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**UNIONTOWN POLICE DEPARTMENT COLLECTIVE  
BARGAINING AGREEMENT**

**WITH THE**

**FRATERNAL ORDER OF POLICE**

**OHIO LABOR COUNCIL**

**AND**

**UNIONTOWN POLICE DISTRICT  
BOARD OF LAKE TOWNSHIP TRUSTEES  
STARK COUNTY, OHIO**

**EFFECTIVE APRIL 1, 2012**

**TO**

**MARCH 31, 2015**

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## ARTICLE 1

### AGREEMENT AND PURPOSE

This Agreement is made and entered into as of the 1<sup>st</sup> day of April, 2012, by and between the Board of Lake Township Trustees, Stark County, Ohio, a political subdivision of the State of Ohio hereinafter referred to as the "Township" or "Employer," and the **Fraternal Order of Police/Ohio Labor Council**, representing full-time patrol officers and sergeants, each of whom is hereinafter referred to as "Member," or when referring collectively to the patrol persons who are Members of the Union as the "Unit," in the Uniontown Police Department, hereinafter referred to as "Department" which Department, as a separate taxing district of Lake Township, hereinafter referred to as the "District," is administered by the Township.

This Agreement is made for the purpose of promoting harmonious relations between the Township and the Members, and in compliance with the applicable provisions of the Ohio Revised Code.

This Agreement shall become effective **April 1, 2012**, and shall remain in effect until **March 31, 2015**. Negotiations may be reopened only by mutual written agreement of the parties.

## ARTICLE 2

### RECOGNITION CLAUSE

Pursuant to Ohio Revised Code Section 4117.07(C), the Township recognizes the **FOP/OLC** as the exclusive representative for all full-time sergeants and full-time patrol officers of the Department. Specifically excluded from this Unit are the Chief of Police, ranking officers, reserve officers, part-time or volunteer officers, and all other employees in the Department who are employed by the District as administered by the Township.

## ARTICLE 3

### SEVERABILITY

If any clause, sentence, paragraph or part of this Agreement or the application thereof to any person or circumstance should for any reason, be adjudged by a court or other tribunal or competent jurisdiction, or the State Employment Relations Board, to be invalid, such judgment shall not effect, impair or invalidate the remainder of this Agreement and the application of such provision to any other provision, person or circumstance, but shall be confined in its application to the person, clause, sentence, paragraph or part thereof, directly involved in the controversy, in which such judgment shall have been rendered and the person or circumstances involved. The remainder of this Agreement shall remain in full force and effect for the Agreement term.

### MANAGEMENT RIGHTS

The **FOP/OLC** recognizes that except as otherwise expressly limited in this Agreement, it is the exclusive function of the Township as management to maintain order, discipline, efficiency and to generally operate the Department – to hire, direct, classify, assign, transfer, evaluate, promote, demote and lay off employees; to suspend, discipline or discharge employees for just cause, providing that a claim by an employee that he/she has been demoted, suspended, disciplined or discharged for just cause, may be made subject to the grievance procedure; to promulgate and enforce rules and regulations; to determine the classifications, size and duties of the work force; to determine work methods, standards,

materials and equipment; to determine shift and reasonable overtime requirements; to assign and allocate work within the Department; to reorganize; discontinue or enlarge any departments or portions thereof; to determine or change the methods and means by which its operations are to be carried out; and, in other words, generally, to carry out any of the other ordinary and customary functions of management.

#### **ARTICLE 4**

##### **WAIVER IN CASE OF EMERGENCY**

In cases of circumstances beyond the control of the Township, such as an Act of God, riot, flood, civil disorder and other similar acts, which require a declaration of emergency by the Township, all provisions of this Agreement may be suspended, except for those provisions establishing rate of compensation.

Said declaration of emergency shall cease with the actual termination of the occurrence involved, and a declaration to that effect made by the Township. A period of emergency as so declared shall not exceed fifteen (15) days.

#### **ARTICLE 5**

##### **NON-DISCRIMINATION**

The parties to this Agreement shall not discriminate for or against any employee of the District on the basis of membership or position in the FOP/OLC and both will conform to applicable Federal and/or State anti-discrimination laws.

#### **ARTICLE 6**

##### **PERSONNEL FILES AND POLICY**

In the administration of the Department the Township maintains individual personnel files on police personnel including those who are Members of the Unit who are represented by the F.O.P./O.L.C. Each Member of the Unit shall be permitted to review his/her individual personnel file upon advance reasonable written notice to the Township, copy to the Chief of Police which access shall be provided for review no later than forty-eight (48) hours of the receipt of the written request for the review. Should any Member upon review of his/her file, read/observe material of a negative or derogatory nature, said Member may provide a written and signed commit in rebuttal, mitigation or explanation of said material. A Member's written comments shall remain in the Member's file so long as the negative material in his/her file.

When a Member is charged with or is under investigation for an alleged violation of Department rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the Member's name and extent of the disciplinary action taken or contemplated until such time as the final inter-department ruling has been made and served on the Member. The Employer and the Member, to the extent permitted by law, shall hold all investigations in strictest confidence.

Any adverse material in a Member's file that is of a minor nature shall be removed from the Member's active file one (1) year from the date of the violation and shall be placed in the Member's inactive file, which shall be kept in each Member's personnel file along with an active file. Any major

violation shall be removed from the Member's file two (2) years from the date of the violation and shall be placed in the Member's inactive file.

