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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

GENOA TOWNSHIP

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(OPBA)
SUPERVISORS

JANUARY 1, 2013 - DECEMBER 31, 2015

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ARTICLE 1
AGREEMENT

Section 1.1 **Agreement** This is an Agreement entered into by and between the Township of Genoa, Delaware County, Ohio (the "Township"), and the Ohio Patrolmen's Benevolent Association (OPBA).

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

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

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

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

ARTICLE 2
RECOGNITION

Section 2.1 **Recognition** The Township recognizes the OPBA as the sole and exclusive representative for all employees included in the bargaining unit described in Section 2 of this Article in matters affecting wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of any provision of this Agreement.

Section 2.2 **Bargaining Units** The bargaining unit consists of all sworn, regular full-time members of the Department who are of the rank of Sergeant and Lieutenant, excluding the Captain and the Chief of Police.

ARTICLE 3
NON-DISCRIMINATION

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

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

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

ARTICLE 4
OPBA SECURITY

Section 4.1 **Dues Deduction** The Township agrees to deduct regular OPBA membership dues, as certified by the OPBA to the Township, the first pay period of each month from the payroll check of a member. The Township also agrees to deduct OPBA initiation fees and assessments, as certified by the OPBA to the Township, in the first pay period of a month in which such fees and assessments are due from the pay of a member. If a member has insufficient pay in the first pay period of a month in which said deductions are due, the deductions shall be made from the next or a subsequent pay. If a deduction is desired, the member shall sign a payroll deduction form which shall be furnished by the OPBA and presented to the Township Clerk. The Township Clerk agrees to furnish to the Financial Secretary of the OPBA, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a notice of any change in the number of members for whom deductions were made. Nothing herein shall prohibit members covered by this Agreement from submitting dues directly to the OPBA, provided such member provides at least one (1) month prior written notice to the Township Clerk that the member is revoking the payroll deduction form authorization. No other employee organization dues shall be deducted from any member's pay during the term of this Agreement.

Section 4.2 Fair Share Fee

A. Employees who are not members of the OPBA shall, as a condition of employment, pay to the OPBA a fair share fee. The amount of the fair share fee shall be determined by the OPBA, but shall not exceed dues paid by the members of the OPBA who are in the bargaining unit. This fair share fee shall be certified by the OPBA to the Township Clerk at such times during the term of this Agreement as necessary to be accurate, including the names of the individuals affected and the amount of the fee to be deducted. Such payment shall be subject to an internal OPBA rebate procedure meeting all requirements of state and federal law.

B. For the duration of this Agreement, such fair share fee shall be automatically deducted by the Township from the payroll check of each bargaining unit employee who is not a member of the OPBA. The deduction of this fair share fee is automatic and does not require the authorization of the employee. The automatic deduction shall be made once each month.

C. The automatic deduction shall, upon thirty (30) days prior written notice from the OPBA, be initiated by the Township whenever a bargaining unit employee who is not a member of the OPBA has completed his or her first sixty (60) days of employment. The provisions of Ohio Revised Code Section 4117.09(C), paragraph three, shall apply in regard to employees who assert conscientious objections to payment of this fair share fee.

D. The Township's obligation to make fair share fee deductions shall terminate automatically upon a termination of employment or transfer of an employee to a job classification outside the bargaining unit.

E. The rate at which such fair share fee is to be deducted and the persons affected shall be certified to the Township Clerk by the Treasurer of the OPBA on an annual basis (once per year). Any changes in the rate at which such fees are to be deducted and/or the persons affected shall be certified to the Township Clerk by the OPBA at least thirty (30) days prior to the implementation date. The parties agree that neither the members nor the OPBA shall have a claim against the Township for errors in processing, unless a claim of error is made to the Township in writing within one hundred eighty (180) days after the date such error is claimed to have occurred. If it is found an error was made, it will ordinarily be corrected at the next pay period that such fee would normally have been paid by deducting the proper amount. If a member has insufficient pay in the pay period of a month in which such deduction is to be made, the deduction will ordinarily be made from the next subsequent pay.

Section 4.3 Processing The Township shall be relieved from making such individual "check-off" of dues deductions upon a member's: (1) termination of employment; (2) transfer to a job other than one covered by a bargaining unit; (3) an unpaid leave of absence; (4) revocation of the check-off authorization in accordance with the terms of this Agreement; or (5) resignation by the member from the OPBA. Any changes in the rate at which dues are to be deducted shall

be certified to the Township Clerk by the Treasurer of the OPBA at least thirty (30) days prior to the implementation date. One (1) month advance notice must be given to the Township Clerk prior to making any changes in an individual's dues deductions. The parties agree that neither the members nor the OPBA shall have a claim against the Township for errors in the processing of deductions, unless a claim of error is made to the Township in writing within one hundred eighty (180) days after the date such an error is claimed to have occurred. If it is found an error was made, it will ordinarily be corrected at the next pay period that the OPBA dues deduction would normally be made by deducting the proper amount.

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

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

Section 4.6 **Bulletin Board** The OPBA shall be permitted to maintain a bulletin board in size and at a location mutually agreed upon between the OPBA and the Chief of Police. OPBA bulletins and OPBA material only will be permitted to be posted on this board. In the event inappropriate material is placed on the OPBA bulletin board, it shall be immediately removed by an OPBA Representative.

Section 4.7 **Ballot Box** The OPBA shall be permitted, upon prior notification to the Chief of Police, to place a ballot box at a location mutually agreed upon between the OPBA and the Chief of Police for the purpose of collecting members' ballots on all OPBA issues subject to ballot. The box shall be the property of the OPBA and its contents shall not be subject to the Department's review.

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

Section 4.9 **Use of Intra-Departmental Mail** The OPBA shall be permitted to utilize the intra-departmental mail system and agrees that the use of the mail system will be reasonable and limited for the purpose of providing information to members pertaining to OPBA business or bargaining unit representation. All mail placed into the mail system by the OPBA shall be the property of the member to whom it is addressed and shall not be subject to the Township's review. The Township shall not be responsible for such mail.

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

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

Section 4.12 **Grievance Representatives** The OPBA shall designate one (1) Grievance Representative in each bargaining unit to represent their respective bargaining units. One (1) of the Grievance Representatives may, subject to the approval of the Chief of Police, be allowed to attend one (1) Grievance Procedure Seminar sponsored by the OPBA per year, with pay, where such Seminar is held during the individual's regular tour of duty and does not exceed in length the individual's regular shift. Approval for attendance at such seminar shall not be unreasonably withheld. The OPBA may name an Alternate for each Grievance Representative. The OPBA shall notify the Chief of Police, in writing, of the names of each Grievance Representative and Alternate within thirty (30) days of their appointment. The authorized functions of a Grievance Representative shall, subject to the approval of the Chief of Police, include the following: (a) attendance at any joint meeting between the Township and OPBA relating to employee relations and/or grievances; (b) representation of a member in investigating and processing grievances; and (c) providing general supervision and coordination of grievances; provided, however; that only one (1) Grievance Representative may be engaged in such activities at the same time unless otherwise approved by the Chief of Police.

ARTICLE 5
GRIEVANCE PROCEDURE

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

Section 5.2 **Qualifications** A grievance may be initiated by an aggrieved member or by the OPBA. A grievance initiated by the OPBA shall be filed at Step Two, and be signed by an OPBA Officer. When a group of members desires to file a grievance involving each member of the group in a substantially similar manner, the OPBA or the Grievance Representative may select one (1) member to process the grievance as the designated representative of the affected group. Grievances involving a termination, suspension of more than three (3) days or the reduction in rank from a lieutenant to sergeant, if initiated, shall be filed directly at Step Four of the Grievance Procedure within fourteen (14) calendar days after the decision taking such action.

A member has the right to file grievances and have them adjusted without the assistance of an OPBA Representative, as long as the adjustment is consistent with the terms of this Agreement.

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

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

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

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

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

A. Step One - Informal.

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

B. Step Two - Chief of Police.

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

2. Within ten (10) calendar days after receipt of the grievance, the Chief of Police shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievant. The grievant may bring to the meeting, or may send as a representative, the Grievance Representative. One representative of the Township may attend the meeting at the invitation of the Chief of Police.

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

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

C. Step Three - Board of Trustees.

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

2. The Board of Trustees or its representative shall hold a meeting to review the grievance within thirty (30) calendar days following the Board of Trustees' receipt of the grievance. The grievant may be represented by the Grievance Representative or other OPBA Representative at this meeting. Within seven (7) calendar days after the meeting, the Board of Trustees or its representative shall submit to the grievant a written response to the grievance, which response shall be signed and dated.

