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12/12/2013

# **CONTRACT**

**BETWEEN**

**BLENDON TOWNSHIP  
FRANKLIN COUNTY, OHIO**

**AND THE**

**FRATERNAL ORDER OF POLICE,  
CAPITAL CITY LODGE#9**



**JANUARY 2013 - JANUARY 2015**

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**ARTICLE 1**  
**CONTRACT**

Section 1.1 Contract. This Contract is entered into by and between the Township of Blendon, Franklin County, Ohio, hereinafter referred to as the Township, and the Fraternal Order of Police, Capital City Lodge #9, hereinafter referred to as the Lodge.

Section 1.2 Purpose. This Contract is made for the purpose of establishing wages, hours and other terms and conditions of employment of members of the bargaining units represented by the Lodge and, in order to maintain harmonious relationships, provide for the orderly administration of this Contract.

Section 1.3 Legal References.

- A. This Contract shall be interpreted in accordance with the provisions of Chapter 4117 of the Ohio Revised Code.
- B. Should any part of this Contract 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 Contract 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 Contract by final order issued by a tribunal of competent jurisdiction or by operation of law, and upon written request by either party, the Township and the Lodge shall meet within thirty (30) days of receipt of a written request from either party, in an attempt to modify the invalidated provisions by good faith negotiations.

The Township and the Lodge agree that no elected official of the Township or Lodge Representative shall ask a Bargaining Unit member hereunder to make any written or verbal agreement which would conflict with this Contract.

Section 1.4 Sanctity of Contract. Unless otherwise specifically provided in this Contract, no changes in this Contract shall be negotiated during its duration unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Contract, must be in writing and signed by parties.

**ARTICLE 2**  
**RECOGNITION**

Section 2.1 Recognition. The Township recognizes the Lodge as the sole and exclusive representative in all matters relating to wages, hours, and other terms and conditions of

employment, and the continuation, modification or deletion of any provision of this Contract, for all regular full-time police officers employed by the Township in the following ranks:

Bargaining Unit A  
Sergeant

Bargaining Unit B  
Officer

Section 2.2 Exclusions. Pursuant to Section 4117.06 of the Revised Code, the position of Chief shall be excluded from Bargaining Unit A. Pursuant to Section 4117.01(F)(2), the position of Lieutenant shall be excluded from Bargaining Unit A, provided that the Lieutenant, in the absence of the Chief, exercises the authority and performs the duties of the Chief.

Section 2.3 Reference. Reference throughout this Contract to member, members or Bargaining Unit members shall mean members within both Bargaining Units, unless specified otherwise by the Contract.

### **ARTICLE 3**

#### **NON-DISCRIMINATION**

Section 3.1 Joint Pledge. As provided by law, the Township and the Lodge shall not unlawfully discriminate against any Bargaining Unit member on the basis of age, sex, marital status, race, color, creed, national origin, political affiliation, military status, disability or application for or participation in the Ohio Workers' Compensation program.

Section 3.2 Township Pledge. The Township agrees not to interfere with the rights of Bargaining Unit members to become members of the Lodge, and the Township shall not discriminate, interfere, restrain or coerce any member because of Lodge membership or because of any legal member activity in an official capacity on behalf of the Lodge, as long as the activity does not conflict with the terms of this Contract.

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

### **ARTICLE 4**

#### **LODGE SECURITY**

Section 4.1 Lodge Business. The Lodge President, or designee(s), shall be permitted to transact official Lodge business at departmental work sites at reasonable times, provided that normal departmental operations shall not thereby be interfered with or interrupted. The Chief of Police, or in his absence, the Lieutenant, shall be notified in advance of such visitation.

Section 4.2 Grievance Chairmen. The Township recognizes two (2) Grievance Chairmen, appointed by the Lodge President, one (1) from each Bargaining Unit. Such Grievance Chairmen must be members in their respective Bargaining Unit. The Lodge President shall notify the Township in writing of the appointment of the Grievance Chairmen.

Where a Grievance Chairman is an individual grievant, the Lodge President may appoint another bargaining unit member to serve as an ad hoc Grievance Chairman for purposes of progressing the individual grievance. The Township shall be notified in writing by the Lodge President of such appointment.

Section 4.3 Grievance Activities. A member and/or Grievance Chairman may pursue grievances during their regular tour of duty with prior approval of their respective supervisors, provided that normal departmental operations shall not thereby be interfered with or interrupted.

