive full pay and benefits during his relief from duty.

Article 8, Section 6 - Political Activities:

The parties agree that the police service requires impartial treatment of the public, as well as, maintaining the appearance of impartiality. Therefore, the parties agree that some reasonable limitations on political activities may be appropriate if statutory limitations on political activity changes. The parties agree to meet and discuss, within ninety (90) days of such statutory changes.

Article 8, Section 7 - Application and Process for Promotion:

The process may include a written test covering ORC, management principals, and policy and procedure. It may also include an assessment center, written essay, and an oral interview. The process will be conducted by the Chief of Police, the Captain, and current Sergeants.

**ARTICLE 9
OBLIGATION TO NEGOTIATE**

Article 9, Section 1 - Waiver of Negotiations:

For the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement. The same shall apply with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 10
NO STRIKE, NO LOCKOUT

Article 10, Section 1 - No Strike by Employees:

The Union recognizes the essential nature of services provided by its members in protecting the public's health and safety. Thus, the Union agrees that there shall be no work interruptions, slowdowns, strikes or sympathy strikes at any time. In the event of unauthorized interruptions, the Union agrees that it shall join the Employer in requiring its members to return to work immediately.

Article 10, Section 2 - No Lockout by Employer:

The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will order, authorize, instigate, cause, aid or condone any lockout of members of the Bargaining Unit employees during the term of this Agreement, unless those employees violated Section 1 of this Article.

Article 10, Section 3 – Employers Responsibilities:

It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violations of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the Union indemnifying and holding the Employer harmless from any and all costs arising from the violation of this Article. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law.

Article 10, Section 4 - Union's Responsibilities:

The OPBA does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or other concerted interference with or the withholding of services from the Employer.

Article 10, Section 5 – Grounds for Discipline:

It is further agreed that any violation of the above shall be sufficient grounds for disciplinary action.

ARTICLE 11
BARGAINING UNIT MEMBERSHIP AND EMPLOYEE RIGHTS

Article 11, Section 1 – Right to Representation:

All employees have the right to become or not to become members of the Union and to participate or not participate in its activities, subject to the provisions of this Agreement.

Article 11, Section 2 – Solicit Membership:

The Union shall have the right to solicit membership of all employees who are new to the bargaining unit, and the Employer agrees not to interfere with the rights of such employees to join the Union.

Article 11, Section 3 – Unions Responsibility:

The Union recognizes its responsibility as bargaining agent and agrees to represent all members of the respective bargaining units without interference, restraint or coercion, and shall respect the rights of all employees of the Police Department.

Article 11, Section 4 – Representation of OPBA:

An employee has the right to the presence and advice of an OPBA representative according to Weingarten standards.

Article 11, Section 5 - Criminal Charges:

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

Article 11, Section 6 - Participation in an investigation:

Before an employee may be charged with any violation of the rules and regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis for disciplinary action.

Article 11, Section 7 - Nature of Questioning:

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

Article 11, Section 8 – Authorized Representatives:

In order to promote and fulfill this Agreement and secure and maintain a good harmonious relationship with the Chief of the Police, the Township Board of Trustees, the Union agrees to certify the names of representatives authorized to represent the Bargaining unit membership officially, in writing, to the Employer. Representatives of this bargaining unit shall be persons selected by the Union from their units.

Article 11, Section 9 – Regards to Public Employees:

It is mutually agreed that the Police Division and the individual members of the bargaining unit shall regard themselves as public employees and are governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect, support, and confidence of the general public.

Article 11, Section 10 – Maximum Efficiency of both parties:

It is mutually agreed by both parties, that it shall be their continuing effort to develop procedures, policies and work agreements which will provide for maximum efficiency in the employer's task of administering the affairs of its township and in providing for the safety of, and doing equity to, the employees in the Police Department.

Article 11, Section 11– Change in Personnel Policies:

The Employer shall notify the Union in advance of any major changes in personnel policies, and shall meet periodically to discuss matters of mutual concern.

Article 11, Section 12 – Safe and Healthy Work Place:

It is mutually agreed that a safe and healthy work place is the desire of both parties, and as such, the parties will work towards the elimination of health and safety hazards in the workplace. Notwithstanding Federal and State legislation affecting occupational health and safety, the parties agree to the following safety procedures:

- A. The Employer will develop occupational health and safety guidelines and present necessary training consistent with these guidelines and appropriate legislation.
- B. The parties agree that peace officers are exempted from the State legislation, but a good faith effort will be made to meet reasonable compliance with normal guidelines.

- C. The parties agree that refusal to work provisions do not apply to peace officers for situations or conditions not incidental, or indigenous, to work normally performed by those bargaining unit employees.
- D. The reporting of any health or safety concerns will follow the chain of command in an effort to make the Employer aware of hazardous conditions.
- E. The Employer will make a good faith effort to respond to hazardous conditions in a timely fashion.
- F. Federal and State legislation notwithstanding, the parties agree to resolution of issues relating to health and safety through the Labor-Management Committee, or disputes through the grievance and arbitration procedure of this Agreement.
- G. Both parties agree to adopt township Substance Abuse Policy 5.1.1. Said policy will be consistent with Drug Free Workplace guidelines 5.1 and other similar policies currently in effect in the Township of Brimfield.

Article 11, Section 13 – Polygraph:

The Employer shall administer polygraph examinations to employees only where reasonable cause exists and only with the Employee's consent. Such exam shall focus only on event(s) related to the Employee taking the exam. Polygraph examinations will be administered only by non-employees of the Brimfield Township Police Department. After an Employee has consented to a polygraph examination, the Employee's refusal to sign, after advising said employee of rights under Garrity, a pre-polygraph waiver required by the polygrapher will result in disciplinary action.

ARTICLE 12
PROBATIONARY PERIOD

Article 12, Section 1 – Newly Appointed Sergeant:

All newly promoted employees will be required to serve a probationary period of one (1) year. During said period the Employer shall have the right to reduce in rank such employees and any such action shall not be appealable through the Grievance or Arbitration Procedures herein contained or to any civil service commission. Normal disciplinary processes for cause shall are not precluded by

this section. Employees shall have no seniority during such probationary periods. However, upon completion of the probationary period, seniority in rank shall start from date of promotion. If during the probationary period the Employee is deemed to have not passed said probationary period, or voluntarily cannot finish the probationary period, the Employee shall be returned to the same or similar job classification, pay, and seniority.

ARTICLE 13

NON-CRIMINAL CIVILIAN COMPLAINTS

Article 13, Section 1 – Definition of a Complaint:

A complaint is a statement alleging improper action or failure to act by an employee, inferring a violation of laws, ordinances, or applicable Employer and/or Departmental Rules or Regulations. A request for a review of departmental policy or procedure, or review of an employee's professional judgment is not considered a complaint in the context of this procedure, unless such request is likely or intended to result in an entry in an employee's personnel file. Nor is any normal supervisory review or informal correction considered a complaint in the context of this procedure.

Article 13, Section 2 – Responsibility to Investigate:

The Union agrees that the Police Department bears a responsibility to investigate reports or complaints pertaining to the operations of the Department. As such, the Union agrees that the examination of incidents that give rise to such complaints should be examined and actions taken which protect the reputation and good standing of the employee, the police department, and the Employer. If a complaint of a non-criminal nature is based solely on the opinion or statements of the party or parties complaining, it shall be in writing and signed by the complainant, unless the complaint can be substantiated by other evidence obtained through the normal processing or operation of the Police Department. Complaint(s) shall be handled by the Chief of Police or designated employee as soon as practical after the filing of a complaint.