3. Should the grievant not be satisfied with the Trustees' response to the grievance at Step Three, the grievant shall notify the Grievance Representative of the grievant's desire to proceed to arbitration. The Grievance Representative will present the grievant's request for arbitration to the OPBA. Should the OPBA determine to proceed to arbitration with the grievance, the OPBA shall so notify the Board of Trustees by written notification. This written notification shall be delivered to the office of the Board of Trustees within fourteen (14) calendar days after the grievant's receipt of the Trustees' (or Representative's) written response.

D. <u>Step Four - Arbitration.</u>

1. With respect to all non-disciplinary grievances and disciplinary cases involving the discharge, suspension of three (3) days or more, or the reduction in rank, the OPBA may make a written request that the decision of the underlying grievance be submitted to binding arbitration pursuant to Step Four, hereunder. A written request for appellate arbitration must be submitted to the other party within fourteen (14) calendar days following such party's receipt of the written decision at Step 3. In the event the decision at Step 3 is not referred to arbitration within the time limits prescribed, the decision of the Trustees or Designee shall be final and binding upon the OPBA, the member and the Township.

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

the appellate arbitration promptly and issue a decision within a reasonable time thereafter.

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

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

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

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

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

within which a grievant must appeal the grievance or have it heard. The Township shall not incur any overtime expense as a result of this provision.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1 **Management Responsibilities** The OPBA recognizes the right and authority of the Township, subject to the restrictions, modifications, and limitations of this Agreement, to administer the business of the Township of Genoa, and in addition to other functions and responsibilities which are required by law, the OPBA recognizes that the Township has and will retain the full right and responsibility to direct the operations of the Department, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following:

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

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

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

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

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

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

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

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

I. To determine the overall budget;

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

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

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

Section 6.3 **Work Rules** The OPBA recognizes the right and authority of the Township to promulgate rules and regulations governing the operations of the Department and the conduct of Department personnel. The Township agrees that to the extent practicable, work rules shall be reduced to writing and provided to all members in advance of their enforcement. The Township agrees to apply work rules uniformly and consistently, taking into consideration the surrounding circumstances. Any charge by a member that a Departmental work rule or regulation is in violation of this Agreement, or has not been uniformly applied, shall be a proper subject for a grievance.

ARTICLE 7
WAIVER IN CASE OF EMERGENCY

Section 7.1 **Waiver** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Delaware County Commissioners, the Genoa Township Board of Trustees, the Federal or State Legislature, or the Chief of Police, resulting from acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended for the duration of the emergency:

A. Time limits for management, the OPBA, or a member to reply on grievances.

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

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

ARTICLE 8
ADMINISTRATIVE INTERNAL INVESTIGATIONS

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

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

B. Prior to any questioning, the respondent member, i.e., the member(s) under investigation, shall be advised in writing of the general nature of the inquiry, specifications of the alleged complaint, if any, and will be given a brief synopsis of the facts surrounding the investigation.

C. When a member is to be interviewed as a witness, the procedures established herein do not apply. If, however, a member who has been previously interviewed as a witness subsequently becomes the object of the investigation, then future interviews with such member shall be subject to the procedures set forth herein.

D. Prior to any questioning, a member who is being interviewed shall be advised of such member's administrative rights.

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

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

G. Any evidence obtained in the course of an Internal Investigation through the use of improper administrative pressures shall not be admissible in any subsequent criminal action or Departmental hearing. However, it is not improper administrative pressure in

relation to a Departmental hearing or an allegation being investigated to charge a member with insubordination for failing to answer questions or participate in an investigation, but the member must be advised that such conduct may be made the basis for such a charge. In addition, explanation of potential disciplinary consequences as to the matter under investigation shall not be construed as improper administrative pressure.

H. Members may be given a polygraph examination only if they are the primary focus of an investigation, a witness in an incident or with the consent of the member. In addition, if a known civilian complainant files a written complaint against the member, then such member may only be required to take a polygraph examination if the civilian complainant also submits to a polygraph examination, and the results of the complainant's polygraph support the complaint against the member. Polygraph examinations shall be administered by an outside person and/or agency. The results of a polygraph examination cannot be used in any subsequent criminal action unless properly stipulated prior to the giving of such examination in accordance with the laws of the State of Ohio. Further, the results of a polygraph examination cannot be used in any subsequent disciplinary action unless there is other evidence to corroborate the allegations.

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

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

K. Any member (other than members interviewed as witnesses) who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. Further, if the investigation exceeds sixty (60) days, a representative of Internal Affairs shall, upon request, inform the concerned member in writing that additional time is required to complete the investigation. Thereafter, the concerned member shall, upon request, receive a status report, outlining the current status of the investigation and the reason requiring additional time for it, every thirty (30) days. During the pendency of any investigation, a member may, at the discretion of the Chief of Police, be placed on administrative leave with pay for such time or times as the Chief of Police may deem necessary.

L. No member (including members interviewed as witnesses) shall discuss any aspect of an internal investigation with any person except for such member's attorney, OPBA representative, or upon the approval or direction of the Chief of Police.

ARTICLE 9
CORRECTIVE ACTION

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

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

Section 9.3 **Appeals** Non-probationary members may elect to appeal a decision of the Board of Trustees to impose a suspension or a removal either to Common Pleas Court as provided by law, or directly to arbitration, with the approval of the OPBA, as provided in Article 5, Step 4, (Arbitration). In the event an appeal is taken to the Common Pleas Court, as provided by law, the member is precluded from electing to take any appeal to arbitration. In the event that a member appeals the findings of the Board of Trustees to arbitration, as provided in Article 5, the member shall be precluded from pursuing any appeal to the Common Pleas Court, except as provided in Ohio Revised Code Chapter 2711.

Section 9.4 **Duration of Disciplinary Records** In the event of no intervening disciplinary action against the member, the following shall apply: oral reprimands (which the Chief may record) will cease to have force and effect after six (6) months. Written reprimands will cease to have force and effect after one (1) year and records of demotions or suspensions will cease to have effect after two (2) years.

Section 9.5 **Review of Personnel Files** Every member shall be allowed to inspect their personnel file at any reasonable time upon the member submitting a written request to the Chief of Police. Except for supervisory personnel, administrative personnel and other Township representatives, all inspections of personnel files by a member or by others pursuant to Section 149.43 will be conducted in the presence of a designated Township representative(s). Upon a

request to review a member's personnel file pursuant to Section 149.43 of the Ohio Revised Code, the Township will make a reasonable attempt to notify the member of the request unless such notification would violate law. A reasonable attempt shall at least include a telephone call to the member's home or pager, an intraoffice memorandum provided to the member or placed in the member's mail slot, personally informing either the member or an individual residing in the member's home, providing written notice to the member at the member's home, or making such other similar effort.

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

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

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

Section 9.9 **Alternative Disciplinary Procedure** Notwithstanding the foregoing Sections 2 and 3 of this Article 9 and regardless of the disciplinary provisions set forth in Ohio Revised Code Sections 505.491 et seq., the Board of Trustees may, as an alternative and at its sole option, utilize the following procedure in lieu of the aforementioned statutory procedure in those cases where there is reason to believe that a member has committed a serious infraction which may lead to suspension, demotion and/or removal:

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

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

adverse witnesses. Pending any hearing, the Board of Trustees and/or the Chief of Police may place the member on administrative leave with pay.

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

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

E. Non-probationary members may elect to appeal a decision of the Board of Trustees to impose a suspension, demotion or removal under this alternative disciplinary procedure either to the Common Pleas Court as provided by law, or directly to arbitration, with the approval of the OPBA, as provided in Article 5, Step 4. In the event an appeal is taken to the Common Pleas Court, as provided by law, and the court takes jurisdiction over the matter, the member is precluded from electing to take any appeal to arbitration. In the event that the member appeals the finding of the Board of Trustees to arbitration, as provided in Article 5, Step 6, the member shall be precluded from pursuing any appeal to the Common Pleas Court, except as provided in Ohio Revised Code Chapter 2711.

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

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

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

Section 9.11 Member's Right to a Pre-disciplinary Conference In those cases where the member does not agree to accept a suspension in accordance with the terms of Section 10 of this Article, the member shall have the right to a pre-disciplinary conference with the Chief of Police and/or designee before any disciplinary action is imposed; provided, however, that the Chief of Police shall, from time to time and in the Chief's sole discretion, have the right to designate any other person or body to conduct the pre-disciplinary conference; further provided, however, that in the event the Chief of Police personally conducts a substantial portion of the

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

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

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

C. A decision shall be issued within thirty (30) days of the conclusion of the conference. As previously noted, notwithstanding Ohio Revised Code Sections 505.491 et seq., the decision of the Chief of Police or designee shall be final and binding, and such decision (and any resulting suspension) may not be appealed to or otherwise challenged in any court or similar tribunal; provided, however, that a non-probationary member may, with the approval of the OPBA as provided in Article 5, Step 4, of this Agreement, elect to appeal a decision resulting in a suspension of more than three (3) working days directly to arbitration. A decision resulting in a suspension of three (3) working days or less may be appealed to the Township Administrator pursuant to Paragraph D, below.