## **ARTICLE 7**

### **FAIR SHARE FEE AND DUES DEDUCTION**

The Township agrees to deduct from the wages of any District employee who is a Member of the Unit, all FOP/OLC membership fees uniformly required. The FOP/OLC will notify the Township from time to time of the dues it charges and its current membership.

All Members of the Unit who are employees of the District shall become dues paying Members of the FOP/OLC in accordance with and subject to the requirements contained in the provisions of O.R.C. Section 4117.09(C) as therein specified and subject to the exceptions stated therein, the provisions of O.R.C. 4117.09 (C). Fair Share fees shall be deducted from the wages of all non-Members/full-time patrol persons of the District, on the same basis as the deductions are made for dues from employees of the District who are Members of the Unit.

Nothing in this Article shall be construed to require any employee of the District to become a Member of the FOP/OLC.

The FOP/OLC agrees to save the Township harmless in the event of the filing of any claim or suit with regard to the application of this provision.

The Township shall not be required to make such deduction from any employee who is a member of and who adheres to established and traditional tenants or teachings of a bona-fide religion or other similar group as defined by Ohio law and who has received a Declaration of Exemption by the State Employment Relations Board; nor shall the Township be required to make such deduction from any employee who by reason of state or federal law is exempt from such deduction.

Deductions for dues and fair share fees will be made and paid monthly to the F.O.P./O.L.C., 222 East Town Street, Columbus, Ohio 43215 or other such address as set by the F.O.P./O.L.C. from time to time.

## **ARTICLE 8**

### **LABOR AND MANAGEMENT COMMITTEE**

A Labor Management Committee, hereinafter "Committee," consisting of two (2) Members of the Department, comprised of one (1) patrolman representative and one (1) sergeant representative; one (1) Township Trustee and/or Board's designee and the Chief of Police or Chief's designee will represent the Township at Labor Management meetings. The Committee will meet whenever a meeting is called by a Committee Member to:

- A. Discuss health and safety issues;
- B. Recommend and discuss the operation of the Department with the intent to improve the efficiency of the Department;
- C. Discuss items of concern to the employees and to the Board of Trustees;

- D. No Article of this Agreement shall become the subject of the meetings contemplated herein for purposes of negotiations nor will these meetings give rise to the submission of a grievance by any Unit Member.

The Committee meetings shall be scheduled within fourteen (14) days from the date of the provision of written notice by either party to the other, and such notice shall have a written agenda attached to the request.

## **ARTICLE 9**

### **GREIVANCE**

A grievance is a dispute over the specific terms and conditions of this Agreement including the interpretation, application or alleged violation of specific terms of this Agreement

- A. The following procedures and time limits shall be utilized when a grievance is initiated by the grievant and/or the Union:

#### *STEP 1.*

The grievant must present his/her grievance orally to the grievant's supervisor within seven (7) calendar days of the occurrence giving rise to the grievance or at the latest, within seven (7) calendar days after the matter giving rise to the grievance has become known through the exercise of due diligence. The Member's supervisor shall have seven (7) calendar days following such presentation to submit his/her oral response to the grievant. The Member may be accompanied by a Union representative if he/she so requests when the grievance is orally presented to the grievant's supervisor.

#### *STEP 2.*

If the grievance is not settled by STEP 1, the grievant or his/her representative may reduce the grievance to writing. The written grievance must be presented to the Chief within seven (7) calendar days after determination of the STEP 1 grievance or within seven (7) calendar days of the oral presentation of the Step 1 grievance, whichever is later. The Chief shall reply in writing within seven (7) calendar days after receipt of the written grievance.

#### *STEP 3.*

If the grievance is not settled by STEP 2, the grievant may appeal in writing to the Board of Trustees. Such an appeal must be submitted within seven (7) calendar days after the receipt of the STEP 2 reply from the Chief. The Trustees, or their designated representative, shall meet within twenty-one (21) days of their receipt of the STEP 3 written appeal with the grievant and Union representative to attempt to resolve the grievance. The Board of Trustees shall reply in writing to the Union representative within seven (7) calendar days of the meeting between the Board or their designated representative and grievant and his/her representative.

#### *STEP 4.*

If the grievance is not settled by STEP 3 the Union, within ten (10) calendar days of its receipt of the Trustees' written reply as specified in STEP 3, shall meet with the Township or their designated representative and mutually select an arbitrator for arbitration of the grievance. Such selection shall be with the written approval of both parties. If the parties fail to mutually

agree to an Arbitrator within the ten (10) days, the Union shall apply for a list of Arbitrators through the Federal Mediation and Conciliation Services and the parties shall select an Arbitrator from this list by alternately striking names from the list until one name remains. This name shall be the Arbitrator.

- B. Should the Township fail to comply with the time limits specified herein, the grievant or his/her representative on behalf of a Member as provided herein may proceed immediately to the next step. Should the grievant fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be extended by mutual written agreement of the parties.

### **ARBITRATION**

The arbitration hearing or hearings shall be conducted pursuant to the rules of Voluntary Arbitration of the Federal Mediation and Conciliation Services and shall be binding on all parties.