Article 13, Section 3 – Complaints:

After any or all complaints by civilians have been reduced to writing by the Chief of Police receiving such a complaint. Should the complaint be resolved by the Chief, it shall be so noted on the complaint. In the event a citizen complaint results in formal disciplinary action against an employee, said employee shall, upon written request, be given a copy of the complaint and the name of the complainant.

Article 13, Section 4 – Representation of Complaint:

If, in response to a complaint of a non-criminal nature, the Department conducts an informal hearing, the effected employee shall be entitled to representation by the Union. If the Chief of Police finds a basis for the complaint and disciplinary action is taken, the effected employee shall be notified of such in writing. Said disciplinary action shall be taken in conformance with the disciplinary procedure of this Agreement. Nothing will be placed into a member's personnel file if the complaint is unfounded, or if the employee is found innocent through the disciplinary process of this Agreement.

Article 13, Section 5 – Deadline of Complaint:

Complaint(s) of a non-criminal nature shall not normally be held for more than thirty (30) days from the date of the filing of the Complaint, or by mutual agreement, until final disposition of the pending action is reached, depending upon the availability of witnesses or other appropriate evidence.

**ARTICLE 14
UNION REPRESENTATION**

Article 14, Section 1 -Unit Director:

The OPBA shall have the right to select one Director and one Co director from the bargaining unit and they shall be authorized and recognized by the Employer to represent the OPBA in matters covered by this Agreement. The name of the Director shall be certified in writing and forwarded to the Employer.

Article 14, Section 2 - Use Of Employer's Facilities:

The OPBA shall be allowed to hold regular meetings in the Brimfield Town Hall subject to reasonable notice and scheduling.

Article 14, Section 3 - Union:

The OPBA Director shall be granted eight (8) hours of Union Time upon execution of this Agreement and eight (8) hours of Union Time for each six (6) month period thereafter. Said Union Time may be used for the Collective Bargaining process. If said Union Time is to be used in a block of more than four (4) hours the Director shall provide the Employer with a seven (7) day notice. Union time shall be cumulative to a maximum of sixteen (16) hours. The union Director and one

representative shall be paid for time used to negotiate contracts.

Article 14, Section 4 Training:

Directors shall not be reasonably denied leave time to attend OPBA business and educational functions.

**ARTICLE 15
BULLETIN BOARDS**

Article 15, Section 1 - Space for Bulletin Board:

The Employer agrees to provide space in the police Roll Call Room for bulletin boards to be used by the OPBA and its members. No materials of any kind may be posted elsewhere in the Employer's facilities or on the Employer's equipment, except on the bulletin boards so designated.

Article 15, Section 2 - Inappropriate Material:

Should a posting be made on the Union's bulletin board which the Employer considers to be inappropriate, the Employer may remove such postings or articles from said board?

**ARTICLE 16
PERSONNEL FILES**

Article 16, Section 1 – Public Records Request:

Personnel Files shall be subject to Ohio Public Records Law. Employees will be informed about any public records request within a reasonable period of time. Employees will also be notified within a reasonable period of time about any unsolicited release of disciplinary related information.

Article 16, Section 2 - Review Of Personnel File:

Upon written request to the personnel record custodian and at a mutually convenient time, an employee shall be allowed the opportunity to review his personnel file. All efforts shall be made to review files during off-shift hours except when extenuating circumstances exist. The custodian or his/her designee will be present with the employee during the review. A request for copies of items included in the file will be honored at a reasonable cost to the employee. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition. Employee files will be reviewed annually by the Chief of Police or a designee by the

Chief of Police and any written reprimands or disciplinary action will be removed from the employees personnel file upon request of the employee.

Article 16, Section 3 – Definition of Personnel File:

A personnel file is defined as that file maintained as the body of documents that is kept as an official record of a police division employee's employment history with the employer. It is recognized by the parties that the Employer may prescribe regulations for the custody, use and preservation of the records, papers, documents and property pertaining to the employee, and all legitimate requests for personnel file information or review will be to this file. No documents will be added to this file without a reference to and copy of the document to the employee who is the subject of said file. Every member shall be permitted to review his or her personnel file at any reasonable time upon request. Supervisors shall make an effort to provide review of anecdotal records and notes pertaining to an employee in timely response to requests for a conference for this purpose. Requests for file information from entities or individuals beyond the City will require notice to the employee by the employer.

Article 16, Section 4 – Access by Union Representative:

If any member is involved in a dispute regarding which matters in his personnel file may be material, any Union representative shall also be granted access to such employee file at reasonable times where access is authorized in advance by the employee.

Article 16, Section 5 – Memorandum of Inaccuracies:

For the duration of this Agreement, and any extension thereof, if an employee upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he has access; the employee may write a memorandum to the Chief of Police, or his designee, explaining the alleged inaccuracy. If, upon investigation, the Chief or his designee sustains the allegations, he shall do one of the following:

- a) The employee's memorandum shall be attached to the material in question and filed with it, and the Chief, or his designee, shall note thereon his concurrence; or,
- b) The Chief, or his designee, shall remove the inaccurate material from the personnel file if he feels that the inaccuracies warrant such removal.

Article 16, Section 6 – Written Clarification of Materials:

For the duration of this Agreement and any extension thereof, any new material placed in an employee's file, after the effective date of this Agreement, may be reviewed. If such material is not inaccurate, but the employee feels that clarification is necessary, the employee may submit to the Chief, or his designee, a written clarification of the circumstances. Such memorandum shall not contain derogatory or scurrilous matter regarding any other employee. The Chief or his designee shall immediately arrange to have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

Article 16, Section 7 – Ohio Privacy Act:

The parties agree to strictly adhere to the requirements of the Ohio Privacy Act, any and all State and Federal HIPPA Laws in regard to the disclosure of information from employees' personnel files.

Article 16, Section 8 – Duration of Reprimands in File:

Providing there has been no use of disciplinary issues for purposes of progressive discipline, reprimands shall be removed from an employee's personnel file upon written request of the employee. The following time frames will apply to guide removal of reprimands from a personnel file. Oral and written reprimands shall be removed from the file after six months. One or two day suspensions - two years, suspensions of three days or greater - three years.

ARTICLE 17
GRIEVANCE PROCEDURE

Article 17, Section 1 – Preamble:

Every employee shall have the right to present grievances in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except for Step 1, shall have the right to be represented by a representative of the OPBA at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. The Union agrees to hold the Employer harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance procedure.

Article 17, Section 2 – Definitions:

For the purpose of this procedure, the below listed terms are defined as follows:

- a. Grievance - A "grievance" shall be defined as a dispute or controversy arising from an alleged misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b. Days - A "day", as used in this procedure, shall mean calendar day, excluding Saturdays, Sundays, or holidays as provided for in this Agreement.

Article 17, Section 3 - Grievance Procedure:

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

- A) **Content of Grievance Form.** Except at Step 1, all grievances shall include the name and position of the Grievant; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the Grievant; and a general statement of the nature of the grievance and the specific redress sought by the Grievant.
- B) **Responses to Grievances:** Except at the preliminary Step, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative if any.
- C) **Group Grievances:** A grievance can be initiated by an aggrieved bargaining unit employee. Where a group of bargaining unit employees desires to file a grievance involving a situation affecting each such bargaining unit employee in the same manner, one bargaining unit employee selected by such group shall process the grievance(s). If a grievance affects a "department wide" controversy, it may be submitted at Step 2. All individuals in a group or department-wide grievance must be identified.
- D) **Informal Resolution Of Grievances:** Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with

any appropriate member of the police department and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon either party in future proceedings.