Section 4.4 Bulletin Board. The Lodge shall be permitted to continue to maintain a Lodge bulletin board, not to exceed 2' by 4', at departmental headquarters. Consistent with past practice, Lodge bulletins and Lodge material only will be permitted to be posted on this board. In the event inappropriate material is placed on the Lodge bulletin board, it shall be immediately removed by a Lodge Representative.

Section 4.5 Ballot Box. The Lodge shall be permitted, upon prior notification to the Chief of Police, to place a ballot box in the roll call room for the purpose of collecting members' ballots on all Lodge issues subject to ballot. Such box shall be the property of the Lodge and its contents shall not be subject to the Department's review.

Section 4.6 Bargaining Unit Meetings. The Lodge shall be permitted, upon prior notification to and approval of the Chief of Police, to hold meetings, for the Lodge members in the Bargaining Units or for all Bargaining Unit members, at departmental headquarters or other Township building, room or facility. The Chief shall not unreasonably withhold approval for such meetings, provided that normal departmental and/or Township operations shall not thereby be interfered with or interrupted.

Section 4.7 Use of Intra-Department Mails and E-Mail Systems. The Lodge shall be permitted to utilize the intra-departmental mail and e-mail systems for the purpose of providing information pertaining to Lodge business or Bargaining Unit representation to members. The Lodge agrees that the use of these systems will be reasonable and limited to providing information that is necessary for the normal conduct of the Lodge business or Bargaining Unit representation. All mail placed into the mail system by the Lodge shall be the property of the members to whom it is addressed, and such mail shall not be subject to the Township's review by either the Township or the Department. No confidentiality shall attach to the Lodge's use of the e-mail system and the Township reserves the right to monitor e-mail content and usage.

Section 4.8 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 and/or Township 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.

## ARTICLE 5

### DUES DEDUCTION

Section 5.1 Dues Deduction. The Township agrees to deduct Lodge membership dues, initiation fees and assessments in accordance with this Article and Section 4117.09(B) of the Revised Code, for all Lodge members.

The Township agrees to deduct regular Lodge membership dues, initiation fees and assessments each month from the pay of any member in the Bargaining Units eligible for Lodge membership upon receiving written authorization for dues deduction signed by the individual member. The signed payroll dues deduction form must be presented to the Township by the member. Upon receipt of the proper authorization for dues deduction, the Township will deduct Lodge dues, initiation fees and assessments from the payroll check for the pay period in which dues are normally deducted following the pay period in which authorization was received by the Township.

Upon the Lodge's request, the Township shall provide the Lodge with additional payroll deduction(s) for the purpose of the Lodge providing Lodge member benefits on a voluntary basis, provided that the Township payroll accounting system possesses sufficient capacity and capability for additional deduction(s).

Section 5.2 Fair Share Fee.

- A. Bargaining unit members who are not members of the Lodge, shall as a condition of employment, pay to the Lodge a fair share fee. The amount of the fair share fee shall be determined by the Lodge, but shall not exceed dues paid by members of the Lodge who are in the bargaining units. Such fair share fee shall be certified by the Lodge to the Township by February 1 of each year and/or at such times during the term of this Contract as necessary to be accurate. Such payment shall be subject to an internal Lodge rebate procedure meeting all requirements of state and federal law.
- B. For the duration of this Contract, such fair share fee shall be automatically deducted by the Township from the payroll check for each bargaining unit member who is not a member of the Lodge. The automatic deduction shall be made in the first pay period of each month. The Township agrees to furnish the Financial Secretary of the Lodge once each month, a warrant in the aggregate amount of the fair share fees deducted from that calendar month, together with a listing of the bargaining unit members for whom said deductions are made.
- C. The automatic deduction shall be initiated by the Township whenever a

bargaining unit member who is not a member of the Lodge has completed his or her first sixty (60) days of employment.

Section 5.3 Processing. The Township shall be relieved from making deductions pursuant to Section 5.1 or 5.2, upon a member's: (1) termination of employment; (2) transfer to a job other than one covered by the Bargaining Unit; (3) layoff from work; or (4) agreed unpaid leave of absence.

The Township shall not be obligated to make deductions from any member who, during any deduction months involved, shall have failed to receive sufficient wages to equal the deduction.

The parties agree that neither the members or the Lodge shall have a claim against the Township for errors in the processing of deductions, unless a claim of error is made to the Township in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Lodge deduction would normally be made by deducting the proper amount.