The Arbitrator's decision and award shall be in writing and delivered within thirty (30) days from the date the record of the Arbitration is closed. The cost of the Arbitrator and any expense of the hearing as may be agreed to in writing by the parties hereto shall be paid equally by the parties.

The Arbitrator shall not have the power or authority to add to or subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that in itself is contrary to law or violates any of the terms and conditions of this Agreement. The Arbitrator's decision shall be binding on the parties.

## **ARTICLE 10**

### **DISCIPLINARY ACTION**

The Employer may take disciplinary action against a Unit Member only for just cause. The Employer may take disciplinary action for actions which occur while a Member is on duty, or which occur while a Member is working under the color of the Employer, or in any instance where the Member's conduct violates a Township/Department policy, rule, regulation or violates his/her oath of office.

Discipline shall be applied in a uniform and progressive manner. Progressive discipline will apply when a violation of the same or similar nature occurs. Steps of progressive discipline shall be:

1. Counseling.
2. Documented verbal warning.
3. Written reprimand.
4. Suspension.
5. Suspension, demotion or termination.

If the Employer is of the opinion that the violation is of sufficient severity that the Member is a threat to the community, to other officers, or to himself/herself, Steps 1 through 5 may be waived, and the Member may be placed on an administrative leave until a disposition is made by the Employer at the pre-disciplinary hearing to be conducted as hereinafter provided.

In no event shall any counseling or written warning be considered for any disciplinary action following two (2) years from the date of said counseling or written warning.

Whenever the Employer determines that a Member may be disciplined for just cause that may result in discipline to be imposed as provided in step Four (4) or step Five (5) above stated, a pre-disciplinary hearing shall be scheduled to give the Member an opportunity to offer an explanation of the alleged misconduct. Prior to the pre-disciplinary hearing the Member shall be given a written specification of the charges or charges pending against the Member which shall also be contained in a written notice of hearing to be served on the Member not later than forty-eight (48) hours prior to the pre-disciplinary hearing. The process of disciplinary hearing and notification of discipline, if any, shall be completed within thirty (30) calendar days from presentation to the Member of the written specification of the charge. This thirty (30) day period may be extended by mutually written agreement of the parties.

Pre-disciplinary hearings will be conducted by a neutral hearing administrator selected by the Employer. Such neutral hearing officer may be a ranking officer of another law enforcement agency. The Member may choose to:

1. Appear at the hearing and present oral and written statements.
2. Appear at the hearing and have a chosen representative present oral or written statements in defense of the employee.
3. Elect in writing to waive the opportunity to have a pre-disciplinary hearing.

At the pre-disciplinary hearing the neutral officer will ask the Employer to present the evidence and/or statements to support its allegation of misconduct as contained in the Notice of Hearing which had been sent to the Member. The Member may present testimony, witnesses, documents which explain whether or not the alleged misconduct occurred. The Member shall provide a list of witnesses and the name and occupation of his/her representative, if any, to the Employer as far in advance as possible, but no later than forty-eight (48) hours prior to the pre-disciplinary hearing. It is the Member's responsibility to notify his/her witnesses that he/she desires their attendance at the hearing. The Member, or his/her representative, will be permitted to confront and cross-examine the Employer's witnesses.

A written report will be prepared by the neutral hearing administrator concluding whether or not the Employer has presented enough support documentation to show just cause for the implementation of the discipline, if any. A copy of the neutral administrator report will be provided to the Member, his/her representative and the Employer within five (5) days of such hearing.

Should the Employer feel immediate suspension is necessary to protect the Member, his/her coworkers, or the community, such suspension shall be deemed an administrative leave with pay until such time as a pre-disciplinary hearing has been concluded, and the Employer disciplines the Member.

If the Member is dissatisfied with the discipline imposed he may file a grievance which shall be deemed to commence beginning with Step 4 of the Grievance Procedure, *i.e.*, arbitration, as set forth in this agreement.

## ARTICLE 11

### MAJOR MEDICAL/HOSPITALIZATION – OTHER MEDICAL BENEFIT COVERAGE

- A. The Employer will provide and pay for hospitalization, major medical and other medical (including dental, prescription and vision) services coverage on behalf of each member of the bargaining unit, their spouse and dependent children, pursuant to the Members enrollment of March 1, 2012. The major medical, hospitalization, insurance benefit package shall be the plan currently provided by the Lake Township Board of Trustees at the ratification of this Agreement (Medical Mutual of Ohio, SuperMed Plus 1580 (80/20 plan) and Medical Mutual of Ohio, COSE SuperMed Plus Multiple Option Plan/MOP100 (Employees contribution to be paid by the employee thru payroll deduction), or an equivalent plan. During the term of this Collective Bargaining Agreement the Employee shall pay Ten percent (10%) of the total health insurance premium. The members ten percent (10%) contribution shall be equally divided among the twenty-six (26) bi-weekly payroll periods. If the total premium cost to the Employer increases by more than forty-five percent (45%) during the life of this negotiated Agreement, then the Employer and the Union shall reopen this provision to renegotiate this Article in accord with Chapter 4117. Prior to making any changes in providers or third party administrators, the Employer agrees to negotiate said benefit with the Union. Such assent and approval shall not be unreasonably withheld.
- B. The Employer shall provide Employees with term life insurance in the amount of \$25,000.00 per Employee, with the understanding, however, that there will be a decrease in the death benefit paid for those Employees over sixty-five (65) years of age and further decreases in the death benefit each time Employees who are not retired reach the age of 70, 75, and 80 years of age. At 99 years of age, coverage shall terminate. The parties recognize that coverage also terminates when an Employee retires.