- E) **Time Limits:** It is the OPBA's and the Employer's intention that all time limits in the above grievance procedures shall be met. To the end of encouraging thoughtful responses at each step, however, the grievant and Employer's designated representative may mutually agree at any step to short extensions of any of the time limits imposed herein, but any such agreement must be in writing and signed by the parties. In the event that the Employer fails to timely file a response to a step in the grievance, it is mutually agreed that the grievance is deemed denied and shall automatically proceed to the next step.

Article 17, Section 4 - Administration of Grievances:

All grievances shall be administered in accordance with the following procedure.

Preliminary Step: A unit employee having a grievance will first attempt to resolve it informally with his immediate supervisor at the time the incident giving rise to the grievance occurs. At this step, there is no requirement to put the grievance in writing, and no report needs to be submitted. If the grievant is not satisfied with the response from his immediate supervisor at this step, he may pursue the formal steps which follow.

Immediate Supervisor- Step 1: A bargaining unit employee having a grievance shall present it in writing to his or her immediate supervisor within ten (10) days after the events or circumstances giving rise to the grievance have occurred. A grievance submitted beyond the ten (10) day limit shall not be honored. Within ten (10) days of receipt of the written grievance, the immediate supervisor shall affix his written response to the grievance, date and sign his response, and return it to the grievant.

Chief Of Police - Step 2: Should the grievant not be satisfied with the answer in Step 1, within ten (10) days thereafter, he may appeal the grievance to this step by delivering or having delivered a copy of the grievance, containing the written responses at the prior steps and any other pertinent documents to the office of the Chief.

i.) Within ten (10) days of his receipt of the grievance, the Chief, or his designated representative for this purpose, shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with the grievant. The grievant may bring with him to this meeting one (1) other person.

ii.) In the meeting called for at this Step, the Chief shall hear a full explanation of the grievance and the material facts relating thereto. Within ten (10) working days following the meeting at this Step, the Chief shall submit to the grievant his written response to the grievance.

Township Trustee to the Police Department/Designee - Step 3: If the grievance is not resolved with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Trustee Liaison to the Police Department within ten (10) days from the date of the rendering of the Step 2 decision. Copies of the written decision shall be submitted with the appeal. The Trustee Liaison to the Police Department shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing shall be held with the grievant, an OPBA representative and any other party necessary to provide the required information for the rendering of a proper decision. The Trustees Liaison to the Police Department shall issue a written decision to the grievant and to the OPBA representative within fifteen (15) days from the date of the hearing. If the grievance is not resolved at the conclusion of this step, the grievance may proceed to Arbitration, pursuant to the Arbitration Procedure contained herein.

ARTICLE 18

ARBITRATION PROCEDURE

Article 18, Section 1 - Appeal To Arbitration:

In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by a time

default of the Employer, then within ten (10) days after the rendering of the decision at Step 3 or a time default by the Employer at Step 3, the aggrieved party may submit the grievances to arbitration.

Article 18, Section 2 – Arbitrator:

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

Article 18, Section 3 – Question of Grievance:

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 non-arbitral, or beyond the arbitrator's jurisdiction. If the issue of arbitrability is raised by either party, the arbitrator shall hear all evidence to support the question of arbitrability, and the arbitrator shall determine if the grievance is arbitral before hearing the alleged grievance on its merits. If the arbitrator rules that the grievance is arbitral, the grievance shall be heard on its merits by the same arbitrator.

Article 18, Section 4 – Arbitration Hearing Rules:

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

Article 18, Section 5 – Fees of Arbitration:

The fees and expenses of the arbitrator shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Article 18, Section 6 – Employees Request to Appear:

An employee requested to appear at an arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his or her regular or overtime hourly rate of pay for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith and notification to the opposite

party will be made of such witness.

Article 18, Section 7 – Decision of Arbitrator:

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

Article 18, Section 8 – Panel of Arbitrators:

There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: (1) Jim Mancini; (2) Gregory Van Pelt; (3) Paul Gerhart; (4) Nels Nelson; and (5) Virginia Wallace-Curry.

The first arbitration hearing shall be conducted by the first arbitrator on this list. The next arbitration hearing shall be heard by the second arbitrator on the list, and the process shall continue in this order through the list, and then back to the beginning of the list.

Article 18, Section 9 - Indemnification of Arbitrator:

The Union agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE 19
DISCIPLINARY PROCEDURE

Article 19, Section 1 - Just Cause For Discipline:

No employee shall be disciplined, reduced in pay or position, suspended or removed except for just cause.

Article 19, Section – 2 Hearing Procedures:

- a. Discipline will be applied in a corrective, progressive and uniform manner.
- b. Progressive discipline shall take into account the nature of the violation, the employee's

record of discipline, and the employee's record of performance and conduct.

- c. Whenever the Employer and/or his designee, determines that there may be cause for an employee to be disciplined (suspended, reduced, or discharged), a pre-disciplinary hearing will be scheduled to give the employee the opportunity to offer an explanation of the misconduct. The pre-disciplinary hearing will be scheduled within fifteen (15) calendar days of the alleged misconduct. In the event the Employer cannot schedule said hearing in the time limits set in this paragraph, the Employer shall notify the Union and request the additional time needed. Said request for additional time shall not be unreasonably denied by the Union. The pre-disciplinary hearing procedure shall be as follows:
 1. The employee shall be provided with a written notice advising him of the charges and the specifications of the charges against him. In addition, the notice will list the date, time, and location of the hearing. Such notice shall be given to the employee and the Union at least five (5) days before the hearing. The employee, with the Union's Approval, shall be allowed representation of his choice, the cost of which shall be borne by the employee. Time limits may be waived by mutual consent of the parties.
 2. The hearing shall be conducted before a "neutral" administrator selected by the Employer, an administrator who is not involved in any of the events giving rise to the offense. During the course of the hearing, the employee may offer verbal or written statements from other persons pertaining to the charges.
 3. Within five (5) calendar days after the hearing, the neutral hearing officer shall provide both the employee and the Union, and the Employer with a written statement affirming or disaffirming the charges, based on the evidence given at the hearing by the parties. The document will also give the reasons for the decision.

Article 19, Section 3 – Waiver:

An employee, receiving a notice of a pre-disciplinary hearing may elect to waive such a hearing. To waive a pre-disciplinary hearing, the affected employee will sign a form waiving the hearing,

witnessed by an official of the union and in the presence of the Police Chief or his designee. All parties to the waiver shall sign the form along with the affected employee. An employee waiving the pre-disciplinary hearing, shall also waive the grieving of any discipline imposed

Article 19, Section 4 – Submission to Grievance Procedure:

Following the hearing, any employee receiving an order of suspension or dismissal, may appeal such order at **Step 3** of the Grievance Procedure, within five (5) days of the receipt of the written decision.

Article 19, Section 5- Manner of Hearing:

The Employer agrees all disciplinary procedures shall be carried out in private and in a businesslike manner.

Article 19, Section 6 - Progressive Discipline and Schedule of Discipline:

Written reprimands are not grievable, however, the employee may comment in writing on the reprimand prior to it being placed in the personnel file. The employee shall have 10 days from the date of issuance to file such written comment. The written comment shall be attached to the written reprimand.

