A COLLECTIVE BARGAINING AGREEMENT

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01/29/2014

BETWEEN THE

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

AND

PERRY TOWNSHIP

PATROL OFFICERS AND DETECTIVES

JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

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ARTICLE 1

PURPOSE

Section 1.1 This Agreement is made between the Board of Trustees for Perry Township, Stark County, Ohio hereinafter referred to as the "Employer", and The Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union". The "employee" or "employees" where used herein refers to all regular full-time patrol officers and detectives in the bargaining unit. The purpose of this Agreement is to provide a fair and reasonable method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment and to establish and maintain a peaceful procedure for the resolution of all differences between the parties.

ARTICLE 2

RECOGNITION

Section 2.1 Bargaining Unit

The Fraternal Order of Police, Ohio Labor Council, Inc. is recognized as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, terms, and other conditions of employment for employees in the bargaining unit. The bargaining unit for which this recognition is accorded is defined in the Certification issued by the State Employment Relations Board on September 29, 2003 (Case No. 03-REP-09-0964). This Agreement includes all full-time employees holding the position of Patrol Officer or Detective on the Perry Township Police Department. The Employer will not recognize any other Union, organization, or person as the representative for any of the bargaining unit members. The Employer shall notify the Fraternal Order of Police, Ohio Labor Council, Inc of any changes in the classification which directly affects the classifications included in this unit, sixty (60) days prior to the effective date of the change or as soon as the changes become known to the Employer, whichever occurs first.

Section 2.2 Resolution of Dispute

In the event of a dispute between the parties as to future inclusion or exclusion from the bargaining unit resulting from the establishment of new or changed classifications or titles, either party to this Agreement may apply to the State Employment Relations Board for resolution of the dispute.

Section 2.3 Bargaining Unit Work

The Employer shall not attempt to erode the bargaining unit, the rights of bargaining unit members, or adversely affect the safety of bargaining unit members.

Except in emergency circumstances, overtime opportunities for work normally performed by bargaining unit members and special duty work assignments, shall first be offered to those bargaining unit members who normally perform the work before it may be offered to non-bargaining unit members.

This Article shall also apply to special duty or special assignments which result from requests by private individuals or groups for security or traffic control.

ARTICLE 3

CONFLICT WITH LAW AND SEPARABILITY

Section 3.1 The parties intend this Agreement to supersede and replace any Ohio and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter the provisions of applicable law shall prevail. If by operation of law or by a court of competent jurisdiction it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Section 3.2 The parties agree that should any provision of this Agreement be found to be invalid, they will attempt to negotiate replacement language on the same subject matter within thirty (30) calendar days.

ARTICLE 4

NON-DISCRIMINATION

Section 4.1 Both the Employer and the Union recognize their respective responsibilities under the Federal and Ohio Civil Rights Laws, or employment practice acts, and other similar constitutional statutory requirements. Therefore, both the Employer and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, sex, age or handicap.

Section 4.2 The Employer recognizes the right of all Bargaining Unit Members to be free to join the Union. The Employer agrees there shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer against any employee or any applicant for employment because of Union membership.

ARTICLE 5

UNION REPRESENTATION

Section 5.1 Non-employee representation of the Union shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or its designee. The Employer or its designee shall facilitate any necessary contact between the representative and an on duty bargaining unit member employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

Section 5.2 Reasonable release time shall be granted for members of the Negotiating, Grievance, and Labor Management and Safety Committees to participate in negotiations, grievance hearings, or other such meetings.

Section 5.3 The Union may schedule meetings on Police Department property insofar as those meetings are not disruptive of the duties of the employees or the efficient operation of the Department. Special rank-and-file meetings may be held at any hour. Insofar as is feasible, all on or off-duty bargaining unit members shall be afforded the opportunity to attend these meetings.

Section 5.4 Reasonable provisions shall be made by the Employer so that bargaining unit members selected by the Union as representatives on their negotiating committee and scheduled for duty may be carried on special assignments for the entire assigned shift for the purpose of negotiating during the term of this Agreement.

Upon advance approval by the Chief of Police or his designee, time off may be allowed of up to eight (8) hours each week for one member of the negotiating committee, designated in advance, during the last sixty (60) days of this Agreement, exclusive of any extensions.

Section 5.5 The Bargaining Unit Member selected as Union delegate shall be authorized an aggregate of two (2) work days of paid leave per calendar year for delegates to use any time during the year to attend Union functions such as, but not limited to, conventions, educational meetings, or conferences. The Employer shall make other reasonable provisions for authorizing vacation leave or personal allowance credits for employees to attend Union functions in addition to the above mentioned two (2) days.

The Union may utilize all aforementioned provisions of this Article by having the Delegate or his designee notify the Chief of Police as soon as practicable upon learning of the need for such leave, but not less than seven (7) calendar days prior to the commencement of said leave, no more than one (1) employee is designated by the OLC for said leave at any given time.

Section 5.6 The Union shall have use of suitable bulletin boards for the posting of Union notices or other materials. The boards shall be identified with the name of the Union and the Union may designate persons responsible therefore.

ARTICLE 6

DUES DEDUCTIONS

Section 6.1 The Employer agrees to deduct from the wages and salaries of the bargaining unit members dues required by the Union by payroll deduction. All members of the bargaining unit all either become dues paying members of the Union, or as a condition of continued employment, remit to the Union a fair share fee in the amount set by the Union per person per month in accordance with the provisions of O.R.C. 4117.09 (c), starting the thirty-first (31) day of employment with the employer or execution date of this Agreement, whichever comes first.

Section 6.2 Dues and Fair Share Fees shall be paid over by the Employer once each month to the Fraternal Order of Police, Ohio Labor Council, Inc., at 222 East Town Street, Columbus, Ohio 43215-4611 or such address as set by the Union from time to time.

Section 6.3 An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time during the fifteen (15) day period preceding the termination of this Agreement, and the authorization card shall state clearly on its face the right of employee to revoke during that period.

Section 6.4 The Employer's obligation to make deduction shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 6.5 The Union will indemnify and hold the Employer harmless from any action growing out of deductions hereunder and commenced by an employee against the Employer.

Section 6.6 All bargaining unit employees who are not members of the Union shall pay a fair share fee to the Union in the amount of employee dues as set by the Union from time to time. The deduction to the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

ARTICLE 7

MANAGEMENT RIGHTS

Section 7.1 The Employer's exclusive rights include, but shall not be limited to the following, except as expressly limited by the terms and set forth in this Agreement:

A. Determine matters of inherent managerial policy, including areas of discretion of policy such as functions and programs, standards of service, overall budget, use of technology, and organizational structure,

B. Direct, supervise, evaluate, or hire employees,

C. Maintain and improve efficiency and effectiveness of operations,

D. Determine the overall methods, process, means, or personnel by which operations are to be conducted,

E. Suspend, discipline, demote, or discharge, for just cause, lay off, transfer, assign, schedule, promote, or retain employees,

F. Determine the adequacy of the work force,

G. Determine the overall mission of the Department,

H. Effectively manage the work force, and

I. Take actions to carry out the mission of the Department as a governmental unit.

Section 7.2 Nothing in this Agreement shall operate, or be interpreted to operate, in any fashion which impairs the Employer's rights as outlined above. The Employer specifically reserves all rights and privileges not specifically identified or impaired in any Article of this Agreement. The Union may raise a legitimate complaint or file a grievance based on this Collective Bargaining Agreement.

ARTICLE 8

RIGHTS OF BARGAINING UNIT MEMBERS

Section 8.1 Political Activity - Except when on duty or acting in an official capacity, no bargaining unit member shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in such activity.