## ARTICLE 12

### SICK LEAVE

It shall be the policy of the Department to provide sick leave with pay for all Unit Members.

After six (6) months of consecutive service, each Unit Members shall be entitled to accumulate sick leave on a 4.6 hours for every 80 hours worked basis. Sick leave shall be cumulatively earned but shall be restricted to a maximum number of four hundred eighty (480) accumulated days. Township paid holidays, vacation days, sick leave time and Worker's Compensation paid time off shall be considered time worked for purposes of accumulation of sick leave.

Upon death, retirement or voluntary separation, a Member shall be entitled to be compensated with pay for up to forty-five (45) days of unused but accumulated sick leave.

Sick leave shall be charged to the Member only upon approval of the Department Head/Township for the following reasons:

- A. The illness, injury or pregnancy of a Member, an immediate family member or a medical emergency, including pregnancy of his/her immediate family, where the Member's presence is required.
- B. Exposure of a Member to a contagious disease so that the presence of the Member at his/her job would jeopardize the health of the other employees.

Any Member absent for five (5) consecutive or more working days, at the direction and upon the written request of his/her Department Head, shall submit a written physician's certificate of illness or injury.

Should a pattern develop whereby and Unit Member is reporting off sick on certain days or shifts (*i.e.* continually ill the day before or after his/her regular duty shift, ill on holidays, etc.), then that Unit Members sick leave shall be subject to review by the Township. If as the result of such a review a Unit Member is allegedly found to be abusing the privilege of sick leave, he/she may be subject to disciplinary action by the Township.

The Township reserves the right to require a Member alleging illness or injury to submit to a physical examination or examinations at the Township's sole discretion and the Trustees' sole expense, for purposes of securing a second medical opinion as to the Member's health.

A Unit Member, with the approval of his/her physician and/or the examining physician and the Chief of Police, may return to duty under a light duty status provided, however, that such light duty work is available. All benefits provided under this Agreement shall accrue to such Employee while on the said light duty status.

A Unit Member who has sick time remaining at the end of a calendar year may elect to:

- (1) Carry forward the balance of the unused sick time or,
- (2) Receive a cash benefit equal to one (1) hour as the base rate of pay for every two (2) hours of earned but unused sick time, (*i.e.* one(1) hour of pay for two (2)hours of earned sick leave),
- (3) Combination of (1) and (2) per the above,
- (4) In the final year of service prior to retirement a Member may receive a cash benefit payment equal to the total number of hours of unused sick leave which the Member has accumulated at the Member's normal hourly rate of pay, provided, however, that said cash benefit shall not exceed payment for more than Four Hundred Eighty (480) hours of unused sick time.

## ARTICLE 13

### OVERTIME PAY

When a Member is required by his/her supervisor to work in excess of his/her eight (8) hour work day or his/her forty (40) hour work week, such Member shall be compensated for each hour or fraction thereof at a rate of one and one half (1 1/2) times his/her base hourly rate. Overtime pay will be paid in the next pay period after which such overtime was accrued. Holidays, vacation days, sick leave, and compensatory time shall be a part of the standard workweek for the purpose of computing overtime.

Each Unit Member may elect to take, at his/her discretion, compensatory time, at one and one half (1 1/2) times the hours worked, in lieu of compensation for overtime worked. Compensatory time may be accumulated up to a total of two hundred seventy five (275) hours for the life of the contract. Upon reaching the 275 hours accumulation limit, the employee will either be paid for additional hours of overtime worked or may use the accumulated time as provided by federal law. In April and November each year during this contract period, each Unit Member may elect to be paid for all or any part of his or her accumulated compensatory time and carry over any balance thereof, subject, however, at all times, to the rule that no more than two hundred seventy five (275) hours may be accumulated. If a Unit Member elects to be paid for all or a portion of his/her compensatory time as specified herein, the election shall be provided, by the employee, in writing to the Clerk of the Township no later than March 1 or November 1 of each year during this contract period and said sum less only required and applicable withholdings shall be paid in the Employee's first payroll check in April or the last payroll check in November or in a separate check provided to the Employee on the first pay date in April or the last pay date in November.

For purposes of definition a workweek consist of forty (40) hours of work within five (5) consecutive days. A workday shall be eight (8) hours within a twenty-four (24) hour period, beginning with the Member's start of his/her shift. The Township may use reserve officers to avoid payment of overtime. However, reserve officers shall not be used if such utilization results in reducing the normal workweek contained in this paragraph. Work schedules shall not be adjusted for the purpose of avoiding the payment of overtime.

Where there is an open shift caused by a scheduled full-time officer being off due to vacation, personal day, or compensatory time, prior to utilizing a reserve officer, the Chief or his/her designee will offer the open shift to a full-time officer. However, full-time officers are able to work back-to-back shifts, but not to exceed twelve hours (12) except in emergency situations. The Chief or his/her designee, may, where an open shift is available, split the open shift between two full-time officers.