Article 19, Section 7 – Duration of Discipline:

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

Oral and written reprimands	6 months
Suspensions of less than 3 days	18 months
Suspensions of 3 days or more	36 months

providing that there have been no intervening disciplinary actions on the same matter taken during that time period.

Article 19, Section 8 – Review of Personnel Files:

An employee may inspect his own personal "Personnel File" as set forth in this Agreement. If a member, upon examining his or her personnel file, has reason to believe that there are inaccuracies in those documents to which he or she has access; the member may write a memorandum to the

Police Chief explaining the alleged inaccuracy. If upon investigation, the Police Chief may do one of the following:

- (1) The member's memorandum may be attached to the material; or,
- (2) The Police Chief may remove the inaccurate material from the personnel file if he/she feels that its inaccuracies warrant such removal.

Article 19, Section 9-Definition of Days:

As used in this article, "Days" shall mean calendar days, excluding Saturdays, Sundays, and Holidays as defined in this Agreement.

Article 19, Section 10 – Disciplinary Rights as Employee:

You have been served with a Notice of Discipline. Under labor contract you have rights as listed below. **PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.**

If, after reading your rights and discussing the matter with your Union representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to the Chief of Police.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to the Chief of Police within ten (10) calendar days of receipt of the Notice of Discipline.

**ARTICLE 20
WORK RULES AND REGULATIONS**

Article 20, Section 1 - Authority of Employer:

The OPBA recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority. Further, the Employer has the right to regulate the personal conduct of employees during the time of the employees' services to the Township and conduct off duty as it pertains to what is consistent with the policies of this Township.

Article 20, Section 2 - Work Rules:

The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every employee shall have access to the department SOP and the Township Personnel Policies and Practices located in the patrol squad room for the duration of this Agreement. Should any work rules conflict with law or with the specific provisions of this Agreement, such rules shall be invalid to the extent of such conflict.

Article 20, Section 3 - Uniform Application of Work Rules:

It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all employees under similar circumstances.

**ARTICLE 21
LABOR MANAGEMENT**

Article 21, Section 1 - Scheduling As Feasible:

It is agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**ARTICLE 22
HEALTH AND SAFETY**

Article 22, Section 1 - Purpose and Responsibilities of Parties:

The Township agrees to furnish and maintain in safe working condition all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe conditions or practices to immediate supervisors. It shall further be the responsibility of the employees to care for all tools and equipment furnished by the Township.

**ARTICLE 23
MEDICAL EXAMINATIONS**

Article 23, Section 1 - Requirement To Submit To Exam:

An employee's refusal to submit to a medical examination may be grounds for discipline, up to and including termination.

Article 23, Section 2 – Follow up Examinations:

- A. In the event that such medical examination discloses a condition which the examining physician determines will impair the employee's health in relation to job performance, the employee may return to the Employer's medical facility for the first level of follow-up examination, at the Employer's expense.
- B. As an alternative, such employee may obtain a second opinion, at his own expense, of the findings of the initial physical examination.
- C. If a disagreement exists between the employee's and the employer's doctors, a third doctor, to be a licensed physician, and to be agreed upon by both the employee and the employer, will examine the employee and the report of the third doctor shall be final. The cost of the third examination shall be paid equally by the employee and employer.
- D. Additional treatment after the examination phase shall be undertaken with the employee's personal physician, and pursuant to the benefits provided through the employer's health care insurance benefits.

Article 23, Section 3 - Use Of Leaves:

Should the employee be required by a physician to be off work, based on the findings of the medical examination, and the opinion of the physician, then said ~~the~~ employee shall be entitled to use all available paid leave including, accumulated unused sick leave, ~~or~~ vacation leave, and/or comp time, until such time as he is released to return to work by his physician, subject to other appropriate provisions of this Agreement.

Article 23, Section 4 – Provisions for paid leave do to Work Related:

If such medical absence is caused by a work incurred injury or illness, such paid leave shall be subject to other appropriate provisions of this Agreement.

Article 23, Section 5 – Provisions for Update Reviews:

The medical examination referred to in this section may be updated periodically in conformance with and pursuant to standards determined by the Labor Management Committee and pursuant to the recommendation of the Employer's medical advisor.

Article 23, Section 6 – Testing for Contagious Disease:

Upon suspected exposure or at the direction of the employer, employees shall have the option of testing for Tuberculosis and/or hepatitis or any other communicable diseases at the Employer's medical facility, and as may be recommended by exposure of the Employee to such a contagious disease. If the Employee feels that such a test is necessary due to the suspicion of exposure, the employee may receive such a test administered by the Employer's medical advisor upon such a request. The expense of such test shall be borne by the employer.

ARTICLE 24
EMPLOYEE LIABILITY

Article 24, Section 1 – Legal Representation by Employer:

Consistent with Ohio Revised Code, Chapter 2744.07, the Employer shall provide for the defense of an employee in any civil action brought against him by reason of his employment with the Township of Brimfield, Portage County, Ohio.

Article 24, Section 2 – Employee Shall be Represented with legal Council:

The employee shall be represented, to the extent that he was acting in good faith and within the scope of his employment or official responsibility. Should the Employer decline to represent the employee pursuant to this paragraph, the employee shall have available the remedy guaranteed at O.R.C. 2744.07(C).

Article 24, Section 3 – Limits:

Representation and defense by the Employer shall be limited to the extent that it shall not indemnify said employee for punitive or exemplary damages, but only those compensatory damages where the employee was acting in good faith and within the scope of his employment.

Article 24, Section 4 – Law Suit Records and Personnel Files:

Records of lawsuits in which an employee is a party shall not be placed in the employee's personnel file, except for valid disciplinary actions resulting from the employee's actions that precipitated the lawsuit.

ARTICLE 25
SENIORITY

Article 25, Section 1 – Seniority is defined as:

Seniority shall be defined as an employee's length of continuous full-time employment within the Township of Brimfield as a sworn Police Officer. A probationary employee shall have no seniority in rank until he satisfactorily completes the probationary period which will be added to his total length of continuous employment. Seniority in rank shall be defined as an employee's length of continuous full-time employment within the Police Department at the current supervisory rank.

Article 25, Section 2 – Determination of Seniority:

An employee's seniority shall be terminated when one or more of the following occur:

- a) He resigns, unless rehired within one (1) year of resignation date;
- b) He is discharged for just cause;
- c) He is laid off for a period of time exceeding Twenty-Four (24) months;
- d) He retires;
- e) He fails to report for work for more than five (5) days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- f) Fails to return to work upon the expiration of any leave applicable to him;
- g) He refuses to recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice.

Article 25, Section 3 – Eligibility List:

If two or more employees are hired or appointed at the same time, their relative seniority shall be determined by their standing on the eligibility list.

Article 25, Section 4 – Seniority Credit with Break In Service:

Employees who resign and are rehired within one (1) year of resignation shall upon re-employment receive credit for their previously accrued seniority, excluding the time not on the Employer's active payroll. Seniority shall not continue to accrue for an employee who is laid off or on an approved unpaid leave of absence other than an FMLA leave, but upon return from such layoff or leave, the employee shall receive credit for their previously accrued seniority. The accumulation of seniority shall not be effected by approved leaves for which medical benefits are paid (other than disability leave), or during which seniority is protected by statute or law.

Article 25, Section 5 - Seniority Lists.

The Department shall prepare and post annually a seniority list of full time bargaining unit members; including both Patrol Officers and Police Sergeants. The list shall identify an employee's date of employment as a full time patrol officer and the date of promotion. The list shall be used for the annual shift selection by seniority, most senior 1st, or by the increase, change, or decrease in the work force. The annual shift selection shall be done in November and implemented on the first full pay week in January.