D. A non-probationary member may appeal a decision resulting in a suspension of three (3) working days or less directly to the Township Administrator. The member shall initiate this appeal within seven (7) calendar days after the member's receipt of the decision by delivering to the Township Administrator a copy of the decision, a written notice of appeal and any other pertinent documents.

   1. Within fifteen (15) calendar days after receipt of the appeal, the Township Administrator shall schedule and conduct a meeting to discuss the appeal with the member. The member may bring to the meeting the member's attorney or OPBA representative. One (1) representative of the Township may attend the meeting at the invitation of the Township Administration.

2. At the meeting, the member will be afforded the opportunity to explain the reasons for the member's disagreement with the decision. The suspension imposed by the Chief of Police or designee shall be stayed pending the decision of the Township Administrator.

3. Within fifteen (15) days following the meeting, the Township Administrator shall render a written decision on the appeal. The Township Administrator shall have the authority to vacate, reduce or otherwise modify the suspension. The decision of the Township Administrator shall be final and binding. Notwithstanding Ohio Revised Code Sections 505.491, et seq., the decision of the Township Administrator (and any resulting suspension) may not be appealed to or otherwise challenged in any court or similar tribunal, and such decision shall not be subject to grievance or arbitration.

E. If a non-probationary member properly perfects an appeal of a decision resulting in a suspension of more than three (3) working days to arbitration as provided in Article 5, Step 4, of this Agreement, then suspensions of six (6) working days or more shall be stayed, pending the decision of the arbitrator. However, suspensions of less than six (6) working days may be summarily imposed by the Chief of Police or designee following the decision of the Chief of Police or designee regardless of an arbitration request.

F. A record of suspensions imposed under Sections 10 and/or 11 of this Article may be placed directly into the member's personnel file without the need for action on the part of the Board of Trustees.

G. The parties intend that the provisions contained in Sections 10 and/or 11 of this Article 9 confer upon the Chief of Police and/or designee (and, under Paragraph D, the Township Administrator) the right, power and authority to summarily suspend a member without pay in accordance with the procedures set forth therein; subject, however, to the non-probationary member's ability to appeal a decision resulting in a suspension of more than three (3) working days directly to arbitration as provided in Article 5, Step 4, of this Agreement. Accordingly, in the event the suspension procedures set forth in Sections 10 and/or 11 of this Article 9 are utilized, the parties intend the provisions contained in those Sections to supersede conflicting provisions contained in both this Agreement and the Ohio Revised Code.

ARTICLE 10
PROBATIONARY PERIODS

Section 10.1 Initial Probation Upon appointment, a member will be required to successfully complete a one (1) year probationary period during which time the member shall serve at the pleasure of the Board of Trustees as an at-will employee, subject to termination with or without cause. A probationary member may be terminated at any time during the probationary period and shall have no recourse to the Grievance or Arbitration Procedure

concerning probationary termination, nor may the member appeal such termination in the Court of Common Pleas pursuant to Section 505.491, et seq. of the Ohio Revised Code.

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

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

Section 10.4 **Extension of Probationary Period** The Township, through its Board of Trustees, may, from time to time and in its sole and absolute discretion, extend a member's probationary period beyond the term set forth in Section 1 of this Article for an additional period not to exceed six (6) months. In the event of such extension, the affected member shall continue as a probationary member for such time as determined by the Board of Trustees (not to exceed six (6) months) without interruption of Step progression. Any extensions of a member's probationary period beyond six (6) months shall only be done upon the written approval of the OPBA and the affected member. During an extended probationary period, the affected member may be terminated at any time, and the affected member shall have no recourse to the Grievance or Arbitration Procedure concerning probationary termination, nor may the member appeal such termination in the Court of Common Pleas pursuant to Section 505.491, et seq. of the Ohio Revised Code.

ARTICLE 11
LAYOFF AND RECALL

Section 11.1 **Notification to OPBA** In case the layoff of bargaining unit members is anticipated (whether as a result of finances, abolishment of positions, or otherwise) the Township shall notify the OPBA of the impending layoff. The Township and the OPBA shall meet to discuss possible alternatives.

Section 11.2 **Layoff Notice** Affected members shall receive notice at least twenty-one (21) calendar days prior to the effective day of layoff. The notice shall specify the reason(s) for the layoff, whether the layoff is anticipated to be of a permanent nature (more than one year's duration), a statement advising the member to maintain a current address with the Township and

a statement advising the member of the member's reinstatement rights consistent with this Article.

Section 11.3 **Layoff Order** Where layoffs of members are necessary, such members shall be laid off in order of Departmental seniority, beginning with the least senior and progressing to the most senior, up to the number of members that are to be laid off.

Section 11.4 **Recall List** Members who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, members who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training or certification.

Section 11.5 **Notice of Recall** Notice of recall listing a date for the member to return to duty shall be sent to the member by certified mail with a copy to the OPBA. The Township shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the member. The recalled member shall have ten (10) calendar days following the date of delivery of the recall notice to notify the Township of the member's intention to return to duty and shall have ten (10) calendar days following the date of delivery of the recall notice in which to report for duty, unless a different date for returning to duty is otherwise specified in the notice.

Section 11.6 **Effect of Recall** A member who is recalled from layoff shall suffer no loss of seniority or break in service for the time during which the member was laid off, provided that the member is recalled and timely returns to work during the duration of the recall list. However, a member shall receive no service credit for time spent in layoff. A member who is recalled from layoff during the duration of the recall list shall return to the step commensurate with the member's years of service, but not necessarily to the member's former rank, shift and/or assignment. If, during the three (3) year duration of the recall list, a member is recalled to a rank lower than that previously held at the time of the layoff, then should the member's former rank be reestablished and become available during the three (3) year duration of the recall list, such member shall be entitled to appointment to that rank. If a rank is reestablished and becomes available and there is more than one member who previously held such rank, then the appointment shall be based upon seniority in that rank. In all cases, a member's right to appointment to any rank shall expire upon the expiration of the recall list. Furthermore, this right of appointment shall not be construed as a requirement on the part of the Township to reestablish any rank or as a limitation of the Township's right to determine the adequacy of the work force and the organizational structure of the Police Department.

ARTICLE 12
LABOR RELATIONS MEETINGS

Section 12.1 **Labor Relations Meetings** The Township and the OPBA recognize the benefit of exploration and study of current and potential issues which may affect the standard of services to be provided by the Department. Accordingly, the Township and the OPBA agree to establish

and maintain Labor Relations Meetings to develop approaches and possible solutions to matters of mutual concern. The matters which may be the subject of these discussions are major changes in operations contemplated by the Township which will affect members of the bargaining units, contemplated changes in the General orders, contemplated changes in police mission, and concerns of the members relative to equipment, uniforms and the like. By mutual agreement, any relevant topic may be considered at these discussions.

Section 12.2 Labor Relations Committee There is hereby established a Labor Relations Committee which shall consist of not more than four (4) persons from each party, with each party naming its own representatives to the Committee. The Committee shall meet at least quarterly upon the call of either party and at such other times as the parties may mutually agree. Persons representing either party who are specialists in a subject matter under discussion may be brought into Committee meetings by agreement of the parties.

Section 12.3 Authority The Committee's authority shall be limited to discussion, exploration and study of subjects referred to it by the OPBA and the Township. Unless otherwise required by applicable law, Committee recommendations to the OPBA and the Township are on a confidential basis; likewise, there shall be no publication of the Committee's meeting on any specific subject without advance joint approval of the OPBA and the Board of Township Trustees. The Committee shall have no authority to bargain for the OPBA and the Township or to modify, add to, or delete the provisions of this Agreement, and discussions of the Committee shall not be construed as bargaining sessions. To the extent that mutual agreement may be reached, the Committee may endeavor to find ways of accomplishing joint objectives consistent with the provisions of this Agreement, or may recommend to the OPBA and the Township that changes be made in the Agreement by mutual accord in writing.

ARTICLE 13
NO STRIKE/NO LOCKOUT

Section 13.1 No Strike The OPBA recognizes that members are prohibited by state law from engaging in a strike. In recognition of this prohibition, the OPBA shall meet any obligation imposed upon it by state law.

Section 13.2 No Lockout The Township recognizes that it is prohibited from instituting a lockout of members. The Township shall meet any obligations imposed upon it by state law.

Section 13.3 Remedies Each party also reserves its remedies under Ohio Revised Code Chapter 4117.

ARTICLE 14
WAGES

Section 14.1 The increases contained in this Article shall be effective beginning with the pay period that includes the first pay date for 2013, unless stated otherwise.

Pay Ranges and Rates: The wages set forth below shall reflect a wage differential of 5% for Sergeants in Step A and a wage differential of 10% for Sergeants in Step B from the Highest Pay Rate for Patrol Officers for that year. For Lieutenants, the wages set forth below shall reflect a wage differential of 5% for Lieutenants in Step A and a wage differential of 10% for Lieutenants in Step B from the Highest Pay Rate for Sergeants for that year.