Overtime will be offered to an officer on a rotating basis. The Chief or his/her designee will keep a record of all overtime offered. Any officer who was inadvertently missed or skipped will be offered the next available overtime.

## ARTICLE 14

### VACATION

Each Member of the Unit shall earn paid vacations to be taken in the subsequent calendar year and in such manner herein provided:

Less than 1 year of service	0 days
1 through 5 years of service	10 days
6 through 10 years of service	15 days
11 through 20 years of service	20 days
21 and over	25 days

Vacation benefits are subject to the following computations and rules:

- A. In computing service for vacation purposes, full credit shall be given for all service rendered by a Member in the probationary status, provided such a Member becomes an employee eligible to receive vacation immediately after completion of his/her probationary status.
- B. Requests for the use of vacation time shall be made from January 1 to March 31 in each calendar year. If more than one request is made for the same date or if an overlap between requests should occur, those with the most seniority shall have preference in the scheduling of vacation time. The Chief or his/her designee on the basis of availability may honor any vacation requests that are made after March 31. No more than five days of accumulated unused vacation leave may be carried over from a year into the next calendar year, provided, however, that Members may accumulate over the course of their entire employment, a maximum of sixty days of accumulated but unused vacation leave if they designate each year the number of unused days they desire to accumulate for the purpose of banking towards retirement. In no event shall the accumulated unused vacation leave banked toward retirement exceed a maximum of sixty (60) days. A Member may elect to convert up to one (1) week (five (5) days) of accumulated vacation time to compensate the Member making such request if said request is submitted in writing, by the employee, by March 1 or November 1 of each year, otherwise it will not be so paid. Said sum less only required and applicable withholdings shall be paid in the Employee's first payroll check in April or the last payroll check in November or in a separate check provided to the Employee on the first pay date in April or the last pay date in November.
- C. A Member may take vacation time from a minimum of one (1) hour to his/her total accumulation, upon prior approval of the Chief of Police.
- D. Should a Member die, his/her earned and unpaid vacation shall be paid to the deceased Member's surviving spouse or estate if he/she has no surviving spouse.
- E. Upon receipt of a written request for a vacation leave, the Chief of Police shall approve or disapprove of the request in writing within seven (7) days of the receipt of the written request.

## ARTICLE 15

### HOLIDAYS

All Members in active pay status of the Unit shall receive ten (10) paid observed holidays per calendar year. Below are the observed holidays.

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

In addition, any Member of the Unit who is required to work on any of these holidays shall be paid at a rate of one and one-half (1 1/2) times his/her base hourly rate of pay for working on any of these days. Any Unit Member who works on one of these holidays is entitled to one other "vacation" day off for each such holiday worked at his/her normal rate of pay, and the Member shall select the day at his/her discretion with the approval of the Chief of Police which approval/disapproval shall be provided within seven (7) days of the receipt of the written request. In the event of said election, the Member who works on one of the ten (10) paid observed holidays shall receive pay only at the rate of one and one-half (1 1/2) times his/her base hourly rate of pay. The department will endeavor to use part-time officers for holiday service whenever possible. Holiday scheduling will be done according to seniority with those Members having most seniority receiving desired work scheduling during such holiday periods.

If a unit Member is not scheduled to work a listed holiday, he/she may opt to take another day off with pay in lieu of holiday pay, subject to the approval of the Chief of Police, which shall be approved/disapproved within seven (7) days of the receipt of the written request for same. Any payment made under this paragraph shall be paid at the rate of pay in effect when such holiday payment was earned.

Any Member entitled to receive a day off under this Article, may elect instead to receive a day's pay for each day off so earned. The pay shall be given at the hourly rate at which the holiday pay was earned. A Member will be permitted to bank earned unused holidays, which will be paid by the first pay period in December.

The Uniontown Police Department, being on a 24-hour, 7-day a week schedule, shall observe the day of the actual holiday and not the day it is observed by the Township.

## ARTICLE 16

### COURT TIME

If any Unit Member is subpoenaed to appear in court or before an administrative agency of the State of Ohio or any other political subdivision, on Township or police business on their off duty time, he/she will be paid either a minimum of three (3) hours at one and one half (1 1/2) times the Member's then current rate of pay or the actual time spent in court or before any such administrative agency, whichever is greater, regardless of the number of subpoenas issued, and including travel time to and from the said court or administrative agency. If the Unit Member is required to use his/her own personal vehicle, he/she will be reimbursed for parking charges after submission to the Township of a paid

receipt therefore. If a Unit Member is required to leave Stark County for such appearances, he/she will be entitled to mileage at the current rate allowed by the IRS per mile for personal vehicle use. Personal vehicles shall only be used when Township vehicles are unavailable. Union business is specifically excluded under this Article.

Members shall be permitted to elect to receive either pay or compensatory time for the time defined in this Article. In the event compensatory time is elected, usage of compensatory time is at the Chief or his/her designee's total discretion. Compensatory time may be denied if it results in additional overtime.