Section 8.2 Rights of Bargaining Unit Members While Under Investigation - When a bargaining unit member is under investigation or is subjected to questioning for any reason, the following minimum standards shall apply:

1. Questioning of the bargaining unit member shall be conducted at a reasonable hour, preferably when the bargaining unit member is on duty, unless exigent circumstances otherwise require.

2. Questioning of the bargaining unit member shall take place at the offices of those conducting the investigation or the place where such bargaining unit member reports for duty unless the member consents in writing to being questioned elsewhere.

3. The bargaining unit member under investigation shall be informed, at the commencement of any questioning, of the name, rank and command of the officer conducting the questioning.

4. During any single period of questioning of the bargaining unit member, all questions shall be asked by or through a single investigator.

5. The bargaining unit member under investigation shall be informed in writing of the nature of the investigation prior to any questioning.

6. Any questioning of a bargaining unit member in connection with an investigation shall be for a reasonable period of time and shall allow for reasonable periods for the rest and personal necessities of the bargaining unit member.

7. No threat against, harassment of, or promise or reward (except an officer of immunity from prosecution) to any bargaining unit member shall be made in connection with an investigation to induce the answering of any question.

8. All questioning of any bargaining unit member in connection with the investigation shall be recorded in full in writing or by electronic device, and a copy of the transcript shall be made available to the member under investigation.

9. The bargaining unit member under investigation shall be entitled to the presence of a non-employee representative, (Union's attorney, or FOP Representative), at any questioning of the member, unless the member consents in writing to being questioned outside the presence of the non-employee representative.

10. At the conclusion of the investigation, the Employer shall inform the bargaining unit member under investigation, in writing, of the investigative findings and if any recommendations or disciplinary action that the Employer intends to make.

11. A bargaining unit member who is brought before a disciplinary hearing shall be provided access to all transcripts, records, written statements, written reports and analyses and video tapes pertinent to the case that :

A. contain exculpatory information
B. are intended to support any disciplinary action, or
C. are to be introduced in the disciplinary hearing

Section 8.3 Opportunity for a hearing -

1. If an investigation of a bargaining unit member results in a recommendation of disciplinary action, the Employer shall notify the bargaining unit member that the member is entitled to a hearing on the issues by a hearing officer.

2. The Employer shall determine the person to be selected as the hearing officer, and the procedures for a disciplinary hearing.

Section 8.4 Summary Punishment and Emergency Suspension -

1. This section does not preclude an Employer from providing for summary punishment or emergency suspension for misconduct by a bargaining unit member.

2. An emergency suspension shall not affect or infringe on the health benefits of a bargaining unit member.

Section 8.5 Notice of Disciplinary Action - When disciplinary action is to be taken against a bargaining unit member, the member shall be notified of the action and the reasons therefore, a reasonable time before the action takes effect.

Section 8.6 At the time that any bargaining unit member is notified to report for an internal investigation, and upon the bargaining unit members request, he shall be provided an opportunity within a reasonable time frame to contact a non-employee representative for the purpose of representation.

Section 8.7 No polygraph examination shall be given for investigative, or other purposes, unless requested by the bargaining unit member being questioned.

Section 8.8 Bargaining Unit Members shall be informed in writing of the nature of the investigation prior to any questioning and shall be informed to the extent known at the time, whether the investigation is focused on a criminal or Departmental charge. If the member requests it, he shall be given brief time prior to any questioning to locate and review any written documents he possesses regarding the event(s) being investigated in order to fully prepare himself to accurately and completely respond to the questioning; an investigating Officer may accompany the member during his search and review of such documents.

Section 8.9 A Bargaining Unit Member who is to be questioned as a suspect in an internal investigation that may lead to criminal charges against him shall be advised of his Constitutional Rights in accordance with the law.

Section 8.10 Before a Bargaining Unit Member may be charged with insubordination or like offenses for refusing to answer questions or participate in an investigation, he shall be advised that such conduct could be made the basis for a charge, except no member shall be charged with insubordination where such refusal is premised on his exercise of the rights and advice afforded him as outlined in this Article.

Section 8.11 Any evidence obtained in the course of internal investigation through the use of questionable procedures, such as administrative pressure, threats, coercion, or promises shall not be admissible in any subsequent criminal action or disciplinary hearing. However, notification to a bargaining unit member that potential corrective action could result if the bargaining unit member continues to refuse to answer questions or participate in any investigation shall not be construed as administrative pressures, threats, coercion, or promises for the purposes of this Paragraph.

Section 8.12 When a bargaining unit member is to be interviewed regarding the investigation of any other bargaining unit member, such interview shall be conducted in accordance with the procedures established in this Article.

Section 8.13 When an anonymous complaint is made against a bargaining unit member on duty and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and the accused bargaining unit member shall not be required to submit a written report. Also, when a citizen complaint is filed greater than ten (10) calendar days after the date of the alleged event complained of, and where the complaint, if true, could not lead to a criminal charge of any type, such complaint shall be classified as unfounded and the accused bargaining unit member shall not be required to submit a written report; but, he shall be notified orally or in writing of such claim.

Section 8.14 Any signed complaint received concerning alleged misconduct by a bargaining unit member who was off duty when the alleged incident occurred shall be treated the same as any complaint made by a citizen against a bargaining unit member for misconduct while on duty. If criminal charges are involved, no Departmental action will be taken until a determination is made through the courts as to his guilt or innocence; except when the charge (s) involved is/are a felony, theft offense, or a sex offense.

Section 8.15 Retaliation for Exercising Rights - There shall be no penalty or threat of penalty against a bargaining unit member for the exercise of the member's rights under this section.

Section 8.16 Other Remedies not Impaired -

1. Nothing in this section shall be construed to impair any other legal remedy that a bargaining unit member has with respect to any rights under this section.

2. A bargaining unit member may waive any of the rights guaranteed by this article.

Section 8.17 Prohibition of Adverse Material in Member's File - The Employer shall not insert any adverse material into the file of any bargaining unit member unless the member has had an opportunity to review and comment in writing on the adverse material.

Section 8.18 Disclosure of Personal Assets - A bargaining unit member shall not be required or requested to disclose any item of the member's personal property, income, assets, sources of income, debts, personal or domestic expenditures (including those of any member of the member's household), unless:

1. The information is necessary in investigating a violation of any federal, state, or local law, rule, or regulation with respect to the performance of official duties, or

2. Such disclosure is required by federal or state law.

ARTICLE 9

WORK RULES/EXISTING BENEFITS

Section 9.1 Maintenance of Benefits. All conditions or provisions beneficial to bargaining unit members now in effect which are not specifically provided for in this Agreement or which have not been replaced by provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, unless mutually agreed otherwise between the Township and the Union.

Section 9.2 Primacy of Agreement. The terms and conditions of this Agreement shall supersede ordinances and resolutions wherever there is a conflict with the terms of this Agreement.

Section 9.3 New Work Rules. The Township agrees to furnish the Union with a written notice of the Employer's intention to make changes in Police Department rules, regulations, or policies and procedures that will affect the terms and conditions of employment of the bargaining unit members. If the Union does not respond in writing within fifteen (15) calendar days of the date of receipt of such written notice, the Employer may assume the Union does not wish to meet and confer on the proposed changes.

Section 9.4 Should the Union respond within fifteen (15) calendar days from the date of receipt of such written notice, the Employer agrees to meet and confer with the Union in order to freely exchange information, opinions and proposals relating specifically to the proposed changes prior to their enactment. The Employer shall furnish the Union with a copy of such changes and inform the Union of the proposed implementation plans. Upon request, the Employer shall at its option provide the Union with or access to available resource materials, studies or data relating to the merits of the proposed changes prior to said meeting with the Employer. However, such materials shall remain the property of the Employer until such time as the Employer may choose to relinquish its rights thereto.