A. The following wages will be paid to bargaining unit members beginning with the pay period that includes the first pay date for 2013:

Sergeant:

	A	B
Hourly	$ 31.86	$ 33.37
Biweekly	2,548.80	2,669.60
Annually	66,268.80	69,409.60

Lieutenant:

	A	B
Hourly	$ 35.04	$ 36.71
Biweekly	2,803.20	2,936.80
Annually	72,883.20	76,356.80

B. The following wages will be paid to bargaining unit members beginning with the pay period that includes the first pay date for 2014:

Sergeant:

	A	B
Hourly	$ 32.73	$ 34.29
Biweekly	2,618.40	2,743.20
Annually	68,078.40	71,323.20

Lieutenant:

	A	B
Hourly	$ 36.00	$ 37.72
Biweekly	2,880.00	3,017.60
Annually	74,880.00	78,457.60

C. The following wages will be paid to bargaining unit members beginning with the pay period that includes the first pay date for 2015:

Sergeant:	A	B
Hourly	$ 33.63	$ 35.23
Biweekly	2,690.40	2,818.40
Annually	69,950.40	73,278.40

Lieutenant:	A	B
Hourly	$ 36.99	$ 38.75
Biweekly	2,959.20	3,100.00
Annually	76,939.20	80,600.00

Section 14.2 Step Advancement. When a member is promoted to the rank of Sergeant or Lieutenant, the pay rate shall be at Step A and such individual shall progress to Step B after one (1) year of continuous active service in such rank following the effective date of such promotion.

Section 14.3 Application of Pay Rates. The rates of pay set forth in Section 1 are based on full-time employment of forty (40) hours in a work week, eighty (80) hours in a bi-weekly pay period and two thousand eighty (2,080) hours annually and shall be used to calculate salaries for hours in paid status for the appropriate pay range and step.

Section 14.4 Officer In Charge ("OIC"). A member who is specifically designated as the OIC shall be paid an additional $1.00 per hour for the hours actually worked as the designated OIC.

A. The decision to designate a member as the OIC is within the sole discretion of the Chief of Police;

B. Probationary members and those members who are the subject of pending disciplinary action are ineligible for designation as the OIC (pending disciplinary action means that the member has been charged with an offense and is awaiting its disposition; is serving or is subject to serving a suspension; or is the subject of an ongoing internal investigation or complaint);

C. All Shift supervisors, including Sergeants and Lieutenants, must be specifically marked as being unavailable by the Chief of Police before an OIC may be designated for that shift;

D. There must be another member (other than Shift supervisors) present and on duty throughout the time during which a member is designated and acting as the OIC; and

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

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

Section 14.5 Field Training Officer ("FTO"). A member who is specifically designated as an FTO shall be paid an additional $1.00 per hour for the hours actually worked as an FTO. The decision to designate a member as an FTO is within the sole discretion of the Chief of Police.

Section 14.6 Payroll for Combined OIC and FTO. A member simultaneously performing more than one function which carries an additional pay supplement shall be entitled to the combined values of such supplements while working multiple capacities. Specifically, a member designated and simultaneously acting as both the OIC and FTO shall be paid an additional $2.00 per hour for the hours actually worked simultaneously in both positions.

Section 14.7 Return to Duty. When a member is permitted to return to duty in the same class after a separation from the Township service of not more than one (1) year, which separation was not due to discreditable circumstances, the member shall receive the step rate in the pay grade corresponding to the step rate received at the time of separation. The member shall also serve thereafter for that amount of time as would be required for advancement to the next higher step, with credit being given for time previously served prior to the separation.

Section 14.8 Reinstatement From Authorized Leave. Time spent on authorized leave shall be credited for purposes of step advancement and shall not constitute a break in service.

Section 14.9 Annual Service Credit. A qualifying member shall receive an annual service credit payment based upon the member's number of uninterrupted and continuous years of active, full-time service as a sworn, regular full-time constable, regardless of rank, in the Genoa Township Police Department, which service credit payment will be made in the following manner:

A. After a member has completed five (5) years of continuous and uninterrupted active, full-time service, such member shall be eligible to receive an annual service credit payment in the amount of $450.00, plus $75.00 per year for each continuing and uninterrupted year of active, full-time service thereafter.

B. Payment of the annual service credit shall be made in a lump sum in the first pay period in December. Payment shall be based upon the number of completed years of continuous active service as a full-time officer in the Genoa Township Police Department as of the date of payment. There shall be no prorated payments under this provision.

Section 14.10 Shift Differential. In addition to a member's regular pay, One-dollar ($1.00) per hour shift differential shall be paid for hours actually worked between the hours of 5:00 P.M. through 8:00 A.M. for those working a schedule consisting of 4 10 hour days and between the hours of 2:00 P.M. through 6:00 A.M. for those working a schedule consisting of 5 8 hour days. In the event that other schedules are implemented, the Parties agree to discuss possible changes to these hours. Shift differential pay shall be based and paid solely upon hours actually worked during the aforestated time period, and shift differential pay shall not be added to or otherwise paid on any hours in paid status while on any approved leave. As a result, any paid leave shall be compensated only at a member's straight time rate without any shift differential addition.

Section 14.11 Educational Supplement. A non-probationary member holding an associates or bachelors degree from an approved and accredited educational institution, as determined by the Board of Trustees, may make a written request to receive, in addition to the member's regular pay, the following additional pay supplement:

Degree	Amount
Job Related Associates Degree	$0.35 per hour
Job Related Bachelors Degree	$0.60 per hour
Job Related Masters Degree	$0.85 per hour

If a member's request to receive an educational supplement is approved by the Board of Trustees, payment shall begin on the first pay period following such approval.

ARTICLE 15
TUITION REIMBURSEMENT

Section 15.1 Approval Non-probationary members shall be eligible for reimbursement of tuition cost, up to a maximum of $5,000.00 per calendar year, in courses of instruction voluntarily undertaken that are approved in advance by the Board of Trustees and are job related and which satisfy the requirements for an associate's or bachelor's degree that directly relate to the member's position. All courses undertaken must be given by an approved and accredited educational institution in Ohio approved in advance by and in the discretion of the Board of Trustees. In addition to the remaining Sections in this Article, the tuition reimbursement program shall be subject to the following additional conditions:

A. Course Approval. All course work shall be submitted to the Board of Trustees for approval prior to enrollment. The member's request for approval shall be in writing and shall contain the name and description of the proposed course of instruction, the

sponsoring institution, the institution's grading policy for the proposed course of instruction, the scheduled times and dates of the course, the actual tuition cost and the amount of any financial assistance available to the member. No reimbursement will be made for course work which has not been approved, in advance of enrollment, by the Board of Trustees.

B. Attendance. Courses are to be taken on other than scheduled working hours. Furthermore, any situation which requires a member's presence on the job (i.e., mandatory classes, training, emergency overtime or the like) shall take complete and final precedence over any times scheduled for courses.

C. Financial Assistance. Financial assistance from any governmental or private agency available to a member, whether or not applied for and regardless of when such assistance may be received, shall be deducted in the entire amount from the tuition reimbursement the member may otherwise be eligible for under this Article.

D. Sponsoring Institution. No reimbursement shall be provided for correspondence courses. Furthermore, seminars and conferences shall be ineligible for tuition reimbursement. At the time of the member's request, both the course and the sponsoring institution shall be subject to the prior approval of the Board of Trustees.

E. Ineligible Fees. No reimbursement will be granted for books, paper or other supplies of any nature, or transportation, meals or any other expenses connected with any course other than the actual tuition cost for the approved course of instruction.

F. Grades. No reimbursement shall be made or considered due for any course work in which the member receives a grade less than a B (or a GPA of 3.0 on a 4.0 scale). Courses having no grading scale (such as pass/fail) shall be ineligible for reimbursement.

Section 15.2 Reimbursement Procedure Reimbursement will be made within a reasonable period of time after the Member presents to the Board of Trustees (a) an official transcript, certificate or grade report confirming successful completion of the course with a grade of "B" (i.e. GPA of 3.0) or better; (b) a fee statement; and (c) a receipt of payment or a copy of the unpaid tuition bill from the institution.

Section 15.3 Repayment of Tuition Reimbursement If a member resigns or is discharged prior to the completion of three (3) years of continuous active service following the completion of any course work, the member shall immediately repay the entire amount of the tuition reimbursement paid by the Township for courses taken and completed within the previous three (3) year period. The Township is authorized to automatically deduct all or any portion of the amount owed by the Member from any monies otherwise due the Member at the time of separation, and the member shall, upon request, sign an authorization to such effect.