#### **ARTICLE 17**

##### **UNIFORM ALLOWANCE**

A uniform allowance of one thousand dollars (\$1,000.00) for calendar year 2012, one thousand one hundred dollars (\$1,100.00) for calendar year 2013 and one thousand two hundred dollars (\$1,200.00) for calendar year 2014 to be in the form of a purchase order account for the purchase of Uniontown Police Department law enforcement related equipment and supplies only, to include uniforms, leather boots and on duty/off duty/back-up weapons. Whenever a part-time employee is hired to full-time duty position and has previously received a partial uniform allowance, the employee shall receive the difference from the amount of the uniform allowance previously received up to a maximum of one thousand dollars (\$1,000.00), in 2012, one thousand one hundred dollars (\$1,100.00) in 2013 and one thousand two hundred dollars (\$1,200.00) in 2014. In no event shall any part-time employee, who is hired to a full-time duty position, receive more than the above stated uniform allowance within the same calendar year.

The Township shall provide bulletproof vests to Unit Members. If bidding equipment for such a purchase, the Township will not select a product solely on the basis of the lowest bid but, but shall select products and provide vests that meet bidding requirements for the lowest and best bid which shall have proven safety standards which are approved by State and/or Federal safety agencies.

A police uniform shall consist of those items listed and defined as the Department uniform in Section 1-1(IV)(N) of the Lake Township Police Manual, but shall include any item a police officer needs for his/her work apparel or equipment which is not otherwise furnished or provided by the Township.

#### **ARTICLE 18**

##### **PERSONAL DAYS**

Each Unit Member shall receive five (5) personal days off from work with pay, at the Member's regular rate of pay, per year.

A Member's request for a personal day shall be approved at the discretion of the Chief or his/her designee upon twenty-four (24) hours prior notice to the Department Head, provided no more than one request is received for that particular day; if more than one request is received, the Member with the most seniority shall receive the personal day off from work, unless the Chief of Police may accommodate both requests.

The personal days are not to be cumulative and must be used by the end of the calendar year.

## **ARTICLE 19**

### **LONGEVITY**

All Unit Members who are full time, active patrol persons of the Department shall receive an eight dollar and 50/100 (\$8.50) per month pay supplement for each year of continuous employment with the Township in excess of five (5) years of continuous employment, payable on the first pay of December of each year. No longevity payment shall exceed one thousand five hundred dollars (\$1,500.00) per year.

1. Members must be actively working and on the payroll in order to be entitled to a longevity payment.
2. The longevity pay shall be paid in one lump sum payment per year, in the first pay of December.
3. Upon the expiration of the 5<sup>th</sup> year of continuous employment, when entitlement to longevity pay shall commence and forward in time, the longevity pay will be based on all months of continuous employment accumulated from the date of original employment.

## **ARTICLE 20**

### **TRAINING**

All Members of the Unit who are required to receive standard minimum training for law enforcement as established by State and/or Federal law shall be afforded the opportunity to attend such training. Attendance at all required training will be mandatory and considered as part of the Member's regular workweek up to eight (8) hours per day of actual training. Members assigned to training will continue to be on training status until such time as the training is completed unless an emergency requires their return to normal duty.

All unit Members will receive equal opportunity to attend any training sessions upon the approval of the Township and/or Police Chief. The number of training sessions to be attended per year shall be determined by the Township and the Police Chief.

When required or designated by the Chief, the Township of Lake, Ohio, agrees to pay for the following in connection with training:

1. Textbooks;
2. Tuition;
3. Mileage, at the rate currently allowed by the IRS for use of personal vehicles only and only when police vehicles are unavailable, for mileage to and from approved attendance at training;
4. Meals – The Actual costs of food and nonalcoholic beverages up to a maximum of \$35.00 per day. All meal and lodging costs are to be itemized and paid receipts provided to the Township;
5. Lodging – Said cost will be paid only where necessary and only when approved in advance by the Township.

## **ARTICLE 21**

### **FUNERAL LEAVE**

All members of the Unit shall be entitled to up to three (3) consecutive working days off with pay at the Member's normal rate of pay for funeral/bereavement leave to attend the funeral of any of the following relations of the Member: spouse, child, grandchild, stepchild, mother, father, sister, brother, mother-in-law, father-in-law, grandparent, stepmother, stepfather, stepbrother, stepsister, sister-in-law, brother-in-law, or guardian of the person.

In addition, the Member may opt to take additional funeral leave, which will be charged to and deducted from the Member's accumulated sick leave, unless the Member elects to use other benefits provided in this contract for paid leaves, such as holidays, vacation days and compensatory time. The Member must notify the Chief of Police of his/her exercise of this option no later than the second day of the funeral leave taken. The member shall also advise the Chief of the total number of extra days the officer intends to request and use. Final approval of the officer's request must be obtained from the Chief of Police.

## **ARTICLE 22**

### **LAYOFF AND CALL BACK**

Should the Township deem it necessary to lay off Unit Members because of lack of work, lack of funds, or job abolishment, the layoffs or reductions in force will be made in accordance with the following guidelines provided however, that the Township shall first lay off all but one non-commissioned, clerical/secretarial employee, and all part-time police officers, the selection of which shall be at the discretion of the Chief of Police, but implemented through action of the Board of Trustees of the Township:

1. The Unit Member(s) with the least amount of seniority with the Department, in the job classification to be reduced in force, will be the first to be laid off.
2. The Members who are called back from the layoff to return to their full-time status will be called back in reverse order of the layoff. The last Member who was laid off will be the first Member to return to work. This provision shall last for two (2) years after which time any laid off Member may be recalled regardless of seniority. Unit Members are to keep the Township advised of their current address at all times.
3. Members shall retain recall rights for two years from the date of their layoff.
4. For a period of time not to exceed six months in the event of a layoff, reserve officers shall not be used to fill in for a vacancy or a Unit Member's normal schedule for compensation.
5. A sergeant with more seniority than a Member of the Unit may displace a patrol officer with less seniority in the event of a layoff in the sergeant bargaining unit.