ARTICLE 10

SENIORITY

Section 10.1 Seniority shall be determined by computing an employee's continuous years of service, or fraction thereof, with the Employer, regardless of whether that service is in a classification(s) that is not covered by this Agreement. "Rank seniority" shall be determined by computing an employee's continuous years of service, or fraction thereof, with the Employer, in classification(s) that are covered by this Agreement.

Section 10.2 A separation of employment lasting fewer than thirty-one (31) calendar days shall not constitute a break in continuous service.

Section 10.3 Employees shall lose all seniority upon any of the following:

A. Discharge for just cause.

B. Retirement or resignation.

C. Loss of recall rights.

D. Failure to return to work within thirty (30) calendar days after notification of recall from layoff; unless the failure to return is not within the control of the employee, or the Employer agrees to an alternate date for the employee to return to work.

E. Failure to return to work upon expiration of a leave of absence.

F. Resignation from employment within the department.

ARTICLE 11

PROBATIONARY PERIODS

Section 11.1 Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) year following completion of the new hire's Field Training experience. A probationary employee who has lost work time due to illness or injury shall have his probationary period extended by the length of the illness or injury. A new hire probationary employee may be terminated at any time during his probationary period and shall have no right to appeal of the termination under this Agreement. In all non-disciplinary matters, the probationary employee is entitled to Union representation including the Grievance and Arbitration procedure.

Section 11.2 A Bargaining Unit Member who is promoted shall be placed on a promotional probationary period for six (6) months. Should the promoted Bargaining Unit Member fail to satisfactorily complete the promotional probationary period, he shall be returned to his original position with no loss of seniority. Said Bargaining Unit Member may challenge the demotion through the Grievance and Arbitration procedure.

ARTICLE 12

LAYOFF AND RECALL

Section 12.1 Bargaining Unit Members may be laid off as a result of lack of work, lack of funds, or abolishment of position. No Bargaining Unit Member shall be laid off unless the Employer establishes a clear financial justification for the layoff. The Employer shall utilize attrition prior to making any layoffs. In the event of a layoff, the Employer shall notify the affected employee thirty (30) calendar days in advance of the effective date of the layoff. The Employer agrees to discuss with representatives of the Union, the impact of the layoff on the bargaining unit member(s). All layoffs shall be made in accordance with rank seniority, the least senior employee in each classification being laid off first. Employees shall have the displacement or "bumping" rights, based upon rank seniority, in a lower classification. Any Bargaining Unit Member that will actually be laid off shall have the right to request and receive a voluntary demotion to a lower classification. Such Bargaining Unit Member shall retain all recall rights as provided in this Article. Any Bargaining Unit Member laid off may at his option, displace any part-time or intermittent employee. Failure to bump or failure to accept a recall to a part-time or intermittent position shall not jeopardize an employee's recall rights to a full-time position.

Section 12.2 Bargaining unit members who are laid off or demoted shall have recall rights. Recall shall be in inverse order of the layoff or demotion. No person shall be hired in or promoted to a bargaining unit position while there are bargaining unit members on layoff or on voluntary demotion.

Section 12.3 Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees 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 work section to which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirement within twelve (12) months of recall. Any training required in this section shall be at the Employer's expense.

Section 12.4 Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice return receipt requested, to the last mailing address provided by the employee.

Section 12.5 The recalled employee shall have ten (10) calendar days following the date of the recall notice to notify the Employer of his intention to return to work and shall have fifteen (15) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for return to work is otherwise agreed upon.

ARTICLE 13

LABOR MANAGEMENT AND SAFETY COMMITTEE

Section 13.1 The Labor Management and Safety Committee shall consist of not more than three (3) representatives from the Employer, and not more than three (3) representatives of the bargaining unit. It is mutually agreed that this committee shall meet on a quarterly basis or as mutually agreed, after a written request from either party for the purpose of:

1. To disseminate general information of interest to the parties.

2. To give the Union Representatives the opportunity to share the views of their members and/or suggestions on the subjects of interest to their members.

3. To discuss ways to improve efficiency within the Department.

4. To promote harmonious relations between the Township and the Union in the best interest of the community.

5. To discuss safety and health issues of the Department.

Section 13.2 Occupational safety and health is a mutual concern of the Union and the Employer. The Union will cooperate with the Employer in encouraging employees to comply with applicable safety rules, regulations, and common knowledge safety standards of the law enforcement industry. The Employer agrees to operate and maintain a safe working environment for all bargaining unit members.

Section 13.3 The Employer and the Union shall comply with all applicable Federal and State laws, rules, and regulations with regard to safety.

Section 13.4 All bargaining unit members are responsible to report, in writing, all unsafe conditions relating to Police operations to the Chief of Police. No bargaining unit member shall be subject to any disciplinary action for such reporting.

Section 13.5 If the unsafe condition remains uncorrected after five (5) calendar days, it may be subject to the Grievance and Arbitration procedure of this Agreement.

Section 13.6 The Employer shall not instruct any bargaining unit member to operate any equipment which anyone in the exercise of ordinary care would reasonably know might cause injury. However, if the Sergeant or senior officer at the time concludes that the equipment is not unsafe, the employee shall operate the equipment. Said officer's decision is subject to the Grievance and Arbitration procedure.

Section 13.7 The Union recognizes the right of the Employer to establish and change safety rules. Any new or changed rule(s) will be first communicated to the Labor Management and Safety Committee for discussion.

Section 13.8 All bargaining unit members of the Labor Management and Safety Committee shall be paid at their regular rate of pay while performing committee duties on a no loss, no gain basis.

ARTICLE 14

COMMUNICABLE DISEASES

Section 14.1 The Employer recognizes its obligation to be responsive to the employee's needs regarding communicable diseases. Detailed policy and procedures shall be immediately drafted and put into place regarding proactive preventative measures. This policy and procedure shall be issued to each bargaining unit member. It shall discuss and describe treatment of citizens and the precautions which should be practiced for one's self protection. Said policy and procedures shall be updated as often as new information is made available.

Section 14.2 The Employer shall issue members all equipment and supplies necessary to reasonably protect the member from contracting communicable diseases within the work environment. The Employer also recognizes the possibility of an employee contracting terminal illness regardless of precautionary measures taken. The Employer agrees to cooperate with members with terminal illness seeking to utilize the pension system disability program and/or retirement system that provides viable options for that affected employee.

Section 14.3 The Township recognizes that Bargaining Unit Members come in contact with individuals infected with hepatitis B virus and that the Member may be at increased risk of acquiring hepatitis B infection. All Bargaining Unit Members have the right to be vaccinated for hepatitis B. Such vaccinations shall be made available, at no cost to the Bargaining Unit Member, for those Members who desire it. The Township shall develop, within ninety (90) days of the execution of this Agreement, a written policy and procedure for administering the vaccination program.

Section 14.4 All costs associated with any and all features of this Article shall be borne by the Township.

ARTICLE 15

CRITICAL INCIDENTS

Section 15.1 For the purpose of this Article a Critical Incident shall be defined as:

Any event that occurs that has the ability to overpower the Bargaining Unit Member's ability to cope mentally, physically, or emotionally with the effects of the incident. Some examples of Critical Incidents are (but not limited to):

Any line of duty death, officer involved shooting, physical assault, hostage situations, suicides, sudden or unexpected death of an employee or family member, child fatalities, or mass casualty incidents.

Section 15.2 The Employer and the Union agree that within ninety (90) days of the execution of this Agreement the parties shall jointly put into effect a policy on dealing with Critical Incidents. The parties agree that this policy will be the product of joint labor/management meetings conducted at times and locations mutually agreed to by and between the parties and that all elements of the policy must be agreed upon by both the Employer and the Union before any part of the policy may be implemented.