ARTICLE 16
HOURS OF WORK AND OVERTIME

Section 16.1 Definition The work week shall consist of forty (40) hours based on consecutive work days and consecutive days off. The salary and wage ranges prescribed in the pay plan for the respective classes of positions are based upon an average work week of forty (40) hours and a work year of 2,080 hours. "Paid status" shall include work hours as well as all hours in paid status while on any approved paid leave, including holiday, personal, vacation, compensatory time and military leave, but specifically excludes sick leave.

Section 16.2 Overtime Members shall be compensated at straight time rates for all hours worked in paid status, except that all hours worked in paid status in excess of forty (40) hours in any work week shall be compensated for at a rate of time and one-half (1½). No member shall be paid for overtime work which has not been authorized by a supervisor.

Section 16.3 Call-In Pay/Court Pay

A. When a member who is off duty is called back to work "non-scheduled overtime" (meaning overtime which is assigned less than twelve (12) hours prior to the commencement of the overtime work) by an appropriate supervisor on hours not immediately following the member's regular shift hours, the member shall receive a minimum of three (3) hours overtime at the appropriate rate of pay. Members called in by an appropriate supervisor to work "scheduled overtime" (meaning overtime which is assigned twelve (12) or more hours prior to the commencement of the overtime work) shall be paid based solely upon the actual time worked.

B. When a member who is off duty is called back to attend staff meetings or training sessions called by the Chief of Police or his designee on hours not abutting and immediately following or preceding the member's regular shift hours, the attending member shall receive the greater of three (3) hours at the appropriate rate of pay or the actual time spent attending the staff meeting or training session. However, a member attending a staff meeting or training session on hours which abut (and whether preceding or following) the member's regular shift hours shall be paid only for the actual time spent in attendance at such meeting or session which falls outside the member's regular shift hours.

C. Members scheduled for Court not during their regular shift and is confirmed the night before the scheduled appearance will be paid a minimum of three (3) hours at their appropriate rate of pay. In the event that members receive any payments or reimbursements from the Court for their appearance, such compensation shall be given to the Township.

Section 16.4 Compensatory Time In lieu of payment for overtime worked, a member may elect to receive compensatory time off. Compensatory time may be carried over from year to year. A member may not accumulate more than one hundred sixty (160) hours of

compensatory time. Any member who accumulates one hundred sixty (160) hours of compensatory time shall be paid overtime compensation by cash payment for the hours in excess of one hundred sixty (160) hours.

Section 16.5 **Use of Compensatory Time** Compensatory time off may be taken at such time or times at the discretion of and as approved by the Chief of Police. Compensatory time may be requested to be taken in multiples of one (1) hour.

Section 16.6 **Compensatory Time Payout** A member who has accrued compensatory time shall, upon the termination of employment for any reason, be paid the unused compensatory time at the rate of pay received by the member at the time of separation.

Section 16.7 **Survivor Benefits** When a member dies while in paid status in the Township's service, any accrued but unused compensatory time to the member's credit shall be paid in a lump sum to the surviving spouse or secondarily to the estate of the deceased.

Section 16.8 **Application to Special Duty** Special duty is defined as employment by a separate and independent employer of a member performing law enforcement or related activities under provisions whereby the Department: (1) requires the members be hired by a separate and independent employer to perform such duties; (2) facilitates the employment of members by a separate and independent employer; or (3) otherwise affects the conditions of employment of the member by a separate and independent employer. If a member, solely at the member's option, agrees to be employed on special duty, the hours the member is employed by a separate and independent employer in law enforcement or related activities shall be excluded by the Township in the calculation of hours for which the member is entitled to overtime compensation.

Section 16.9 **Substitution (Trading) of Time** If a member, with the approval of the member's supervisor, and solely at the member's option, agrees to substitute during scheduled work hours for another member of the same rank, the hours the member works as a substitute shall be excluded in the calculation of hours for which the member is entitled to overtime. The Department is permitted, but not required, to keep a record of the hours of the substitute work. Substitutions, if approved, shall occur within the same pay week.

Section 16.10 No employee shall be ordered to work any time that results in the employee having less than six (6) hours of time-off prior to or subsequent to his or her regular work shift except for emergency situations.

ARTICLE 17
UNIFORMS, EQUIPMENT AND ALLOWANCES

Section 17.1 **Initial Issue** Upon appointment to the Police Department, each member will be provided with an initial issue of uniforms and equipment. In addition, the Township will replace all uniform and/or equipment items worn out due to regular wear and tear. Further, every

bargaining unit member will be reimbursed up to $125.00 annually for the purchase of footwear, i.e. boots or shoes.

Section 17.2 Damaged Uniform Parts or Equipment Members shall be allowed to turn in issued uniform parts or equipment which are damaged in the line of duty, and these items will be replaced or repaired by the Township at no cost to members, except where the damage was caused by the member's negligence, in which case, the member shall be responsible for the repair and/or replacement of the item(s). This Section shall not apply to cruisers.

Section 17.3 Damaged Personal Property Except to the extent caused by the member's negligence and except to the extent covered by insurance, a member, after obtaining the prior approval of the Police Chief, shall be allowed to turn in glasses, contacts, sunglasses, watches, wedding bands and other jewelry or personal property, which are damaged in the line of duty and these items will be repaired or replaced by the Township; provided, however, that the cost of any repair or replacement shall not exceed $200.00 per occurrence. Members shall submit an inventory of such items including the value of such item and keep such inventory updated. Only those items listed on the inventory shall be eligible for repair or replacement. A report will accompany all requests for repair or replacement under this Section.

Section 17.4 Change of Uniform Parts and Equipment The Township shall have the right to change or otherwise amend the required uniform parts and equipment, provided that the Township bears the initial cost, if any, of such change or amendment.

Section 17.5 Dry Cleaning Members will be afforded a dry cleaning credit not to exceed $35.00 per month for purposes of dry cleaning required uniform items. This credit will be made available to members on the first day of each month. Members may, during a calendar year, carry over such credit(s) to a following month(s), provided that no unused portion may be carried over to a subsequent calendar year. Members shall use the dry cleaning company designated by the Township. The company shall submit the dry cleaning invoice to the Township for payment. Members shall reimburse the Township for any amount in excess of the dry cleaning credit then available to the member.

Section 17.6 Termination Upon termination, members shall return to the Department in good condition, less normal wear, all uniforms and equipment issued or paid for by the Township.

Section 17.7 Plain Clothes The Township will reimburse members assigned to plain clothes duty up to $500.00 annually for the purchase of clothing necessary to meet the standards required of the position. In addition, Section 5, above, applies to the dry cleaning of clothes worn during any plain clothes assignment.

ARTICLE 18
VACATION LEAVE

Section 18.1 **Vacation Year** The vacation year for members shall end at midnight on December 31 of each year.

Section 18.2 **Conditions for Accrual** Members shall accrue vacation leave by pay period at the annual rate set forth in Section 3, below, based upon years of continuous active service. A member may not use any accrued vacation until completion of one (1) year of continuous active service.

Section 18.3 **Accrual Schedule for Vacations** The following vacation accrual schedule is established and members shall accrue vacation by completed pay period in accordance with the following schedule:

Length of Continuous Service	Rate for Earning Vacation Hours per Biweekly Pay Period	Maximum Vacation Hours Potentially Earned for Full Year at this Rate
Less than 6 years	3.08 hours	80 hours
Beginning 6th year	4.62 hours	120 hours
Beginning 11th year	6.15 hours	160 hours
Beginning 16th year	6.92 hours	180 hours
Beginning 21st year	7.69 hours	200 hours
Beginning 26th year	9.23 hours	240 hours

Section 18.4 **Vacation Carry-Over** A member may, upon written request to and upon the approval of the Board of Trustees, carry-over three year's accrued vacation into the following year, without limit.

Section 18.5 **Vacation Leave Approval** All vacation leaves shall be taken at such time or times at the discretion of and as approved by the Chief of Police. All vacation hours shall be paid at full pay at the applicable straight time rates. Vacation leave may be requested to be taken in multiples of one (1) hour.

Section 18.6 **Vacation Payout** A member who is to be separated from the Township service for any reason and who has accrued but unused vacation leave shall be paid in a lump sum for such unused vacation leave.

Section 18.7 **Survivor Benefit** When a member dies while in paid status in the Township's service, any accrued but unused vacation leave shall be paid in a lump sum to the surviving spouse or secondarily to the estate of the deceased.

ARTICLE 19
HOLIDAYS

Section 19.1 **Holidays Recognized** A member shall be entitled to ten (10) hours of holiday time for each of the following legal holidays which shall occur at the following times:

New Year's Day, January 1
Martin Luther King Day, the 3rd Monday in January
President's Day, the 3rd Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Columbus Day, the second Monday in October
Veterans' Day, November 11
Thanksgiving Day, the 4th Thursday in November
Christmas Day, December 25

Section 19.2 **Crediting of Holiday Time** A member qualifying for holiday time on January 1st shall be credited with one hundred (100) hours of holiday time for the holidays listed in Section 1, which time shall accrue on a calendar year basis and be credited on each January 1st. Notwithstanding the foregoing, a member who first qualifies for holiday time other than on a January 1st shall only be credited for those holidays remaining in that calendar year during which such member first qualifies for holiday time, with this time to be credited on the first day following the day on which the member qualifies for holiday time.