Article 25, Section 6 – Chain of Command:

The Chain of Command will coincide with seniority and then rank with in the department. In the absence of the Chief of Police, the Captain will act in his place. In the event that the Chief of Police and the Captain are both in absence, the most senior Sergeant will act in their place.

ARTICLE 26

LAYOFF AND RECALL

Article 26, Section 1 – Provisions for Layoffs:

Where, because of lack of funds, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions set forth.

Article 26, Section 2 – Layoffs by Seniority:

Employees within the affected job classification shall be laid off according to their departmental seniority with the least senior being laid off first, providing that all students, temporary, part-time, seasonal and probationary employees within the affected job classification are laid off first in the

above respective order.

Article 26, Section 3 – Layoffs in Rank:

Employee(s) who are laid off from one rank may displace (bump) another employee(s) with lesser seniority in a lower rank within this bargaining unit. In all cases where one employee is exercising his/her seniority to displace (bump) another employee, his/her right to displace (bump) is subject to the conditions the he/she is qualified and able to perform the functions and duties of the classification into which he is attempting to displace (bump), at the reasonable discretion of the Employer.

Article 26, Section 4 – Bumping Rights:

Employee(s) in the union who are displaced (bumped) by a more senior union employee(s) shall be able to displace (bump) another union employee with lesser seniority. Bumping of a union member by a non-union employee is strictly prohibited.

Article 26, Section 5 – Layoff is least in Seniority:

At the end of displacing (bumping) process, the employee who is displaced (bumped) and unable or chooses not to displace another employee pursuant to the above provisions, shall be laid off.

Article 26, Section 6 – Recall:

Recalls shall be in the inverse order of lay-off by highest classification and a laid off employee shall retain his right to recall for thirty-six (36) months from the date of his lay-off. Notice of recall shall be sent to the employee's address listed on the Employer records and shall be sent by certified mail, return receipt.

Article 26, Section 7 -Return of Service:

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

Article 26, Section 8 – Notice of Layoff:

Employees scheduled for lay-off shall be given a minimum of twenty-eight (28) days advance notice of lay-off

Article 26, Section 9 – Insurance Coverage:

The Employer shall continue the employee's insurance coverage for sixty (60) days after lay-off.

Article 26, Section 10 – Commission:

If a Layoff shall incur than the Employer will incur the cost of any and all update training for OPOTA re-certification.

**ARTICLE 27
INSURANCE**

Article 27, Section 1 – Medical Coverage:

The Employer shall continue to provide full-time bargaining unit employees, and their eligible dependents, with the existing major-medical, dental and vision insurance coverages through Summa Insurance or equal to or better than except as modified by Exhibit A. Effective the first pay period in January 2008, and for the duration of this agreement, bargaining unit employees, covered under the Employer's health insurance plan, as define herein, shall pay a bi-weekly employee health insurance contribution according to the following schedule:

Family plan:	\$50.00/bi-weekly pay
EE/Spouse:	\$45.00/bi-weekly pay
EE/Dependant:	\$30.00/bi-weekly pay
Single:	\$20.00/bi-weekly pay

Health insurance coverage shall commence in accordance with the health insurance carrier's enrollment guidelines.

Article 27, Section 2 – Prescription Drug Plan:

The Employer will continue to provide a prescription drug plan to all full-time bargaining unit employees and their eligible dependents with coverage limitations as set forth in Exhibit B. Eligibility of dependents will be determined on the same basis as under the medical insurance plan provided pursuant to Section 01 of Article 25.

Article 27, Section 3 - Life Insurance for Employees:

At no cost to the employee, the Employer, Brimfield Township shall provide and maintain in force by the payment of necessary premiums, \$25,000 in life insurance with double indemnity for accidental death and a \$5,000 accidental dismemberment benefit for all bargaining unit members, for the duration of this Agreement.

Article 27, Section 4 – Obligation and Eligibility of Dependents:

The Employer shall have no obligation to provide insurance coverage for dependents in cases where the employee who desires such coverage fails to make a written application for same to the Township Clerk / Fiscal Officer or to provide information reasonably requested by the Clerk / Fiscal Officer to establish the eligibility of dependents.

Article 27, Section 5 – Employers Right to Change Provider:

The Employer has the right to self-insure or change carriers as it deems appropriate, providing the effected coverage remains comparable.

Article 27, Section 6 - Joint Healthcare Committee:

The Employer will maintain a Joint Healthcare Committee, Per Township Resolution, composed of management representatives and not less than one representative from each bargaining unit within the Township. The Committee will meet periodically to review medical insurance plans and costs; to explore group health insurance plan alternatives; changes in coverage; and cost containment measures. The Committee will only have authority to make recommendations. Should the Committee make recommendations regarding a healthcare issue that require negotiation between the Township and the Union, both parties will give due regard to the recommendations of the Committee when negotiating the issue.

ARTICLE 28
HOURS OF WORK AND OVERTIME

Article 28, Section 1 - Overtime Defined:

Overtime shall be defined as compensated hours (including sick leave, paid personal leave, comp. time, holiday, etc...) in excess of 40 forty hours within the 7 day work week.

Article 28, Section 2 - Work Schedules:

Work schedules for bargaining unit employees will be arranged by the Employer so that the regularly scheduled work week shall consist of forty (40) hours based on five (5) consecutive eight (8) hour work days and two (2) consecutive days off. The days off will be modified when an employee's schedule or assignment is modified. The Employer shall designate the start of the work week and work day.

The schedule of shifts for each employee shall be semi-annual:

- A. Shift schedules shall be established on January 1st of each year and July 1 of each year.

Article 28, section 3 – Highest Efficiency of Operations:

Subject to section 2 of this Article, and in accordance with the total complement authorized by the Township and the manpower available, the Employer will continue to assign personnel to achieve the highest efficiency of operations and the greatest protection for the community.

Article 28, Section 4 – Shift Exchange:

Employees may exchange shifts if the exchange does not interfere with the operation of the Department and prior approval of the in-charge shift officers are given, provided the change does not result in the payment of overtime pay and the Chief retains the ultimate authority as to the approval or disapproval of such exchanges.

Article 28, Section 5 - Overtime Rate:

Employees covered by this Agreement shall receive overtime for all time worked and approved time off in excess of forty (40) hours per week, the approved posted schedule consisting of five consecutive work days and two regular days off and any approved posted overtime, late calls or

unforeseen circumstances. Employee may elect to receive pay or compensatory time (comp time) equal to one and one-half (1-1/2) times the hours actually worked in excess of forty (40) hours per calendar week, per article 39 comp-time.

A. REGULAR OVERTIME

Replacement which is required due to shift shortages will be posted on the union board.

Bargaining unit members Sergeants and Patrol shall be eligible to fill shift shortages that result from a shortage of employees on a shift. For the purpose of shift coverage and to maintain optimal protection to the residence, Police Sergeants will be placed in the rotation of Patrolman according to seniority of hire date for all overtime postings and shifts to be covered.

Article 28, Section 6 - Court Time:

Court overtime shall be considered overtime If an employee is called to appear in Court based upon his/her duties as a Police Officer he/she shall be paid a minimum of three (3) hours at the appropriate rate for the specific purpose of appearing in Court. If that court appearance is the result of actions taken on behalf of, for the benefit of, and at the direction of the Township it does not include legal actions in which the employee has initiated independent civil actions for personal interests, or actions of a personal nature initiated against the Township as the respondent to a civil claim. Further, it is not applicable when the employee is the defendant in improper behavior claims in which the improper action was intentional or criminal in nature.