The parties also agree that this policy may be modified/changed from time to time as new information becomes available and that all changes/modifications to the policy must be in writing and agreed to by both parties prior to implementation of the change/modification.

Section 15.3 The Employer and the Union agree that when a Critical Incident occurs, every effort will be made to involve the F.O.P. Critical Incident Response Service (C.I.R.S.) in dealing with the incident. The Union understands and agrees that utilization of (C.I.R.S.) will be without cost to the Employer. The Employer understands and agrees any/all other cost(s) related to assisting any Bargaining Unit Member in his/her recovery from the Critical Incidents that are covered by the Employer's medical insurance coverage, workers compensation, retirement system, or township policy shall be born entirely by the Employer.

ARTICLE 16

PERSONNEL FILES

Section 16.1 Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining Unit Members shall have access to their records including training, attendance, and payroll records as well as those records maintained as personnel file records.

Section 16.2 Every Bargaining Unit Member shall be allowed to review the contents of his personnel file at all reasonable times upon written request except that any Bargaining Unit Member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the Bargaining Unit Member.

Section 16.3 All entries of a disciplinary or adverse nature shall be maintained solely in the personnel file which shall be maintained in the office of the Chief of Police. The affected Bargaining Unit Member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement. No unfounded complaint shall become part of any Bargaining Unit Member's personnel file.

Section 16.4 Records of written warning and reprimands shall cease to have force and effect eighteen (18) months from the date of issuance. Any other record of discipline of any kind shall cease to have force and effect twenty-four (24) months from the date of issuance.

ARTICLE 17

DISCIPLINE

Section 17.1 The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in instances where the employee's conduct violates written rules and regulations, policies or procedures. Except in the most extreme circumstances the principles of progressive discipline shall apply. The progression shall at minimum include a written reprimand before a suspension, and a suspension before a dismissal for the same or related offenses. If the offenses are of a serious nature, the Chief of Police may determine that a different sequence is required. Forms of disciplinary action are:

1. written warning
2. written reprimand
3. suspension without pay (at the option of the employee, and with the concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.)
4. Reduction in Rank
5. Discharge

Section 17.2 Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction, or termination, a disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written specifications of the charges. Disciplinary hearing shall be completed within thirty (30) calendar days from the presentation to the employee of the written specification of charges. Any disciplinary action to be administered must be issued within forty-five (45) calendar days of the receipt of the hearing officers response.

Disciplinary hearings will be conducted by the Employer or his Designee. The employee may choose to:

1. appear at the hearing to present oral or written statements in his defense
2. appear at the hearing and have an employee or non employee representative of the Union present oral or written statements in his defense
3. elect in writing to waive the opportunity to have a disciplinary hearing. Failure to elect and pursue one of these three options will be deemed a waiver of the employee's right to a disciplinary hearing.

At the disciplinary hearing, the Employer or his Designee will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents which he feels may be germane to the charges. The employee shall provide a list of witnesses, and the name and occupation of his representative, if any, to the Employer as far in advance as possible, but no later than eight (8) hours prior to the hearing. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing.

The employee will be permitted to confront and cross-examine witnesses. A written report will be prepared by the hearing officer concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the hearing officer's report will be provided to the employee within five (5) calendar days following its preparation.

Section 17.3 Disciplinary action may be appealed through the grievance and arbitration procedure. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within five (5) calendar days from the receipt of the notice of discipline by the employee.

Section 17.4 Any employee under indictment or arrested shall be placed on leave of absence without pay until resolution of the court proceedings. An employee may use accrued vacation, holiday, or personal time during the leave. An employee found guilty by the trial court may be discharged. An employee found innocent of the charges shall be paid for all lost time and shall have any vacation, holiday, or personal time restored to his credit. The Employer shall continue to pay the employee's insurance premiums during the leave of absence. All hearings conducted by the Employer relating to discipline shall be closed to the public, press, and all others not directly involved in such hearings.

Section 17.5 The Employer, Union and members of the bargaining unit agree to waive the provisions of O.R.C. Section 505.491 through 505.495 concerning discipline of members of the bargaining unit in lieu of the disciplinary provisions of this agreement.

ARTICLE 18

GRIEVANCE AND ARBITRATION PROCEDURE

Section 18.1 The term "grievance" shall mean any allegation by a bargaining unit employee, or the Union that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 18.2 A grievance may be filed by any member of the bargaining unit or by the Union on behalf of any member(s) of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group grievance. The names of each member, on behalf of which the grievance is filed, shall be made available at the first hearing. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group. The grievance procedure outlined in Section 18.5 shall be used throughout.

Section 18.3 All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Time limits set forth herein may only be extended by mutual agreement of the parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that affect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits shall be automatically sustained in favor of the grievant.

Section 18.4 Written grievances must be filed on the form provided by the FOP and shall contain, but not be limited to, the following information.

1. Date and time grievance occurred:
2. Description of incident giving rise to the grievance:
3. Articles and sections of the Agreement involved:
4. Relief requested:
5. Signature of the employee.

Section 18.5 Disciplinary grievances involving suspension, reduction in rank or discharge are to be appealed directly to Step 2 of the grievance procedure as specified in Article 18, Section 6. All other grievances related to disciplinary action are to be filed at Step 1.

Section 18.6 The following steps shall be followed in the processing of a grievance.

Step 1. Within five (5) working days of the incident or knowledge of the incident (but in no case later than thirty (30) calendar days from the actual facts) which give rise to the grievance, the aggrieved employee shall submit his written grievance to the Chief of Police, who shall indicate the date and time of receipt of the grievance, and affix his signature to the grievance form. The Chief of Police shall respond in writing to the grievant within five (5) working days of receipt of the grievance. The grievant may, at his option, be represented by a representative of the FOP at any hearing or hearings held at this level.

Step 2. A grievance unresolved at Step 1 may be submitted by the grievant to the Township Trustees within five (5) working days from receipt of the Step 1 answer. It shall be the responsibility of the Township Trustees to investigate the matter, hold such hearings as necessary, and to provide a written response to the grievant within thirty (30) working days of receipt of the grievance. The grievant may, at his option, be represented by a representative of the FOP at any hearing or hearings held at this level.

Grievances unresolved at Step 2 may be submitted to arbitration upon request of the FOP in accordance with the provisions of Section 18.7 of this Article. Any grievant who fails to appear in person or by either a Union Representative or Legal Counsel, at any step of this grievance process, shall be deemed to have waived and withdrawn the grievance.

Section 18.7 The Union , based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 2, the Union shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance.

The parties shall attempt to draft an agreed upon submission statement. If the parties are unable to agree upon a submission statement, the arbitrator shall frame the issue or issues to be decided.

The Employer's representative shall notify the Union of any question of arbitrability, and of its intent to raise the question at the arbitration hearing.

After receipt of a request to arbitrate, a representative of each party (Union and Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The FMCS shall submit a panel of seven (7) arbitrators. The parties shall alternately strike the names of the arbitrators until only one name remains. Either party may once reject the list and request from the FMCS another list of seven (7) names until a mutually agreed arbitrator is selected.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

1. contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws:

2. contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations, established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

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 grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.
The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The cost and fees of the arbitrator shall be borne equally by the parties. The expense of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one: such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours at the day of the hearing.

ARTICLE 19

VACANCIES

Section 19.1 When the Employer determines that there is a position opening in a recognized division of the Department and the Employer intends to fill the position, a notice of vacancy shall be posted on the bulletin boards where employee notices are usually posted for seven (7) calendar days prior to filling the vacancy. Written application must be received in the Personnel Department by the close of business on the last regular business day (Monday-Friday) prior to the end of the seven (7) calendar day period. The posting shall contain a description of the position to be filled, basic and special qualifications required, days off and work shift. If there are no qualified applicants, the vacancy may be filled by a new hire or less senior employee. The Employer may temporarily transfer an employee for a period not to exceed thirty (30) working days.