The rate at which deductions are to be made shall be certified to the Township Clerk by the Lodge at such times as to be accurate. One (1) month advance notice must be given the Township Clerk prior to making any changes in an individual's deductions.

Section 5.4 Lodge Indemnification. The Lodge will indemnify and hold the Township harmless from any claims, actions or proceedings by a member arising from dues deductions made by the Township pursuant to this Article. Once the dues deductions are remitted to the Lodge, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Lodge.

Section 5.5 Payroll Processing Reimbursement. The Township may, at its option, assess the Lodge a reasonable fee to offset the Township's cost of providing payroll deduction of Lodge dues, initiation fees, benefits, and assessments; provided, however, that the Township shall provide the Lodge thirty (30) days notice of a decision to assess such a fee. In all cases, such fees shall be in an amount not greater than is necessary to reimburse the Township the costs incurred by it in providing the payroll deductions required under this Article 5.

## ARTICLE 6

### GRIEVANCE PROCEDURE

Section 6.1 Grievance Defined. The term grievance shall mean an allegation by an aggrieved Bargaining Unit member or the Lodge that there has been a breach, misinterpretation, or improper application of this Contract.

Section 6.2 Procedure. All grievances must be processed at the proper Step in the progression in order to be considered at any subsequent Step. A grievance may be brought by the Lodge or any aggrieved member. Where a group of members desires to file a grievance involving a situation affecting each member in the same manner, one member selected by such group shall process the grievance. The Lodge may bring a grievance in its own name or through a designated Grievance Chairman.

Any member or the Lodge may withdraw a grievance at any point by submitting in writing a statement to the effect or by permitting the time requirement at any Step to lapse without further appeal.

Any grievance not answered by management at Step 2 or 3 within the stipulated time limits may be advanced by the member to the next Step in the grievance procedure. All time limits on grievances may be waived by mutual consent of the parties. For purposes of computing time under this procedure, where the last day a grievant or respondent is required to perform an 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 performing the act shall be extended to the end of the next working day for such person. Furthermore, if an office specified for receipt of 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 6.3 Grievance Form. Written grievances must contain the following information set forth on the grievance form (Appendix A):

- A. An assigned number, (e.g. 01-2000);
- B. Grievant's name and signature;
- C. Aggrieved member's rank;
- D. Date grievance was first discussed with Chief;
- E. Date grievance was filed in writing;
- F. Description of incident giving rise to the grievance, including date and other relevant facts;

- G. Articles and Sections of the Contract alleged to be violated; and
- H. Resolution requested.

The Lodge shall be responsible for the duplication, distribution and own accounting of the grievance forms.

Section 6.4 Steps. The following Steps shall be followed in the processing of a grievance, in order for a grievance to receive consideration:

Step 1. Informal Step: A grievance must be presented within ten (10) calendar days of the date the grievant has knowledge of the incident or circumstance giving rise to the grievance. At this Step, the grievance will be presented at an oral discussion between the grievant and the Chief of Police, or his designee, as a preliminary step prior to pursuing the formal steps of the grievance procedure. This oral discussion will take place within fourteen (14) calendar days of the Chief receiving the grievance. The Grievance Chairman may be involved in this informal Step. The Chief, or designee, shall provide an oral answer to the grievant and/or the Grievance Chairman within ten (10) calendar days of the oral discussion.

Step 2. Chief (or Designee): If the grievant and the Chief are unable to resolve the grievance in the informal Step, the grievant may process the grievance to Step 2. The grievant will present the alleged grievance, in writing, within ten (10) calendar days following the Chief's oral response using the grievance form. It shall be the responsibility of the Chief to investigate and provide a written answer to the grievant and/or Grievance Chairman within ten (10) calendar days following the day on which the Chief was presented the written grievance.

Step 3. Trustees: The grievant may process the grievance to the Trustees within ten (10) calendar days after receiving the Step 2 reply. The Trustees, or their designee, shall have fourteen (14) calendar days in which to schedule a meeting, if they deem such necessary, with the grievant and, if requested, the Grievance Chairman or Lodge Representative. The Trustees or designee shall investigate and attempt to adjust the matter and shall respond to the grievant and/or Grievance Chairman with a written answer within ten (10) calendar days after the Trustees receive the grievance. Should the grievant not be satisfied with the Township Trustees' response to the grievance, the grievant shall notify the Grievance Chairman of the grievant's desire to proceed to arbitration to the Lodge President. Should the Lodge President determine to proceed to arbitration with the grievance, the Lodge President shall so notify the Board of Township Trustees by written notification. This written notification shall be delivered to the office of the Trustees within fourteen (14) calendar days after the grievant's receipt of the Township Trustees' written response.