Article 28, Section 7 - Minimum Report-In Training and Meetings:

A bargaining unit member in an off duty status who is ordered or requested to report for work and so reports, shall be paid a minimum of two (2) hours or actual time worked, whichever is greater, at the appropriate rate as defined in this Agreement. For meetings and training scheduled and required by the Employer, bargaining unit members shall be paid for the actual time in the meeting or training, at their appropriate rate or the two (2) hour minimum contained herein.

ARTICLE 29
CLOTHING AND EQUIPMENT ALLOWANCE
UNIFORM AND MAINTENANCE PAYMENT

Article 29, Section 1 – Newly Hired:

All newly promoted employees, who are required to wear a uniform, as determined by the Employer, shall be issued an initial issue of clothing and equipment at no cost to the employee. Such initial issue shall be determined by the Police Chief. Newly hired full-time employees shall not receive a uniform allowance payment until the employee has completed one (1) year of service with the Employer. When the employee has completed the one (1) year of service, and is eligible for uniform allowance payment, said payment shall be prorated for the balance of the year.

Employees, who are issued body armor, as part of their required uniform, shall be required to wear the body armor whenever performing their assigned duties. The Employer shall replace the body armor according to the manufacturer's recommended replacement schedule.

Article 29, Section 2 – Due Date:

For the duration of this agreement, bargaining unit employees will receive a yearly clothing allowance in the amount of one thousand dollars (\$1,000.00). Said clothing allowance will be paid to each employee in a check, on or about April 1st of each year.

Article 29, Section 3 - # of Uniforms:

All employees will produce at least one (1) full winter and one (1) full summer uniform when so demanded by the Police Chief.

Article 29, Section 4 – Uniform Style:

All items shall be of the type and construction approved by the Police Chief in the Departments Polices and Procedures Manual.

ARTICLE 30
VACATIONS

Article 30, Section 1 - Rate of Accumulation and Scheduling:

All regular full-time Police Sergeants shall be granted the following vacation leave with full pay based on their length of service with Brimfield Township. Vacation Leave is accrued on the basis of anniversary year. The rate of vacation leave hours shall accrue for every 80 hour active pay period as follows:

1- 5 years of service	two	(2) weeks;
6-10 years of service	three	(3) weeks;
11-15 years of service	four	(4) weeks;
16 - 20 years of service	five	(5) weeks;
Over 20 years of service	six	(6) weeks;

Article 30, Section 2 - Eligibility for Vacation Leave/Notification for Use:

An employee shall become eligible for vacation leave on his 1st anniversary date as a full-time police officer with Brimfield Township.

Article 30, Section 3 - Use of Leave during Year Accumulated:

Said vacation leave may be taken during the calendar year on the bases of that accrual, except the Board of Trustees or their designee may allow the carry-over of two (2) weeks of vacation leave to the following calendar year, which if not used in the following calendar year will be forfeited. As used herein, a "day" means a normally scheduled work shift which falls within a single twenty-four hour period. In addition, an employee may schedule 1/2 day (4 Hours) vacation leave, following current approval procedures and current priority of approval.

Article 30, Section 4 - Annual Requests:

Vacation requests may be made during the months of November and December of the year proceeding the year during which the vacation requests shall be taken. If more than one (1) request is made for the same date or an overlap should occur seniority shall have preference. Vacation requests made after December shall be granted on a first come, first serve basis. Emergency vacation leave requests will not be unreasonably withheld despite any notice.

Article 30, Section 5 – Extended Sick Leave Used Toward Vacation Time:

Absence because of sickness, injury or disability in excess of that authorized by this Agreement, may, at the request of the employee and within the reasonable discretion of the Chief of Police, be charged against vacation leave, if prior approval is so granted.

Article 30, Section 6 – Conversion upon Separation or Death:

Employees who terminate their employment with the Township for any reason shall receive a conversion to cash of their accumulated, unused vacation leave. Employees who die during their employment with the Township shall have their accumulated unused vacation leave paid to their estate or paid according to probate laws.

Article 30, Section 7 – Cashing out of unused Vacation Leave:

Employees may sell back to the Employer, vacation leave earned, but not taken. Any employee, who wishes to sell back vacation time, shall follow the following procedure:

1. No more than 80 hours of vacation time, in a calendar year, will be allowed to be cashed in, unless separation from employment.
2. An employee shall make his/her requests to sell back their vacation leave time, during any time of each vacation year. Such payment for vacation leave time shall be in a separate check from the employees regular payroll check.
3. A request to sell back earned vacation time, shall be in writing, including the amount of vacation time to be sold back, and the amount of vacation time the employee has accrued.
4. The Employer shall not arbitrarily and capriciously deny a request for selling back earned vacation time.

ARTICLE 31
SICK /BEREAVEMENT

Article 31, Section 1 - Uses Of Sick Leave:

Sick leave shall be defined as an absence with pay necessitated by:

- 1) Illness, injury or disability of an employee or a member of the employee's immediate family.

Immediate family is defined as:

“Immediate family” is defined as: an employee's spouse, parents, children, grandparents, brother, sister, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-brother, step-sister, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

- 2) Medical, dental, or optical examination or treatment of an employee or a member of the immediate family where the employee's presence is reasonably necessary;
- 3) Exposure to a contagious disease which would jeopardize the health of the employee or co-workers;
- 4) Pregnancy and/or childbirth and related conditions of employee or spouse.

Article 31, Section 2 - Accumulation of Sick Leave:

All employees shall earn sick leave at the rate of 4.6 hours for every eighty (80) hours in active pay status and may accumulate such sick leave to an unlimited amount. There will be no accumulation for overtime hours.

Article 31, Section 3 - Notification of Illness:

An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore before the start of his work shift each day he is to be absent. The employee shall notify the Employer at least one (1) hour prior to the start of his shift unless extenuating circumstances prevail.

Article 31, Section 4 - Usage of Sick:

Sick leave may be used in segments of not less than one (1) hour. Employees shall not use sick leave to cover tardiness.

Article 31, Section 5 - Physician's Statement:

An employee absent for two (2) work days or more within a work week as defined in this agreement may be required to furnish a physician's report to be eligible for an excused sick leave. This includes physicians report for immediate family members.

Article 31, Section 6 - Evidence of Sickness or Illness:

If the employee fails to submit adequate proof of illness, injury or death, or in the event that upon such proof as is submitted or upon the report of medical proof as is submitted or upon the report of medical examination, the Chief or his designee finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay and subject to discipline.

Article 31, Section 7 - Abuse of Leave:

Any abuse or patterned use of sick leave shall be cause for disciplinary action.

Article 31, Section 8 - Physician's Statement or Ability to Work:

The Board of Trustees or their designee may require an employee who has been absent due to personal illness or for injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid for by the Employer, to establish that he/she is not disabled from the performance of his or her duties, and that his return to duty will not jeopardize his health and safety or the health and safety of others. A statement from the physician will also be required when sick leave is taken either the day prior or the day subsequent to a holiday or a vacation day.

Article 31, Section 9 – Family Defined for Sick Leave:

Definition of the immediate family is as follows: spouse, child, father, mother, sister, brother, grandparents, grandchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, or legal guardian.

Article 31, Section 10 - Bereavement Leave:

An Employee may also use up to five (5) days of Sick Leave when there is a death of a member of his/her immediate family. For purposes of Bereavement the immediate family is defined as follows: spouse, child father, mother, sister, brother, grandparents, grandchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, or legal guardian.