Section 19.2 Nothing in this Article shall limit or interfere with the Employer's right to declare a vacancy for reasons of attrition, the creation of new or additional positions, or the failure of an incumbent employee to satisfactorily perform the requirements of a position, or the Employer's right to make temporary reassignments as necessary to fill vacancies pending the posting process, without regard to seniority.

ARTICLE 20

PROMOTIONAL EXAMS

Section 20.1 All promotions of employees in this bargaining unit shall be made in accordance with the following provisions, notwithstanding any Civil Service Laws or Regulations that may be inconsistent herewith. An examination shall be given and a promotional list of successful applicants with not less than four (4) years service with the Township shall be compiled. The promotional list shall remain effective for not less than twenty-four (24) months following the publication of the examination results.

Section 20.2 Following the establishment of a list, whenever a vacancy exists, a Promotional Board consisting of five (5) persons shall be created as follows: a) Police Chief or designee; b) three other persons appointed by the Employer; and c) one (1) employee from the bargaining unit, appointed by the Union. No applicant for the promotion shall serve on the Promotional Board.

Section 20.3 The Promotional Board may develop its own procedures to fairly and adequately evaluate the candidates, review personnel files and interview candidates. The Promotional Board shall be created and meet within thirty (30) days of the establishment of the promotional list.

Section 20.4 The Promotional Board shall conduct similarly-structured oral interviews of the individuals being interviewed. The Board shall evaluate the individuals and recommend the individual it deems most qualified for the position out of a grouping of applicants for the position.

Section 20.5 The votes of the individual members shall be confidential and only the full Promotional Board vote made public with a majority vote controlling. The Chief shall then recommend the individual to the Board for consideration for the position.

ARTICLE 21

WORKING OUT OF CLASSIFICATION

Section 21.1 To assure the orderly performance and continuity of services, the Employer may elect to temporarily upgrade Bargaining Unit Members on an acting basis to positions of a higher rank. For the purpose of this Article, it is understood that temporary upgrading may be authorized and made in order to fill or compensate for temporary position vacancies, which may exist for the following reasons: A position is vacant and is scheduled to be filled by a Bargaining Unit Member, and a short period of time is required so as to proceed with and complete the normal selection and appointment procedure, or the position is temporarily vacant, although permanently filled, because the Bargaining Unit Member currently assigned to it is on an approved leave of absence (i.e., vacation leave, sick leave, injury leave, military leave, educational leave, maternity leave, or other type of temporary leave of absence).

Section 21.2 It is not the intent of the Employer to circumvent or avoid the normal appointment or promotion process, and therefore the Employer agrees that it shall not use the temporary upgrading for this purpose. In the same regard, the Employer shall make every possible and reasonable effort to fill position vacancies in a most expeditious manner, and to keep the need for such temporary upgrading to a minimum. However, for the purpose of this Article, it is understood that whether or not a position vacancy is to be temporarily filled shall be determined by and at the sole discretion of the Employer.

Section 21.3 The various provisions of this Article shall apply to temporary position vacancies involving both bargaining unit positions, as well as the non-bargaining unit positions. Any Bargaining Unit Member temporarily assigned to a position excluded from the bargaining unit shall maintain his seniority and grievance rights within the bargaining unit for the period of his assignment.

Section 21.4 Bargaining Unit Members shall have the option to refuse temporary upgrading without prejudice when it is offered.

Section 21.5 When a Bargaining Unit Member is temporarily upgraded he shall be eligible to receive temporary upgrading pay for the total duration of his temporary upgrading assignment, provided that he is upgraded for at least one (1) full shift. The Bargaining Unit Member shall receive a pay adjustment which increases the Bargaining Unit Member's step rate of pay according to one of the following methods which is of greater value:

A. Classification salary base in the higher level position, or

The pay adjustment shall in no way affect any other pay supplement which shall be calculated using the Bargaining Unit Member's normal classification salary base. The Bargaining Unit Member shall receive the pay adjustment for the duration of the temporary assignment.

ARTICLE 22

DUTY HOURS

Section 22.1 A work day shall consist of eight (8) regularly scheduled, consecutive hours, during a twenty-four (24) hour period of time. Upon prior discussion with the Union, through the labor management committee, and approval and consent thereto the Employer may change the hours of work to four (4) ten (10) hour work shifts upon the promotion/hiring of a fourth (4th) sergeant.

Section 22.2 The work week shall consist of five (5) consecutive work days followed by two (2) consecutive work days off in each work week.

Section 22.3 A normal pay period shall consist of two (2) work weeks and all bargaining unit employees shall be paid on a biweekly basis.

Section 22.4 Work schedules shall be for four (4) consecutive weeks and shall be posted no less than one (1) week in advance. Schedules may be changed or adjusted to cover for losses of personnel days due to training, vacations/compensatory time, sick leave or other unforeseen loss of personnel. When adjustments are necessary and there are no volunteers, adjustments will be made by reverse seniority, starting with the least senior Bargaining Unit Member regardless of their shift assignment. Any Bargaining Unit Member whose shift is adjusted to cover for any of the above listed reasons, whether voluntarily or ordered to cover via reverse seniority, shall receive an additional stipend of seventy-five cents ($.75) per hour for each hour worked during the adjustment period. Additionally the Bargaining Unit Members appropriate overtime rate during this period of time shall be adjusted to reflect the stipend.

If adjustments are necessary due to call off or other unforeseen circumstances, and the least senior employee will be required to work with less than eight (8) non-duty hours between scheduled shifts, as specified in Section 23.8, then the next employee will be ordered to duty in reverse seniority. If unable to contact a less senior employee, the lowest seniority employee from the off-going shift shall be ordered to stay for half the shift and the least senior employee from the oncoming shift shall be ordered to report early.

Section 22.5 An employee may trade shifts with the prior approval of the Chief or his designee as long as the shift trade is completed within the same pay period. An employee desiring to trade shifts with another employee will submit a request to do so in advance and any request so submitted is subject to the prior approval of the Chief or his designee. Requests for shift trades shall not be unreasonably denied.

Section 22.6 An off-duty employee who is required to immediately report to work shall be paid for all hours actually worked, with a minimum of three (3) hours pay required.

Section 22.7 Employees shall bid for permanent shifts with preference given by order of seniority. The bidding process shall be renewed every six (6) months.

Section 22.8 Except in emergencies, an employee will be given no less than eight (8) non-duty hours off between scheduled shifts. In no event shall any one (1) employee be required to work more than two (2) consecutive work days with less than eight (8) non-duty hours between those scheduled shifts within a period of seven (7) consecutive work days.

ARTICLE 23
OVERTIME PAY AND COURT TIME

Section 23.1 Employees shall be paid overtime pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Employees shall receive overtime pay at a rate equivalent to one and one-half (1½) their regular hourly rate. No employee shall be permitted required to work more than twelve (12) hours during a twenty-four (24) hour period, except during an emergency or upon prior approval of the Chief or designee. This restriction does not apply to extra duty jobs.

Section 23.2 All court duty, not in conjunction with regularly scheduled duty, in response to a subpoena or similar writ commanding appearance at criminal, quasi-criminal or civil court arising out of any incident while on duty as an employee of the Township, shall cause the employee to be compensated a minimum of three (3) hours pay.

Section 23.3 At the employee's option, compensatory time may be accumulated in lieu of paid overtime. Compensatory time off shall be accrued at the rate of one and one-half (1½) hours for each hour of overtime work and the maximum amount of accumulated compensatory time off shall not exceed one hundred seventy-two hours.