Section 19.3 **Use of Holiday Time** When holiday time is used, it shall be deducted from the member's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. The use and scheduling of holiday time shall be conducted in the same manner as provided in Article 18 for the scheduling of vacation time.

Section 19.4 **Payment for Unused Holiday Time** Holiday time is not cumulative from year to year and shall be used during the calendar year in which it is credited. By November 1st of each calendar year, the member shall submit to the Chief of Police, in writing, a request for any holiday time desired to be used through the end of the year. Any unused and/or unscheduled holiday time shall then be paid to the member on the first pay period in December, with payment for the unused and unscheduled time being based upon the member's regular hourly rate as of that pay period.

Section 19.5 **Repayment of Holiday Time** If a member is credited with holiday time and subsequently separates employment with the Township, then all holiday time representing those

hours for holidays occurring after such separation shall be forfeited without compensation or payment. In the event the Member has used all or any portion of such time prior to his or her separation, then the member shall immediately repay the amount so used to the Township. Furthermore, the time so used may be deducted from the member's wages and/or any other monies owed to the member, and the Township is hereby authorized to automatically make such deduction. If the Township requests, a member shall sign an authorization in favor of the Township further authorizing this deduction.

ARTICLE 20
PERSONAL LEAVE

Section 20.1 Personal Time A member shall be entitled to the equivalent of 3 duty days of personal time off each calendar year, which time shall accrue on a calendar year basis and be credited on January 1st. Notwithstanding the foregoing, a newly hired member shall only be entitled to the following amount of personal time for the calendar year of hire: twelve (12) hours for those members hired between January 1 and June 30, and no personal time for members hired between July 1 and December 31. The term "duty day" refers to a member's regularly assigned daily shift assignment.

Section 20.2 Use of Personal Time Personal time off shall be scheduled in advance with the approval of the Chief of Police, which approval shall not be unreasonably withheld. Personal time is not cumulative from year to year and shall be taken during the calendar year in which it is credited, and personal time not so taken shall be forfeited without payment or compensation.

ARTICLE 21
INSURANCE

Section 21.1 Health Care Insurance Health care insurance, dental care insurance and vision insurance uniformly provided to all other full-time employees of the Township will be made available to members at their option. All such insurance shall be subject to the terms and conditions contained in the applicable insurance policies and/or plan documents maintained, from time to time, by the Township.

Section 21.2 Employee Contributions Members electing to participate in the health insurance program shall pay the Township a monthly reimbursement in an amount uniformly charged to all other full-time employees of the Township. As of January 1, 2004, this monthly sum is $30.00 per month for single coverage and $60.00 per month for family coverage. A member's payment shall be due and payable at such time as directed by the Township, and the Township is hereby authorized to automatically deduct the amount from the member's wages. Members shall also sign an authorization for such deduction upon request of the Township.

For 2011, employees exceeding the HSA contributions made by the Employer shall be individually responsible for the additional contributions or cost of the remaining deductible, not to exceed $200.00 for single coverage and $400.00 for family coverage.

Section 21.3 **Advisory Committee** In the event the Board of Trustees identifies the possibility of a change in the coverage, level of coverage, or level of the contributions required of full-time employees of the Township, the Board of Trustees will notify the OPBA of this possibility not less than forty-five (45) days prior to the anticipated implementation date. The Board of Trustees shall create an Advisory Committee consisting of Township employees and officers (which will include at least one member) to investigate the insurance coverages available for purposes of making a recommendation to the Board of Trustees. The Board of Trustees shall consider, but shall not be bound by any recommendation of the Advisory Committee, prior to determining which insurance coverage, level of coverage and/or level of contribution they determine to implement in their sole and absolute discretion.

ARTICLE 22
SICK LEAVE

Section 22.1 **Sick Leave Accrual** A member shall accrue sick leave with pay at the rate of 4.6 hours for every eighty hours worked.

Section 22.2 **Accumulation of Sick Leave** Sick leave may accrue and be accumulated and carried over from year to year, provided, however, that sick leave may only be accumulated up to a maximum amount of 1500 hours. At the end of each calendar year, any member having sick leave in excess of the maximum allowable amount (i.e. 1500 hours) will be paid at the rate of twenty-five percent (25%) for these excess hours.

Section 22.3 **Use of Sick Leave** When sick leave is used, it shall be deducted from the member's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. Sick leave with pay may be granted only upon the approval of the Chief of Police for the following reasons:

A. Sickness of the member where such sickness renders the member incapable of performing the member's regular duties or restricted duties, if available, during the period of convalescence. Sickness shall also include a pregnancy related condition of a pregnant member, where such condition renders the member incapable of performing the member's regular duties or restricted duties, if available, during the member's pregnancy.

B. Injury to the member where such injury renders the member incapable of performing the member's regular duties or restricted duties, if available, during the period of convalescence, except where such injury is incurred in the performance of the member's employment with the Township.

C. If approved by the Chief of Police, medical, dental, or optical consultation or treatment of the member when the same cannot be obtained during off duty time. Sick leave used for such appointments shall be limited to reasonable travel time and appointment time. Upon the member's return to duty, the Chief of Police may require the member to furnish a certificate from the doctor confirming the member's attendance at the consultation or treatment.

D. Sickness of a member's immediate family living in the member's household which requires the presence of the member at home. Unless otherwise approved by the Chief of Police, a member shall be granted no more than five (5) workdays in any calendar year for sickness in the immediate family requiring the presence at home of the member. The Chief of Police may require that the member furnish a medical certificate from a licensed practitioner to verify this use of sick time. The immediate family shall only include a member's spouse, dependent children and parents.

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

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

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

H. When sick leave is used, the member shall notify the member's immediate supervisor and/or such other person(s) as the Chief of Police may, from time to time, designate, of the member's use of sick leave as soon as reasonably possible and the circumstances under which sick leave is being used, which notification shall, except in cases of emergency making such notification impossible, occur no later than one (1) hour prior to the start of the member's assigned shift, or at such other time or times as may, from time to time, be prescribed by the Chief of Police.

I. If a member's illness or injury results in a member exhausting such member's sick leave balance, the member may apply to either the Board of Trustees for an unpaid leave of absence (the approval or denial of which is subject to the Board's sole and absolute discretion) or to applicable authorities for a disability retirement. Notwithstanding the foregoing, members unable to return to full duty may also be subject to removal by the Board.

J. A member is prohibited from engaging in any secondary work for compensation (including special duty) on the "duty day(s)" for which sick leave is taken. The term "duty day(s)" shall mean that period of time commencing at the beginning of such absent member's shift assignment and continuing for a period of twenty-four (24) hours.

Section 22.4 **Verification of Sick Leave** The Chief of Police or the Board of Trustees may require evidence as to the adequacy of the reason for any member's absence during the time for which sick leave is requested, including a medical certificate from a licensed practitioner verifying proper use of sick leave pursuant to the provisions hereof. However, a member shall be required to furnish a medical certificate upon such member's return to work following an absence in excess of three (3) consecutive days. Additional certificates may be required by the Chief of Police in cases of prolonged illness or injury. Members shall be required in all cases to furnish a written, signed statement to justify the proper use of sick leave. Furthermore, the Chief of Police or designee may, at any time, call upon a member at such member's home or other place of confinement or convalescence while the member is absent from work based upon a sick leave use.

Notwithstanding the foregoing and regardless of any other provision to the contrary contained in this Agreement, in the event that a member is suspected of abusing sick leave, the member may be required to obtain a medical certificate from a licensed practitioner designated by the Township. In addition, or in the alternative, the member may be required to obtain a satisfactory certificate from the member's own doctor at the member's own expense. These medical certificates may be required for the present absence, and, unless and/or until otherwise directed by the Chief of Police, all future absences for which sick leave is used. Grounds for suspicion of abuse shall include, but are not limited to, information received by the Township that the member is, or was, during any time (and not merely during what would have been the member's duty hours) for which sick leave is claimed:

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

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

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

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

E. Using sick leave on more than one (1) holiday during the term of this Agreement;

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

G. Engaging in a pattern of sick leave use.

Actual abuse of sick leave or falsification of illness information given verbally, by written, signed statement, by a medical certificate or by any other means, shall be grounds for disciplinary action including dismissal.

Any member who is suspected of abusing sick leave shall be confronted with such suspicion by the Chief of Police and given an opportunity to explain the member's use of sick leave prior to being required to produce a physician's certificate for future absences as set forth above.