Article 31, Section 11 - Sick leave Conversion upon Separation:

An employee who retires or becomes disabled with the Brimfield Police Department after:

1. 10 years and up to 15 years may elect to be paid in cash for 50% of accrued but unused sick leave.
2. 15 years and one day to 25 years of service is entitled to 75% of accrued but unused sick leave.
3. 25 years and one day plus are entitled to 100% of accrued but unused sick leave.

The payment shall be based upon the employee's rate of pay at the time of retirement, disability, or departure of employment. Upon accepting this payment all accrued sick leave shall be eliminated. The accrued sick leave conversation cannot be used to extend the date of retirement.

ARTICLE 32

LEAVES OF ABSENCE AND MATERNITY LEAVE

Article 32, Section 1 - Request for Unpaid Leave:

All unpaid leaves of absence under this Article must be applied for and granted or rejected within five (5) working days, in writing, on forms to be provided by the Employer and with approval of the Chief or his designee. Any leave may be immediately revoked and an employee may be disciplined if not utilized for the purpose requested or otherwise abused.

Article 32, Section 2 - Return From Unpaid Leave:

When an employee returns to work after any leave of absence, that employee will be assigned to the classification which he or she formerly occupied. Unless otherwise provided for, an employee may, upon request, return to work prior to the expiration of any leave of absence, if such early return is agreed to by the Employer.

Article 32, Section 3 - Court Leave:

Employees will be compensated at the appropriate rate when they are called to jury duty or when they are a witness. All jury and witness fees will be remitted to the Township.

Article 32, Section 4 – Military:

Employees who leave the service of Brimfield Township to enter the United States Armed Forces shall have the rights of reinstatement as provided by state and federal statutes.

Article 32, Section 5 - Reserve/National Guard Leave:

All employees of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, or members of other reserve components of the Armed Forces of the United States, are entitled to leaves of absence for such military service for field training, active duty or emergency call-out for a period not to exceed thirty one (31) days per year per employee. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty at least two (2) weeks in advance of the starting date of such leave unless emergency situations require otherwise. Employees on such leave shall be paid during such absence for the difference between their regular straight time wages and their military pay for such period, as verified to the Employer by military pay voucher. The maximum number of hours for which payment may be made in any one (1) calendar year under this provision is one hundred seventy six (176) hours per employee.

Article 32, Section 6 - Annual Military Leave:

Employees who are members of the Ohio National Guard or any military reserve unit shall be granted time off with pay when ordered to temporary active duty or when ordered to military training exercises not to exceed thirty one (31) calendar days per year or a total of one hundred seventy six (176) hours. Military leave pay shall be the difference between the employee's regular pay and service pay.

Article 32, Section 7 - Leave Of Absence for Military Service:

An employee shall be granted a leave of absence without pay to serve in the Armed Forces of the United States or any branch thereof. Such leave shall last only for the initial enlistment or induction period. Employees on military leave without pay shall continue to accrue seniority and if an employee requests reinstatement within thirty one (31) calendar days of his discharge from military service, the Township shall reinstate the employee at the same rank as when he left, with full credit for prior seniority. The Township may require that the employee establish that his physical and mental health have not been impaired as to render him incompetent to perform the duties of his position.

Article 32, Section 8 - Maternity Leave:

Maternity leave will be granted as required under the Family Medical Leave Act (FMLA). Employees, who are pregnant, will be allowed to perform all duties of her position, until such time a licensed medical physician verifies she is unable to perform the assigned duties. If the physician states the employee cannot perform the assigned duties, the employee will be off work on FMLA until she returns to work after her childbirth.

**ARTICLE 33
PERSONAL LEAVE**

Article 33, Section 1 – FMLA:

Covered employees may be entitled to unpaid personal leave of up to twelve (12) weeks during a twelve (12) month period for certain family and medical reasons. The twelve (12) month period for purposes of the Family and Medical Leave Act of 1993 (FMLA) shall be a rolling 12-month period measured backward from the date an eligible employee uses any FMLA leave. Unpaid leave will be considered by the Employer after accumulated paid leave of the Employee has been utilized to the extent it is available for the twelve week period.

Article 33, Section 2 - Reasons for Taking Leave:

Unpaid leave must be granted for any of the following reasons:

- A. To care for the Employee's child after birth, or placement for adoption of foster care;

- B. To care for the Employee's spouse, son or daughter, or parent, who has a serious health condition; or
- C. For a serious health condition which makes the Employee unable to perform his job.

Article 33, Section 3 - Advance notice and Medical Certification:

The Employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if the following requirements are not met:

- A. The Employee must provide thirty (30) days advance notice when the leave is foreseeable.
- B. Medical certification may be required to support a request for leave because of a serious health condition, and may require second or third opinions (at the Employer's expense) and a fitness for duty report to return to work.

Article 33, Section 4 - Job Benefits and Protection:

During the use of personal leave for family or medical reasons, the following rights will be retained by the Employee:

- A. The Employer will maintain the Employee's health coverage under any "Group Health Plan".
- B. Upon return from leave, Employees will be restored to their original position or equivalent position with equivalent pay, benefits, and other employment terms.
- C. The use of this personal leave will not result in the loss of any employment benefit that accrued prior to the start of the Employee's leave, such as seniority, time earned towards vacation accrual, or step pay levels.

Article 33, Section 5 - Employer's Responsibilities:

- A. During the use of personal leave for family or medical reasons, the Employer agrees not to interfere with, restrain, or deny the exercise of any right provided under the Family Medical Leave Act (FMLA) of 1993.
- B. The Employer will not discharge or discriminate against any person for opposing any

practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Article 33, Section 6 – Enforcement:

Enforcement of these provisions is subject to the standard grievance and arbitration process of this agreement, but upon its conclusion, does not bar the investigation and resolution of complaints authorized by the U.S. Department of Labor, or the proper bringing of a civil action by an eligible employee.

Article 33, Section 7 – Jury Duty:

An Employee who is covered by this Plan and misses work because of jury duty shall receive his or her regular salary or wages provided that all monies received by the Employee from the court for such duty are deposited with the Townships fiscal Officer. Time spent on jury duty shall not be deducted from an Employee's sick leave or vacation time. Proof of each day of such duty from the court shall be required.

**ARTICLE 34
HOLIDAYS AND PERSONAL DAYS**

Article 34, Section 1 – Listing of Holidays:

The following days shall be recognized as holidays. Holidays and personal days are designated as paid holidays for all bargaining unit employees:

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

Article 34, Section 2 – Request Off on Holidays:

Upon request by an employee who otherwise is scheduled to work on a holiday, the Employer shall allow off as many employees as the Chief of Police deems is practicable while maintaining normal level of operations so as to protect the community without incurring overtime wage costs.

Article 34, Section 3 – Wages for Holiday Time Off:

If an employee requests to be granted time off on a holiday which falls on his or her normal workday, and the request is granted, the employee shall receive eight (8) hours of pay at the employee's normal hourly rate of pay as said rate exists on the date of the holiday, the amount so received to be payable during the pay period in which said holiday falls. If the employee works a holiday than that employee will be compensated 8 hours of regular pay for a normal work day and 8 hours of overtime pay at time and of half for the holiday.

Article 34, Section 5 – Personal Days:

Bargaining unit employees will be entitled to five (5), eight (8) hour personal days each year of this agreement. Employee should attempt to give the Employer at least a forty-eight (48) hour advance notice of the employee's intent to use a personal day. Unused personal days cannot be carried over into the following year, and shall have no cash value. Unused personal days in any given year, will be lost to the employee.