Section 23.4 An employee shall be compensated for all overtime performed in excess of the accumulated compensatory time limit of one hundred seventy-two (172) hours.

Section 23.5 Use of accrued compensatory time shall be with the prior approval of the Chief or his designee and shall be in increments of not less than one (1) hour.

Section 23.6 In no event shall compensatory time be utilized to accumulate overtime during the same twenty-four (24) hour time period.

Section 23.7 An employee, upon retirement, shall be paid for all accrued but unused compensatory time off. In the event of the employee's death, while employed by the Employer, payment pursuant to this provision shall be made to the employee's legal heirs. This payment shall be based upon the employee's rate of compensation at the time of his retirement or death.

ARTICLE 24

HOLIDAYS

Section 24.1 All members of the bargaining unit shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 24.2 In addition to the employee's holiday pay, employees will be paid for all hours actually worked on a holiday at one and one-half (1½) times their regular rate of pay. A "holiday" as listed above shall be all hours from 0001 hours through 2400 hours of the date of the actual holiday as celebrated by common practice. Those employees who actually work forty (40) hours during a holiday week but are scheduled off on the holiday will be paid eight (8) hours holiday pay as their regular rate of pay in addition to the regular forty (40) hours pay. An employee who reports off on a holiday will receive holiday pay for that day in lieu of any paid leave deduction. When an employee elects to take time off in lieu of holiday pay, the employee shall designate the day he wishes to take off. Requests for time off pursuant to this provision must be approved in advance by the Chief or his designee.

In no event shall the total holiday pay exceed eight (8) hours between 0001 hrs. through 2359/2400 hrs. in any regular scheduled shift.

ARTICLE 25

VACATION

Section 25.1 Each member of the bargaining unit who has completed one (1) year of service shall be entitled to paid vacation in accordance with the following schedule:

LENGTH OF SERVICE	NUMBER OF WEEKS
After one (1) year	Two (2) weeks
After five (5) years	Three (3) weeks
After ten (10) years	Four (4) weeks

Section 25.2 Following completion of one (1) year of service, employees will earn vacation prorated on a biweekly basis and, with prior approval of the Chief or his designee, may use vacation time as it is earned.

Section 25.3 An employee who has earned vacation time by reason of being employed with the police department shall be able to transfer his vacation time to another department within the jurisdiction of the Employer should he elect such a transfer.

Section 25.4 Vacation time will be taken at the employee's convenience, in order of seniority, and upon prior approval of the Chief or his designee. Vacation time will be selected and granted as far as is possible, in order of departmental seniority and shall not be unreasonably denied. Vacation bids shall be completed by March 31 of each year. Vacation bids of five (5) days or more shall take precedence over any vacation requests of a lesser number of days. Any remaining vacation bids received after March 31 may be granted on a first come-first permitted basis.

Section 25.5 Any employee who resigns, retires or is terminated shall be paid for all accrued vacation time.

Section 25.6 Vacation time shall not be carried over from one (1) year to another unless work schedules prohibit employees from taking vacation time in the calendar year earned.

Section 25.7 An employee who has been employed for a length of time so that the employee is eligible for four (4) weeks vacation or more in any one (1) year shall be allowed to accumulate up to one (1) week of vacation time each year to be applied in a manner to permit the retirement of the employee earlier than the retirement date to which the employee would otherwise be entitled. The length of such early retirement shall be equal to the number of weeks saved pursuant to this section.

ARTICLE 26

SICK LEAVE

Section 26.1 Sick leave, for purposes of this Agreement, shall be an absence from duty with pay necessitated by illness or injury to the employee; exposure by the employee to contagious disease communicable to other employees; or illness or injury to a member of the employee's immediate family residing within the same household as the employee. Sick leave may be used for the illness or injury of a family member not residing within the employee's household, with prior approval from the Chief or his/her designee.

Section 26.2 All members of the bargaining unit shall earn sick leave at a rate of fifteen (15) days per year, and may accumulate up to ninety (90) days per year. Any time an employee works over and above their normally scheduled eight (8) hour shift or normally scheduled forty (40) hour work week, the employee will earn sick time proportionally.

Section 26.3 Sick leave shall be compensated at the employee's regular hourly rate of compensation. Sick leave shall not be used in segments of less than one (1) hour.

Section 26.4 An employee who is to be absent on sick leave shall notify the on-duty dispatcher of such absence and the reason therefore within one-half (½) hour prior to the start of his scheduled shift.

Section 26.5 A member of the bargaining unit who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

Section 26.6 Before an absence in excess of three (3) consecutive work days may be charged against accumulated sick leave, the Chief or his designee may require such proof of illness or injury as may be satisfactory to the Chief, or may require the employee to be examined by a physician designated by the Chief and paid for by the Employer. If the employee fails to submit adequate proof of illness, or injury, upon prior request of the Chief, or in the event that such proof as is submitted or upon the receipt of medical examination the Chief finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

Section 26.7 Any abuse of sick leave or the pattern use of sick leave shall be just cause for disciplinary action as prescribed in this Agreement.

Section 26.8 The Chief may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid for by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 26.9 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or parents residing in the same household as the employee. Sick leave may be used for the illness or injury of a family member not residing within the employee's household, with prior approval from the Chief or his/her designee.

Section 26.10 Upon the death or retirement of a full-time employee who has not less than ten (10) years of continuous service with the employer, such employee, or his heirs, shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement or death multiplied by the total number of accumulated but unused sick days earned by the employee as certified by the Township Fiscal Officer not to exceed ninety (90) days or seven hundred twenty (720) hours.

The Township Fiscal Officer shall cash out any accumulated sick leave in excess of ninety (90) days or seven hundred twenty (720) hours during the first pay period of each year of this Agreement for each Bargaining Unit Member OR the employee may notify the Township Fiscal Officer in writing by December 1st of each year of this Agreement to carry over any accumulated sick leave.

ARTICLE 27

FUNERAL LEAVE

Section 27.1 An employee shall be granted time off with pay, not to be deducted from the employee's sick leave, for the purpose of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) work days for each death in his immediate family, "immediate family" for purposes of this article, shall be defined as employee's spouse, child, grandchild, parent, grandparent, sibling or parent-in-law. An employee may extend funeral leave utilizing sick leave or vacation time, under extenuating circumstances in order to attend to family needs. Such extension of funeral leave is subject to the Chief's approval which shall not be unreasonably denied.

ARTICLE 28

INJURY LEAVE

Section 28.1 When an employee is injured in the line of duty and is eligible for Worker's Compensation, while in active pay status of the Employer, he shall be eligible for a paid leave not to exceed ninety (90) days, providing he applies for Workers' Compensation and signs a waiver assigning to the Employer those sums of money he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this article. In the event the employee's claim is denied by Workers' Compensation then any pay received under this article shall be deducted from the employee's accumulated sick leave. If there is no accumulated sick leave, then the deduction shall be made against the employee's future sick leave. If the employee has no future sick leave, then the employee shall repay any such sums to the Employer. Any days missed shall be charged off against the employees' sick leave until accepted by Bureau of Workers Compensation.

Section 28.2 Light or limited duty may only be authorized by the Chief for an employee injured on or off-duty subject to the limitations set by the employee's physician, and provided the Employer has suitable work available. Such light duty may not be unreasonably denied should the Employer have necessary and suitable work at the station (excluding the evidence room). In the event of multiple light duty occurrences at the same time, those injured as a result of on-duty activities shall first be granted light duty prior to any off-duty injury light duty requests.

Section 28.3 At the end of this ninety (90) day period, if the employee is still disabled, the leave may, at the sole discretion of the Employer, be extended for an additional ninety (90) day period.