Section 22.5 **Payment for Unused Sick Leave** Except as otherwise specifically provided herein, upon a separation of service, other than retirement or death in the line of duty, a member shall not be entitled to receive any payment for any unused sick leave. Upon retirement from active service with the Township or upon death occurring in the line of duty, a member (or, if applicable, the surviving spouse or, secondarily, the estate) shall be paid for the member's accrued but unused sick leave in accordance with the following schedule:

A. For 336 hours or less of accrued but unused sick leave, the member will be paid for one-half (½) of such hours, up to a maximum payment of 168 hours. (In order to reach this maximum of 168 hours, a member must have 336 accrued but unused sick leave hours.)

B. For 337 hours or more of accrued but unused sick leave, the member will be paid for one-fourth (¼) of such hours, up to a maximum payment of 103.5 hours. (In order to reach this maximum of 103.5 hours, a member must have 750 accrued but unused sick leave hours.)

C. Payment of the applicable portion of a member's accrued but unused sick leave shall be based upon the member's regular hourly rate of pay at the date of retirement or death occurring in the line of duty. The amount so paid shall constitute payment in full for all accrued but unused sick leave credited to the member.

Section 22.6 **Quarterly Sick Leave Conversion** For each quarter of a calendar year in which a qualifying member does not utilize sick leave, the member shall be given the option of converting eight (8) hours of sick leave, at the member's current straight time rate of pay, into paid compensation. Upon such conversion, eight (8) hours of sick leave shall be deducted from the member's balance of accrued but unused sick leave. A qualifying member is defined as a member who: (1) has at least three (3) years of continuous active service, and (2) maintains a minimum balance of at least 120 sick leave hours throughout the prior calendar quarter for which the conversion request is made.

Section 22.7 Annual Sick Leave Conversion In November of each calendar year, a qualifying member may, at the member's option, elect to convert for payment up to ten (10) hours of the member's accrued but unused sick leave. A member electing such conversion shall submit a written request in November to the Board of Trustees or its designee specifying the number of accrued but unused sick leave hours to be converted, not to exceed ten (10) such hours. Requests for conversion received other than in November will be disregarded. All payments for converted sick leave hours will be based upon the member's regular hourly rate as of November 1 of such calendar year. Payment for the converted hours will be made in December. A qualifying member is defined as a member who has an accumulated sick leave balance of at least 350 hours as of November 1 of the calendar year in which the request for payment is made.

ARTICLE 23
INJURY LEAVE

Section 23.1 Injury Leave With Pay

A. All members upon approval by the Employer, which request shall not be unreasonably denied, may be granted injury leave with pay not to exceed one hundred eighty (180) calendar days for each service connected injury, provided such injury is reported to the member's immediate supervisor not more than twenty-four (24) hours from the date such injury occurs. Injury leave shall not be granted to any member who tests positive on a post-accident drug screening.

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

C. Pursuant to rules established by the Trustees, the member shall complete and file such forms, applications and reimbursement agreements as may be required by the Township. The member shall also participate in such occupational health, rehabilitation and/or care programs as may, from time to time, be directed by the Township.

D. If there is a recurrence of a previous service connected injury, the member upon approval by the Employer, which request shall not be unreasonably denied, may be granted injury leave with pay not to exceed an additional one hundred eighty (180) calendar day period, provided that the recurrence is reported to the member's immediate supervisor not more than twenty-four (24) hours from the date such recurrence occurs.

E. As a condition of receipt of injury leave benefits and unless otherwise directed by the Board of Trustees, the member shall apply for worker's compensation benefits under the

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

F. In the event an on duty injury leave claim is disallowed by the Bureau of Workers' Compensation or the Industrial Commission of Ohio, the member shall be charged with all time lost from work, against the member's accumulated sick leave time. If the member does not have accumulated sick leave to cover either all or part of the time off, then any moneys paid to the member by the Township as injury leave under this Article shall be repaid by the member to the Township, or at the option of member, the absence may be charged to any other accumulated paid leave.

G. A member is prohibited from working special duty while on injury leave. In addition, a member on injury leave is prohibited from performing any other work for compensation unless such other work is otherwise permitted to be performed by employees receiving temporary total disability compensation under the laws, rules and/or regulations of the Ohio Bureau of Workers' Compensation.

H. After each thirty (30) days of injury leave, a member shall submit to the Chief of Police a certificate from a licensed practitioner verifying proper use of injury leave and providing an estimated date of return to work, if known.

Section 23.2 Injury Leave Administration and Reporting

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

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

C. While a member's request for injury leave is pending, the member may use accrued but unused sick leave, vacation leave, or compensatory time, which time usage shall be re-credited to the member's appropriate leave balance(s) upon certification by the Board of Trustees that injury leave has been approved. If injury leave is not approved by the Board of Trustees, the member will be charged the designated leave initially used.

Section 23.3 **Additional Injury Leave** The Board, in its sole discretion, may, from time to time, grant additional injury leave with pay when a member has exhausted the amount of injury leave to which the member is entitled under this Article. This additional grant shall be subject to such conditions as the Board may determine, which exercise of discretion on the part of the Board of Trustees is not grievable.

ARTICLE 24
SPECIAL LEAVES

Section 24.1 **Special Leaves** In addition to other leaves authorized herein, the Board of Trustees may authorize special leaves of absence with or without pay, which exercise of discretion on the part of the Board of Trustees is not grievable.

Section 24.2 **Jury Duty Leave** A member, while serving upon a jury in any court of record, will be paid such member's regular salary for each workday during the period of time so served. Upon receipt of payment for jury service, the member shall submit jury duty fees to the Chief of Police who will then deposit such funds with the Township Clerk. Time so served shall be deemed active and continuous service for all purposes.

Section 24.3 **Bereavement Leave** In the event of the death of a member's spouse, child, brother, sister or parent, a member shall be entitled to up to forty (40) consecutive work hours for a funeral service and/or burial, if needed for these purposes. In the event of the death of a member's extended family, a member shall be entitled to up to three (3) consecutive work days for a funeral service or burial, if needed for these purposes. The term "extended family" shall include: grandparent, grandchild, step-father, step-mother, step-brother, step-sister, step-son, step-daughter, mother-in-law, father-in-law, daughter in-law, son-in-law, brother-in-law, sister-in-law, grandparent in-law, half brother and half sister.

Section 24.4 **Court Leave** Time off with pay shall be allowed members who are required by the Township to attend any court of record as a witness for the Township in civil matters. Upon receipt of payment for witness service the member shall submit witness fees to the Chief of Police who will then deposit such funds with the Township Clerk.

Section 24.5 **Military Leave** Requests for military leave and compensation, if any, relating thereto, will be governed by applicable law.

ARTICLE 25
MISCELLANEOUS PROVISIONS

Section 25.1 **Family and Medical Leave Act ("FMLA")** Eligible members may, in certain situations, be afforded up to twelve (12) weeks of FMLA leave during a twelve (12) month period. A member's eligibility for and the terms of such leave shall be determined in accordance with such policies as may, from time to time, be determined by and in the discretion of the Board of Trustees. The Township will notify members of any modifications to the Township's current policy prior to implementation.

Section 25.2 **Drug and Alcohol Policy** The parties recognize that the nature of the police service requires that personnel conduct themselves in a manner consistent with high standards of health and safety. Alcoholism and drug abuse and/or addiction are recognized by the parties as interfering with the Police Department's services and as posing a real and substantial danger to other employees and to the general public. The parties agree that the Township has the right to insist on an alcohol and drug-free workplace; to expect all members to report for work in a condition to perform their duties; and to expect members to comply with all federal, state and local alcohol and drug laws. While the parties agree that members afflicted with a substance abuse problem are to be encouraged to seek qualified assistance and will not be disciplined solely for seeking assistance for a substance abuse problem, the presence of drugs or alcohol on the job and the influences of these substances on members during working hours will not be tolerated. To this end, members will be subject to and comply with such drug and/or alcohol policies as may, from time to time, be determined by and in the discretion of the Board of Trustees. The Township will notify members of any modifications of the Township's current policy prior to implementation.

Section 25.3 **Physical Fitness Program** In recognition of the hazardous and physical nature of responding to emergency incidents, it is in the best interests of both the Township and OPBA to ensure that members possess the physical capacity to perform the arduous tasks of emergency response with efficiency and minimal risk. To this end, the Township and OPBA will collaborate to develop and implement a physical fitness program ("PFP") for members. The purpose of the PFP is not punitive in nature, and it is not the intention of the Township to discipline participating members who are physically capable of performing the members' duties, but who nevertheless do not meet targeted physical fitness objectives of the PFP. It is anticipated that the PFP will consist of numerous factors, including physical assessments, testing, examinations and fitness training. Members shall cooperate with and participate in all phases of the PFP. A member who does not meet the physical fitness criteria established by the PFP may be required to follow a specified physical fitness program. Members directed to follow such program will be subject to on-going evaluation in order to monitor the member's progress toward meeting the fitness criteria. A participating member who is physically capable of performing his or her duties will not be disciplined for failing to meet the targeted physical fitness criteria. However, a member will be disciplined for failing to either cooperate with or participate in the PFP.