**ARTICLE 23**

**F.O.P.. RESPRESENTATION**

Any Member of the Unit has a right to have the FOP/OLC. Union Representative or his/her designee present at any meeting that will result in a disciplinary action being taken against that Member, or at any step of the grievance procedure as outlined in this Agreement.

**ARTICLE 24**

**POSTING AND AVAILABILITY OF DEPARTMENTAL POLICY**

The Chief will make available at the Township Police Station copies of all policies and rules and regulations of the Department. Any changes in the policies, rules and regulations will be posted. The Chief will arrange a location in the Police Station immediately accessible to the Members. FOP/OLC. Members will provide a bulletin board for posting such changes.

**ARTICLE 25**

**COMPENSATION**

Commencing with the first pay period following April 1 of each year of this agreement, patrolmen shall be paid upon the appropriate graduated step increase, based upon years of completed service with the department\*, and annual salary to be paid in equal installments, every other week over the course of each year hereof, as follows:

	2012	2013	2014
Probationary Patrolman	19.64	19.93	20.23
After one (1) year's service	21.24	21.56	21.88
After two (2) year's service	22.10	22.43	22.77
After three (3) year's service	24.34	24.71	25.08
Sergeant	27.02	27.43	27.84

The above pay schedule reflects a **one and one half per cent (1.5%)** pay increase effective April 1, 2012, a **one and one half per cent (1.5%)** pay increase effective April 1, 2013, and a **one and one half per cent (1.5%)** pay increase effective April 1, 2014.

\*The Board of Trustees, upon the recommendation of the Chief of Police, shall have the authority to advance any full-time patrolman with less than three (3) years of service with the department, to any step within the pay scale. In addition, for compensation purposes only, the Board of Trustees, upon the recommendation of the Chief of Police, shall have the authority to place a newly hired employee, who has at least five (5) years prior service with any outside law enforcement department, at any step within the pay scale.

## **ARTICLE 26**

### **SENIORITY**

Department seniority, within each job classification of sergeant(s) and patrol officers, is the total uninterrupted continuous service of a full-time police officer from the date of hire as a full-time police officer with the Uniontown Police Department. Discharge, resignation and retirement shall constitute a break in service.

Seniority will be considered as part of the Member's evaluation when selection of job assignments or vacancies occurs. The Chief shall post on the bulletin board at the Police Station any vacancies of job assignments that are required to be filled.

Shift selection shall be bid on an annual basis, during the first week of December of each year. The selection shall become effective the first pay period in January. Shift selection will be based within each classification by departmental seniority. In addition, sergeants acknowledge that from time to time circumstances may warrant the need for the Chief of Police to make temporary changes in the sergeant(s) shift schedules. However, a temporary transfer shall not exceed thirty (30) days. Sergeants will be provided two (2) weeks notice of the temporary transfer, except in emergency situations.

## **ARTICLE 27**

### **MISCELLANEOUS HEALTH PROVISIONS**

1. The Township agrees to pay for flu shots for each member up to an annual cost of \$20.00 and Hepatitis shot(s) at an annual cost not to exceed \$135.00 to each Member desiring same. A written receipt for either or both shall be provided to the Township Clerk for reimbursement for same during the calendar year that the shot(s) were received.
2. Any discipline for substance abuse is subject to grievance and arbitration procedure provided herein.
3. The Employer's Drug Testing Policy is incorporated herein by reference.

## **ARTICLE 28**

### **EDUCATION ALLOWANCE**

Unit Members shall be eligible to participate in continuing higher education with tuition and textbook cost reimbursement to be provided to each Member who complies with all of the following terms:

The Chief of Police and the Trustees prior to enrollment must approve:

1. A course, and all mandatory subjects needed to acquire a degree, in writing;
2. The Member must achieve a grade of "B" or its equivalent;
3. A Member must have at least one year of service with the Department;
4. A maximum of six credit hours per year shall be eligible for reimbursement under this article;
5. Such reimbursement shall be made at the end of the year;
6. The Township shall also reimburse Member's for the cost of any textbook necessary and required to complete such approved courses; and
7. Any courses or course must be job related in order to be eligible for reimbursement under this article.

#### **ARTICLE 29**

##### **OFFICER-IN-CHARGE**

The Chief shall designate an officer in charge on each shift when applicable who meets departmental policy criteria. The officer-in-charge shall receive \$1.75 above the base rate for all time worked on the shift as officer-in-charge. The determination of officer-in-charge is totally at the Chief's discretion and not subject to the grievance arbitration procedure. **However, a senior full time officer will have preference over a reserve officer.** When serving as an officer-in-charge, the officer-in-charge will be in charge of this shift and may be required to recommend discipline to other officers serving under him. In the event that an officer is disciplined as recommended by the officer-incharge, he/she will assist the Township in the discipline in the event it is challenged by the Union. **(Effective upon ratification)**

#### **ARTICLE 30**

##### **BARGAINING UNIT MEMBERS RIGHTS**

Should the Uniontown Police Department change and jurisdictional responsibilities, or should the Uniontown Police be abolished by a jurisdictional change, all contents of this Labor Agreement will remain in full force and effect. Should any change in the Employer status occur as defined in the recognition article of this Agreement, all terms, conditions, and wages are subjects of negotiations as defined in the ORC 4117, and such negotiations shall be initiated at least sixty (60) days prior to the change. All roles of ORC 4117 are applicable to the negotiations.