Section 28.4 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injuries and condition precedent to the employee receiving any benefits under this article. The designated physician's opinion shall govern whether the employee is actually disabled or not but shall not govern whether the Employer shall extend the period of leave.

ARTICLE 29

LEAVES OF ABSENCE

Section 29.1 An employee may be granted medical leave of absence without pay upon submission of a written request to the Chief. Such leave shall be subject to the following:

(a) Leaves of absence for medical reasons shall be limited to the period of time that the employee is unable to perform the substantial, material duties of the employee's position as certified in writing by a physician. Any medical leave of absence shall be for a period not to exceed one hundred eighty (180) days.

(b) An employee requesting a leave of absence without pay for medical reasons must present at the time the request is made the physician's certificate saying that the probable period for which the employee will not be able to perform the substantial, material duties of the employee's position.

(c) Upon prior request and approval of the Chief or his designee, an employee shall be permitted to opt to use any or all of the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the employee is unable to work as a result of a medical condition. An employee using a sick leave credit shall not be prevented from receiving a leave of absence without pay pursuant to Section 30.1 (a) of this Article after the employee's accumulative sick leave credit has expired.

Section 29.2 In addition to leave authorized heretofore, the Chief or his designee may authorize an employee to be absent without pay, for personal reasons for an indefinite period of time.

ARTICLE 30

JURY DUTY LEAVE

Section 30.1 Any employee who is called for jury duty, either federal, county, or municipal shall suffer no loss of regular compensation. Any compensation received from such court, for jury duty, shall be surrendered to the Employer.

ARTICLE 31

MILITARY LEAVE

Section 31.1 After one hundred eighty (180) days of service with the Employer, any member of the bargaining unit inducted into the armed forces of the United States shall be entitled to the re-employment rights provided by state and federal law. Such employee shall be reinstated to their similar position and seniority and pay status. Such employee must apply for reinstatement within ninety (90) days from the date of discharge. National Guard or Military Reserve leave will be paid up to the maximum of thirty-one (31) days annually, provided that the Employer is given copies of orders authenticated by the commanding officer of the individual's military unit.

ARTICLE 32

COMPENSATION

Section 32.1 Effective upon execution of this Agreement, there shall be a zero per cent (0.00%) pay increase for 2013, the pay range (Steps) for all bargaining unit members shall be:

Classification	2013	Step 1 (2.00%)	Step 2 (2.50%)	Step 3 (3.50%)	Step 4 (4.00%)
A. Probationary	$17.74				
B. 1 – 2	$20.61				
C. 2 – 3	$22.18				
D. 3+	$23.66				
E. 5		$24.61			
F. 10			$24.86		
G. 15				$25.35	
H. 20					$25.58

Section 32.2 Effective January 1, 2014 each Classification shown below, Classification A through H, inclusive shall increase by two per cent (2.0%), and the base rate for each classification shall be:

Classification	2014	Step 1 (2.00%)	Step 2 (2.50%)	Step 3 (3.50%)	Step 4 (4.00%)
A. Probationary	$18.09				
B. 1 – 2	$21.02				
C. 2 – 3	$22.62				
D. 3+	$24.13				
E. 5		$25.10			
F. 10			$25.36		
G. 15				$25.86	
H. 20					$26.09

Section 32.3 Effective January 1, 2015 each Classification shown below, Classification A through H, inclusive shall increase by one and one-half (1.50%), and the base pay rate for each classification for all bargaining unit members shall be:

Classification	2015	Step 1 (2.00%)	Step 2 (2.50%)	Step 3 (3.50%)	Step 4 (4.00%)
A. Probationary	$18.36				
B. 1 – 2	$21,34				
C. 2 – 3	$22.96				
D. 3+	$24.49				
E. 5		$25.48			
F. 10			$25.74		
G. 15				$26.24	
H. 20					$26.48

Section 32.4 All bargaining unit members assigned to the "afternoon shift" shall receive an additional sixty cents ($0.60) per hour increase in their base compensation.

All bargaining unit members assigned to the "midnight shift" shall receive an additional sixty cents ($0.60) per hour increase in their base compensation.

Any bargaining unit member who actually works from 1400 to 559 shall receive an additional sixty cents ($0.60) per hour increase in their base compensation

ARTICLE 33

INSURANCE

Section 33.1 The Employer will provide hospitalization, major medical, and other medical services coverage for all members of the bargaining unit, their spouse and dependent children. The major medical , hospitalization and insurance benefit package shall be the current 90/10 Plan currently in effect. The Employer will pay ninety-two per cent (92%) of the monthly premium cost and the bargaining unit member will pay eight per cent (8%) of the monthly premium cost. Employer reserves the right to open negotiations pursuant to ORC 4117.14, on this Article if the Plan currently in place is recommended by the Perry Township Insurance Committee to be changed, have benefits reduced or the employee's contribution increased or if there is any other determination that the Employer cannot financially continue providing the current plan within the Departmental budget. Any changes in the insurance plan or in third-party administrators shall be first approved by the Union. Such approval shall not be unreasonably withheld.

Section 33.2 Such hospitalization shall also be provided for use by retired employees and for the surviving spouse of deceased employees, pursuant to federal and state law (C.O.B.R.A.).

Section 33.3 The Employer will provide and pay the full premium for all members of the bargaining unit for a convertible life insurance policy in the face value of thirty thousand and no/100 dollars ($30,000.00).

Section 33.4 The Employer reserves the right to present bargaining unit members with on option to participate in a Health Savings Account (H.S.A.) during the life of this agreement without the necessity to re-open any provision of this agreement.

ARTICLE 34

UNIFORM ALLOWANCE

Section 34.1 All newly hired probationary employees shall receive a uniform allowance in the amount of one thousand and 00/100 dollars ($1,000.00) within thirty (30) days of their hire date. Effective for calendar year 2013 only, and payable at the next regular pay period following ratification of this Agreement, each member of the bargaining unit shall receive a one time, lump sum, uniform allowance adjustment equal to the total sum of eight hundred dollars ($800.00) plus any amount remaining and unspent in that employee's 2012 uniform allowance account.

Section 34.2 Effective January 1, 2013, All non-probationary members of the bargaining unit shall receive an annual uniform allowance in the amount of one thousand and 00/100 dollars ($1,000.00).

Section 34.3 An employee may carry over no more than one hundred seventy-five dollars ($175.00) of one year's uniform allowance into a subsequent year.

Section 34.34 The uniform allowance may be utilized by a member of the bargaining unit for purchase or maintenance/cleaning of all required uniform clothing, components, shoes, rain gear, leather, weapons, badges and other required decoration. Plain clothes officers (Detectives) may utilize their allowance for the purchase of civilian clothing. The Employer shall provide each member of the bargaining unit with a protective vest and agrees to replace protective vests as necessary in accordance with the manufacturer's recommendations.

Section 34.5 Whenever personal items required in the performance of police duties are damaged or destroyed while on duty, the Township shall repair or replace same up to a maximum of one hundred fifty dollars ($150.00) per occurrence. Proof of cost incurred is required.

ARTICLE 35

TRAINING AND SCHOOLING

Section 35.1 Each member of the bargaining unit, upon prior approval of the Chief or his designee, may attend seminars, specialized training or continuing legal education, so long as the scope or topic of said program or session is directly related to the employee's job duties and responsibilities.

Section 35.2 Upon prior approval of the Chief or his designee, all costs associated with such training (fees, tuition, supplies, and room and board) shall be paid by the Employer.

Section 35.3 The Employer will furnish a vehicle for transportation or reimburse the employee for use of his personal vehicle if a township vehicle is not available for use.

The Employer will furnish a vehicle for transportation. In the event no vehicle is available for the employee's use, the employee may elect to use his personal vehicle and be reimbursed for actual mileage incurred.