ARTICLE 35

SERVICE RELATED INJURY LEAVE

Article 35, Section 1 – Worker' Compensation:

All compensation for injuries sustained on the job will be in accordance with Ohio's Worker's Compensation law.

Article 35, Section 2 – Compensation When Relieved of Duty:

Whenever an employee is required to stop working because of a service connected injury he shall be paid for the remaining hours of that workday and shall not be charged to sick leave.

Article 35, Section 3 – BWC Payments:

If an employee is off work for a work related injury that will result in a claim for lost wages being filed with the Bureau of Worker’s Compensation (BWC), the employee will receive full pay from the Employer from the date of injury to the eighth (8th) day after said injury date. After the eighth (8th) day, the employee will be required to use any paid leave time the employee has available.

Once BWC agrees to cover the injury claim and awards the employee lost wages, the employee agrees to turn over said payments to the Township. Any paid time used by the employee will be returned to the employee, at the appropriate calculated amount, upon the Township’s receipt of the employee’s lost wage compensation.

**ARTICLE 36
EDUCATION and TRAINING**

Article 36, Section 1 - Cost Of Employer-Required Courses:

The Employer shall pay the tuition for all education or training required as a condition of employment, and for all educational programs as may be required by the Chief, those courses mandated by the State of Ohio to maintain an officers or dispatcher's certification within their job description or classification.

**ARTICLE 37
WAGES**

Article 37, Section 1 – Wages:

All full-time hourly Police Sergeants shall be paid in accordance with the following wage schedule:

2012	2013	2014	2015
\$61,172.80	\$63,619.71	\$65,528.30	\$67,494.15
Start	4%	3%	3%

Section 1: The Employer shall contribute in full force and affect the pension program through the

**ARTICLE 38
LONGEVITY**

Article 38, Section 1 – Annual Longevity:

Each member of the bargaining unit shall be entitled to an annual longevity payment according to the following schedule:

After completion of five (5) years of service:	\$675.00
After completion of ten (10) years of service:	\$1,035.00
After completion of fifteen (15) years of service:	\$1,395.00
After completion of twenty (20) years of service:	\$1,875.00
After completion of twenty-five (25) years of service:	\$2,475.00

Article 38, Section 2 – Longevity Payment:

Longevity payments shall be made on the nearest possible pay period to the employee's anniversary date of hire.

**ARTICLE 39
COMPENSATORY TIME**

Article 39, Section 1 Understanding of Compensatory Time:

Bargaining unit members may elect to take compensatory time off in lieu of cash payment of overtime, when an employee works in excess of the hours of work set forth in Article 28, Hours of Work/Overtime, of this Agreement. Compensatory time shall be as follows:

- A. Employees earning compensatory time off may bank their time in their compensatory time bank at the rate of one and one-half (1-1/2) hours for each hour of overtime worked.
- B. The maximum hours an employee may bank in their compensatory time bank, shall not exceed one hundred sixty (160) hours. All overtime worked that would be in excess of the one hundred sixty (160) hours shall be paid in cash at the regular overtime hourly rate of pay, and no additional hours shall be banked until a reduction from the one hundred sixty (160) hours maximum has been made.
- C. When an employee has worked overtime and wishes to bank compensatory time, the employee shall notify the Police Chief of the employee's desire to bank compensatory time, and shall determine the amount to be banked. Those hours not banked shall be paid in cash to the employee under the normal overtime payment procedures.
- D. When requesting compensatory time off, requests for vacation and paid holidays will be honored first. Should two (2) or more employees request compensatory time off at the same time (same calendar day), priority of preference shall be given to the most senior employee. The use of compensatory time as time off will be reasonably governed by scheduling considerations. Approval of compensatory time is subject to the same approval requirements as all other benefits, such as vacation leave, except that time limits may be waived if it is deemed by the Chief or his designee to be an emergency situation.
- E. Compensatory time off can be taken off in a minimum of four (4) hour increments.

Article 39, Section 2 - Record of Compensatory Time:

The record of compensatory time shall be submitted to the Township Clerk or his designee with the payroll at the conclusion of the work period in which the overtime is worked. The Township Clerk's or designee's record regarding accumulation of accrued compensatory time and overtime and the use of compensatory time shall be the official record.

Article 39, Section 3 – Cash Out of Compensatory Time:

Bargaining unit members may cash out no more than 80 hours once every six month period, with a written request submitted to the Police Chief. Payment of unused compensatory time may be submitted for payment in April and October of each year.

ARTICLE 40
WAIVER IN CASE OF EMERGENCY

Article 40, Section 1 - Suspension of Provisions of Agreement:

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Trustees of Brimfield or the federal or state legislature, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

- a. Time limits for management or the Union's replies on grievances; and

- b. All work rules and/or provisions of Agreements or practices directly relating to the assignment of all employees.

Article 40, Section 2 - Termination of Emergency:

Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement.

ARTICLE 41
SUCCESSORSHIP

Article 41, Section 1 – Successors:

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 42
DURATION AND EXECUTION

Section 1 – Duration: This Agreement is effective and retroactive to January 1, 2013 and shall continue in full force and effect until December 31, 2015.

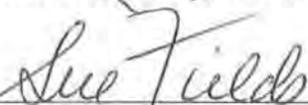
Section 2 – Contract Reopener. It is understood by all parties that the Patient Protection and Affordable Care Act (PPACA), by federal law, will cause changes to the manner that health care insurance is currently provided and administered by Brimfield Township. These changes could affect all areas of the health insurance coverage currently provided. In order to remain current with anticipated changes, at the request of either party, a reopener shall take place in the year of the change, prior to the health insurance contract renewal period and in accordance with OAC Chapter 4117, to discuss and negotiate changes to Article 27, Health Insurance.

Section 3 – Execution: IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on 7/11/14.

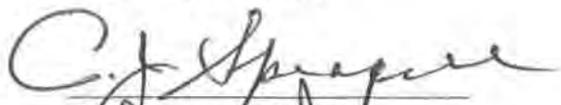
FOR BRIMFIELD TOWNSHIP



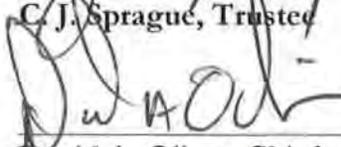
Mike Kostensky, Trustee



Sue Fields, Trustee



C. J. Sprague, Trustee

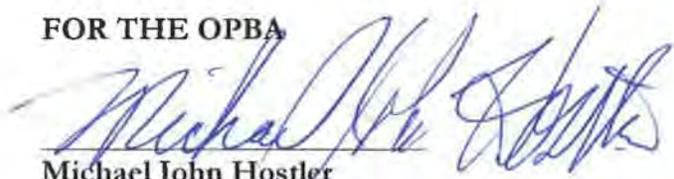


David A. Oliver, Chief of Police

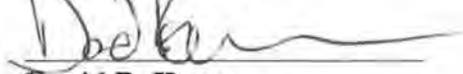


John Datzel, Fiscal Officer

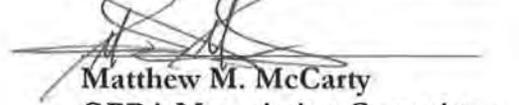
FOR THE OPBA



Michael John Hostler
Attorney, OPBA



David B. Knarr
OPBA Negotiating Committee



Matthew M. McCarty
OPBA Negotiating Committee