Section 25.4 Occupational Health Program Members shall, upon direction of the Township, participate in such occupational health program(s) as may, from time to time, be established by the Township, which are designed, in part, to provide: rehabilitative services in cases of illness or injury; alcohol and drug testing and/or treatment services; physical evaluations, assessments or review; and such other programs and/or services as may, from time to time, be determined by the Township.

Section 25.5 Safe Equipment The Township will furnish and maintain in good working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies and equipment required for members to safely carry out their duties. Members are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the Township.

Section 25.6 Political Activity Permitted Bargaining unit members, as representatives of the OPBA and who are off-duty and not in identifiable uniform, may participate in the activities of the OPBA Political Education Committee, and other political activity to the extent permitted by applicable law, rule or regulation. However, a member shall not serve as chairman or treasurer of a political candidate's campaign committee.

Section 25.7 Seniority For purposes of this Agreement, seniority shall be computed on the basis of uninterrupted length of continuous, active full-time service as a sworn, regular full-time constable, regardless of rank, in the Genoa Township Police Department. Continuous service shall be deemed broken when a member resigns, retires, is discharged, or fails to timely return to duty after an approved leave of absence following written notification to so return. Once continuous service is broken, a member loses all previously accumulated seniority. Time spent while on suspension shall not be credited for purposes of seniority but shall not constitute a break in service.

Section 25.8 Agreement Copies As soon as practicable following the signing of this Agreement, the Township and the OPBA shall have printed twenty (20) copies of this Agreement. Five (5) copies shall be provided to the Township, and the remainder shall be provided to the OPBA for distribution to members. The actual cost of printing this Agreement, and any future printing that the parties may later agree to be necessary, shall be shared equally by the parties. The OPBA shall be responsible for distributing copies to all members.

Section 25.9 Parking The Township will reimburse members for reasonable and necessary parking expense incurred in the line of duty.

Section 25.10 Training If members are required by the Chief of Police to participate in a training program, the Township shall incur all of the reasonable, necessary and authorized costs of such training approved by the Chief of Police.

The workday of any employee assigned to training of five (5) consecutive days in any one week will be considered to be an eight (8) hour day. As a result, a training day will suffice

as the employee's entire eight (8) hour workday any time the employee spends at least six (6) hours and not more than ten (10) hours fulfilling the obligations of the assigned training class.

In the event that an employee is assigned to a training class that is less than five (5) consecutive days in duration in any one week, the employee's workday will be defined as a ten (10) hour day. In this circumstance, the employee will be credited with an entire day worked anytime the training class is at least seven (7) hours and not more than thirteen (13) hours in duration.

For employees who are assigned to a regular eight (8) hour workday, the employee will be credited with an entire day (8 hours) worked anytime the training class is at least six (6) hours and not more than ten (10) hours in duration.

Section 25.11 Interpretation The captions of the several portions of this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement. Whenever in this Agreement the term "member" is used, it shall include any gender or number thereof as the context shall require.

Section 25.12 Schedules Except as otherwise hereinafter provided, patrol schedules will be based upon shifts, the hours of which are to be determined by the Chief of Police, and patrol shift assignments will be selected by the members based upon seniority when there is a vacancy or realignment. Notwithstanding the foregoing, changes resulting in an alteration of a member's patrol shift assignment or the transfer of a member to another patrol shift assignment may be made by and in the sole and absolute discretion of the Chief of Police based upon the best interests of the Department as determined by the Chief of Police. These changes may be effected by the Chief of Police notwithstanding the existence or nonexistence of a requested assignment change for that shift. Specialty assignments and the hours thereof shall be determined and made by the Chief of Police in his sole and absolute discretion. Temporary assignments, defined as assignments not to exceed forty-five (45) days, and/or transfers may also be made by and in the sole and absolute discretion of the Chief of Police based upon the best interests of the Department as determined by the Chief of Police. Transfers and assignments will not be used as a form of discipline.

Section 25.13 Life Insurance The Township will pay for and provide term life insurance coverage in the amount of $50,000.00 per member.

ARTICLE 26
PROMOTIONAL PROCESS

Section 26.1 Sergeant Promotional Process

A. Minimum requirements for promotion to the rank of sergeant are as follows:

1. Three (3) years of continuous service with the Genoa Township Police Department in the classification of Police Officer, or two (2) years of service with the Genoa Township Police Department and at least three (3) years of full-time service with another law enforcement agency.

2. Qualified employees desiring to be considered for promotion must submit a letter of intent at such time as it may be required.

3. No employee with a disciplinary action against them of a suspension of three (3) days or more within three (3) years prior to the promotional test and/or promotion will be considered for promotion.

B. The following scoring system will be used for ranking the candidates:

Written Examination	20%
Assessment Center Score	80%
Total Score	100%

C. Candidates must score at least eighty percent (80%) on the written examination to be eligible to proceed to the assessment center. Candidates must score at least seventy percent (70%) on the assessment center to be placed on the promotional eligibility list.

D. Candidates will be informed in writing of their scores after grading of the written test, and if applicable after the grading of the assessment center. Candidates who have participated in the assessment center process will be given an opportunity to receive feedback about their assessment center performance where possible recommendations for future improvement will be provided.

E. The written examination will be created by the Chief of Police or his/her designee and will consist of the following test material; 50 question multiple choice exam containing questions in reference to Genoa Township Policies/Procedures, Ohio Revised Code (frequently used sections), Union contract, Township Personnel Policies, and Supervision scenarios. The Assessment Center process will be conducted through the Ohio Association of Chiefs of Police. In the event it is necessary for the Employer to select an alternate service, the employer will request a labor relations meeting for the purpose of consulting with the Union prior to making a selection.

F. The eligibility list for promotion to the rank of Sergeant will list all candidates in rank order, with the highest score listed first, on the basis of the candidates' total scores. When a promotion is to be made the Chief of Police will select the candidate to be promoted from the top three (3) on the eligibility list and present that name to the Board of Trustees for approval.

G. If none of the candidates from the Genoa Township Police Department successfully complete the testing process, the Employer has the option of advertising and testing candidates from outside the Genoa Township Police Department who meet the qualification listed in paragraph "A", except that requisite years of service need not be with the Genoa Township Police Department.

H. When two (2) or more are promoted to the rank of sergeant on the same date, seniority will be determined by the order of ranking on the eligibility list for promotion.

I. The eligibility list will remain in effect for one (1) year, with the option of extending the list for an additional year after consultation with the Union at a labor relations meeting. Before the expiration date of the eligibility list the Employer will issue a Special Order indicating the decision to extend or terminate the list.

Section 26.2 Lieutenant Promotional Process The process for filling a vacancy in a lieutenant's position will follow the identical process set forth in Section 1 above, until such time as two sergeants have completed their probationary period, at which time the parties will have a labor relations meeting to discuss whether it is necessary to alter the terms of the promotional process for the rank of Lieutenant.

ARTICLE 27
DURATION OF AGREEMENT

Section 27.1 Term The term of this Agreement shall be effective January 1, 2013 and shall terminate at midnight, December 31, 2015.

Section 27.2 Successor Negotiations If either party desires to commence successor negotiations, written notice of such intent shall be delivered to the other party no earlier than ninety (90) calendar days prior to nor later than sixty (60) calendar days prior to the expiration date of this Agreement. The provisions of Chapter 4117.14 of the Ohio Revised Code shall apply to successor negotiations. The terms of this Agreement shall remain in full force and effect pending implementation of a successor Agreement.

Section 27.3 Counterparts This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the parties have caused duplicate counterparts hereof to be duly executed and delivered on or as of _____, 2012.

GENOA TOWNSHIP,
DELAWARE COUNTY, OHIO

_____
Barbara Lewis, Trustee

_____
Rick Carfagna, Trustee

_____
Karl Gebhardt, Trustee

CERTIFIED AND APPROVED:

_____
Patrick Myers, Fiscal Officer

_____
Edward S. Kim, Labor Counsel
Downes Fishel Hass Kim LLP

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA)

_____
Russ Ciballi,
Negotiation Committee Member

_____

_____
Joe Hegedus, OPBA Representative

IN TESTIMONY WHEREOF, the parties have caused duplicate counterparts hereof to be duly executed and delivered on or as of _____, 2012.

GENOA TOWNSHIP,
DELAWARE COUNTY, OHIO

Barbara Lewis, Trustee

Rick Carfagna, Trustee

Karl Gebhardt, Trustee

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA)

Russ Ciballi,
Negotiation Committee Member

Joe Hegedus, OPBA Representative

CERTIFIED AND APPROVED:

Patrick Myers, Fiscal Officer

Edward S. Kim, Labor Counsel
Downes Fishel Hass Kim LLP