Section 35.4 The Employer shall pay the employee for all time traveling to and from schooling outside the limits of the county. All verified flat rate fees, tuition, lodging and related expenses, shall be paid in advance to the vendor. The employee shall be paid reasonable travel time in addition to class time for any single day school.

ARTICLE 36

EXPENSE ALLOWANCE

Section 36.1 Any employee who is required, upon prior approval of the Chief or his designee, to use his personal vehicle in the performance of such employee's township duties or for training purposes, other than transportation to and from his place of duty, shall be reimbursed for mileage at the current IRS rate of reimbursement upon submission to the Chief or his designee a statement indicating the date, time, and purpose of the travel and the number of miles actually driven. Any employee required by the Employer to stay overnight, outside the limits of the county, in the performance of his departmental duties, or for training purposes, shall be reimbursed for the cost of any overnight accommodation incurred and for meals, consistent with township policy.

Section 36.2 The employee agrees to not seek reimbursement for food and lodging when such food and lodging is available through the Ohio State Highway Patrol Academy or the Ohio Police Officers Training Academy.

ARTICLE 37

RETENTION OF BENEFITS

Section 37.1 All of the Employer's rules, regulations, resolutions and practices, as they are currently in effect, and as they may be changed from time to time, shall remain in full force and effect during the life of this Agreement. Any current rules, regulations, resolutions and practices that conflict with the terms of this Agreement shall be deemed as subservient to the terms of this Agreement. In no way is this or any provision of this Agreement to be construed as limiting or impairing management rights as enumerated in Article 7.

ARTICLE 38

CANINE

Section 38.1 The Employer agrees to pay the cost of feeding and veterinarian services required by the canine.

Section 38.2 The Employer agrees to pay the cost of housing the canine in a kennel while handler is on vacation or otherwise unable to attend to the canine's needs.

Section 38.3 The Employer agrees to credit the handler with five (5) hours compensatory time each week as compensation for caring for the canine while off duty. Said compensation is intended as and to be construed as payment for any prior claim or entitlement to payment for canine handling before the effective date of this Agreement.

Section 38.4 The Employer agrees to give the handler priority over other persons seeking private ownership of township canines retired from police service.

ARTICLE 39

MISCELLANEOUS

Section 39.1 Except when a member of the bargaining unit is found by a court to have acted in an intentional, willful, wanton or malicious manner, the Employer shall indemnify and hold harmless the member of the bargaining unit from any liability arising from or because of or due to any claim or suit brought against such employee arising from or because of any action on or in behalf of such employee within the scope of his employment.

Section 39.2 Employer shall defend and indemnify an employee of the bargaining unit in accordance with Chapter 2744 of the Ohio Revised Code.

Section 39.3 The employee shall be permitted to retain residency as permitted by law.

Section 39.4 In the event the Employer requires a member of the bargaining unit to undergo any physical, medical, psychological, or other examination, the Employer shall pay the cost of the examination and shall pay the employee for the time spent undergoing such examination.

Section 39.5 Each employee shall be granted two (2) fifteen (15) minutes break periods and one (1) forty-five (45) minute lunch period during each eight (8) hour shift. These rest periods are intended to be a recess to be proceeded and followed by extended work periods, and may not be used to cover an employee's late arrival to work or early departure nor they be regarded accumulative if not used. This provision shall not be construed to be a relief from duty.

Section 39.6 As far as legally permissible, should the Township of Perry incorporate, during the term of this Agreement, it agrees to maintain employees covered by this Agreement and the job title held and at the salaries received at the time of incorporation. All of the portions of this Agreement will continue to be in effect after incorporation.

Section 39.7 All rights, privileges, and working conditions enjoyed by the Bargaining Unit Members at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

Section 39.8 During the term of this Agreement, if negotiations with any other Township employee bargaining groups receive economic benefits from the Township which are greater than those within this Agreement, the Township and the FOP shall re-open negotiations on only those economic issues.

ARTICLE 40

DURATION OF AGREEMENT

Section 40.1 This Agreement shall be effective January 1, 2013, and shall remain in full force and effect until December 31, 2015.

Section 40.2 If either party desires to make any changes in the Agreement for a period after December 31, 2015, then notice of such desire shall be given prior to October 1, 2015. If such notice is given, this Agreement shall remain in effect until the parties reach Agreement on a new contract.

EXECUTION

In the witness here whereof, the parties hereto have caused this Agreement to be duly executed this ____ _____ day of _____, 2013.

FOR THE EMPLOYER:

Craig E. Chessler
Perry Township Trustee

Doug Haines
Perry Township Trustee

Lee Laubacher
Perry Township Trustee

FOR THE UNION:

Local Representative

Charles Wilson, Legal Counsel
FOP, Ohio Labor Council, Inc.

Approved as to form and legal sufficiency:

Charles D. Hall, III
Law Director

FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.
222 EAST TOWN STREET
COLUMBUS, OH 43215-4611
(614) 224-5700
FAX (614) 224-5775
1-800-FOP-OLCI

O.L.C. Unit_____ Employer_____
O.L.C. Grievance No._____ Address_____
Phone No. ( )_____

GRIEVANCE REPORT FORM

PLEASE PRINT OR TYPE

Name of Grievant_____ Badge No._____
Grievant address_____ Phone No. ( )_____
Classification_____ Assignment_____
Shift_____ Date of appointment_____
Immediate Supervisor at time of incident_____
O.L.C. Representative_____ Date and time_____
Grievance first discussed with_____ Date and time_____
Article and section number of contract violation_____
Statement of grievance (Give times, dates, who, what, when, where, why, and how):

_____
_____
_____
_____
_____

Remedy requested:

_____
_____

Grievant's signature_____ Date and time_____

STEP ONE
Received by_____ Date and time_____
Respondent Name and Title
Date of meeting_____ Time_____ Place_____
Step one response_____

_____
_____
_____
_____
_____ _____
Name and Title Date and Time
Received by_____ _____
Grievant Date and Time

ANSWER IS: Accepted _____ Rejected _____

STEP TWO if applicable

Received by_____ Date and time_____

Respondent Name and Title

Date of meeting_____ Time_____ Place_____

Step two response_____

_____

_____

_____

_____

_____ _____

Name and Title Date and Time

Received by_____ _____

Grievant Date and Time

ANSWER IS: Accepted _____ Rejected _____

STEP THREE if applicable

Received by_____ Date and time_____

Respondent Name and Title

Date of meeting_____ Time_____ Place_____

Step three response_____

_____

_____

_____

_____

_____ _____

Name and Title Date and Time

Received by_____ _____

Grievant Date and Time

ANSWER IS: Accepted _____ Rejected _____

STEP FOUR if applicable

Received by_____ Date and time_____

Respondent Name and Title

Date of meeting_____ Time_____ Place_____

Step four response_____

_____

_____

_____

_____

_____ _____

Name and Title Date and Time

Received by_____ _____

Grievant Date and Time

ANSWER IS: Accepted _____ Rejected _____

F.O.P./O.L.C. intention to arbitrate (Yes) _____ (No)_____ _____

Signature

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

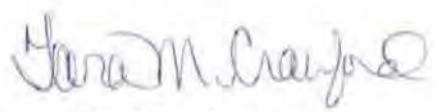
IN THE MATTER OF:

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., EMPLOYEE ORGANIZATION,	}	Case No(s): 12-MED-09-1003 (Patrol et al)
and,	}	
PERRY TOWNSHIP TRUSTEES, EMPLOYER.	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files the Collective Bargaining Agreement executed between the parties in the above captioned case(s). The Contract Data Summary Sheet will be forthcoming.

Respectfully Submitted,



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

cc: Mr. Charles Hall, chall@perrytwp.com