#### **ARTICLE 31**

##### **DURATION**

This contract shall be in effect from its ratification and signing as of **April 1, 2012 to March 31, 2015** and shall continue on a year to year basis unless a notice to negotiate is given by the party who is seeking to change, modify or add to the terms of this Agreement.

Such notice must be given no later than ninety (90) days prior to the expiration date of the contract or in cases where the contract is continued on a year-to-year basis, no later than thirty (30) days prior to the expiration date of the contract which is continued on that basis.

**ARTICLE 32**

**PROBATION**

Each new employee covered under this contract shall be hired on a one-year probationary basis. During this time, the Chief of Police and/or supervisors shall make every effort to orient the new employee to his or her job and to the Department procedures. Prior to the completion of the one-year probationary period, each Member's performance, work record and general adaptability to the Department's needs will be reviewed by the Chief of Police, supervisor and, if necessary, the Board of Township Trustees. The review will be conducted to determine whether or not continued employment of the probationary employee will be mutually satisfactory to the employee as well as the Board and the Township/Department as a whole. If a Member's performance does not justify continued employment, the probationary employee will be given notice of a failure to successfully complete the probationary period.

The probationary period as specified herein does not guarantee employment during the entire probationary period, and any probationary employee may be terminated at any time within the probationary period.

**ARTICLE 33**

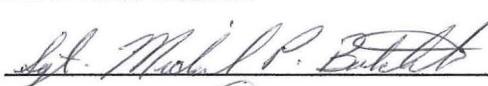
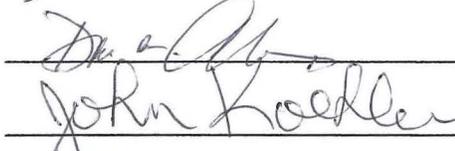
**DAYLIGHT SAVINGS TIME**

When a change is made from daylight savings time to standard time, employees on duty when the change is made shall be compensated at time and one-half for the hour worked in excess of eight. When a change is made from standard time to daylight savings time, employees on duty when the change is made shall be paid only for actual hours worked, unless the employee chooses to use one hour of comp time, vacation time or personal time to complete the 8-hour shift.

**FOR THE TOWNSHIP**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**FOR THE UNION**

  
\_\_\_\_\_  
  
\_\_\_\_\_

**As to Terms**

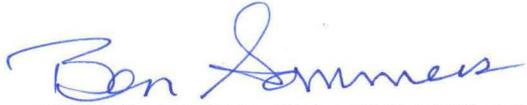
**applicable to and binding upon the Fraternal Order of Police/Ohio Labor Council:**

  
**By:** \_\_\_\_\_  
**Its:**  \_\_\_\_\_

**CERTIFICATE OF CLERK**

I, Ben Sommers, Clerk and Fiscal Officer of Lake Township, Stark County, Ohio, in whose custody and control the files and records of said Board are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing was authorized from an original resolution of the Board of Lake Township Trustees now on file this

day of September 21, 2012



CLERK, BOARD OF TRUSTEES OF  
LAKE TOWNSHIP, STARK COUNTY,  
OHIO

**CERTIFICATE OF FISCAL OFFICER**

The undersigned, Ben Sommers, Clerk and Fiscal Officer of Lake Township, Stark County, Ohio, does hereby certify that the funds necessary to pay the obligations of this Collective Bargaining Agreement have been lawfully appropriated for such purposes, and are in the treasury or in the process of collection to the credit of the appropriate fund for the same, free from any previous encumbrances.



Ben Sommers, Clerk, Fiscal Officer  
Board of Lake Township Trustees,  
Stark County, Ohio

# MEMORANDUM OF UNDERSTANDING

The Uniontown Police District, Board of Lake Township Trustees and the Fraternal Order of Police, Ohio Labor Council hereby agree to the following:

- 1) **Article 25, Compensation.** Effective upon ratification of this Agreement, Sergeant Dave White's wages will be re-adjusted to the new 2012 Sergeant's pay rate. Sergeant White will not be responsible to reimburse the difference in pay to the Township.
- 2) **Article 11, Major Medical.** Deductions for Major Medical Insurance at the new rate will be retroactive to April 1, 2012.

FOR THE TOWNSHIP

Date 9.20.12

FOR THE UNION

Date 9/13/12

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 12-MED-07-0657
EMPLOYEE ORGANIZATION,	}	12-MED-07-0658
	}	
and,	}	
	}	
LAKE TOWNSHIP TRUSTEES,	}	
EMPLOYER.	}	
	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

Respectfully Submitted,



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

cc: Mr. Ellis Erb  
[ellis@erbinc.com](mailto:ellis@erbinc.com)