Section 6.5 Qualifications. When a member covered by this Contract chooses to represent himself or herself in a grievance, the Township will advise the Lodge of its

disposition and will allow the Grievance Chairman to be present for any oral discussion or meeting at which the grievance is resolved. No settlement shall be in conflict with any provisions of this Contract. In addition to the Grievance Chairman, a Lodge Representative may accompany a grievant to a meeting held at Step 2 or 3.

## **ARTICLE 7**

### **ARBITRATION**

Section 7.1 Selection of Arbitrator. Within fourteen (14) calendar days following the receipt of the Lodge President's written notification of the Lodge's intention to proceed to arbitration, the Board of Trustees, or their designee, and the Lodge President, or designee, may consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on the selection of an arbitrator, the parties will, by joint letter, request that the Federal Mediation and Conciliation Service submit a panel of seven (7) arbitrators, with Ohio residences or business addresses, from which the Township and the Lodge shall select one by mutual agreement. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties alternately striking names and selecting the final remaining name.

Section 7.2 Authority of Arbitrator. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing testimony from both parties and applying the rules of the Arbitration Tribunal. It is expressly understood that the ruling and decision of the arbitrator shall be final and binding.

Section 7.3 Arbitration Costs. The costs of any proof produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, of the hearing room shall be born equally by each party. The expense of any nonmember witness shall be born, if at all, by the party calling them. The fee of the court reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter or request a copy of a transcript. Any affected member in attendance for such hearing shall not lose pay or other benefits to the extent such hearing hours are during such member's normally scheduled working hours on the day of the hearing. The Township shall not incur any overtime expense as a result of this Article.

Section 7.4 Arbitrator's Award. The arbitrator shall render in writing the findings and award as quickly as possible within thirty (30) calendar days after the hearing record is closed, and shall forward such findings and award to the designated representatives of the Township Trustees and to the Lodge President.

## **ARTICLE 8**

### **MANAGEMENT RIGHTS**

Section 8.1 Management Responsibilities. The Lodge recognizes the right and authority of the Township to administer the business of the Township and recognizes that in addition to other functions and responsibilities which are required by law, the Township has and will

retain the full right and responsibility, as permitted by law, to direct the operations of the Township, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, more particularly including:

- A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, demote, discharge or discipline, and 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 Township's goals, objectives, programs, services, and budget and to utilize personnel and technology in a manner designed to effectively meet these purposes;
- D. to determine the size and composition of the work force and the employer'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 and to establish the necessary work rules for all employees;
- F. to determine when a job vacancy exists, what duties are to be included in all job classifications, and what standards of quality and performance are to be maintained;
- G. to maintain the security of records and other pertinent information;
- H. to determine and implement necessary actions in emergency situations.

Section 8.2 Limitations. The exercise of the foregoing powers, rights, authority duties and responsibilities, the adoption of reasonable policies, rules, regulations and practices in furtherance thereof, and the use of judgment or discretion in connection therewith shall be limited only by the specific and express terms of this Contract. The Township is not required to bargain with the Lodge during the term of this Contract 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 Contract. A member or the Lodge may raise a legitimate complaint or file a grievance based upon violation of this Contract.

## **ARTICLE 9**

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

Section 9.1 Waiver. In cases of emergency declared by the Blendon Township Trustees or the Chief of Police, such as acts of God or civil disorder, the following conditions of this Contract shall automatically be suspended solely for the duration of the emergency:

- A. Time limits under the grievance or arbitration procedure.

- B. Restrictions relating to the assignment of all members.

## ARTICLE 10

### CORRECTIVE ACTION

Section 10.1 Discipline for Just Cause. No member shall be subjected to documented corrective counseling, reprimanded, suspended, demoted in pay or rank, or removed except for just cause, except as otherwise provided in either Section 15.1 as to the removal of initial probationary employees or in Section 15.2 as to the demotion of promotional probationary employees.

Section 10.2 Progressive Discipline. The principles of corrective action will ordinarily be followed for charges other than insubordination, serious misconduct or conduct which is a serious violation of law. However, the charge of insubordination will only be used when no other charge is applicable to the conduct considered insubordinate and only when the member has been informed that his or her conduct, if continued, will be considered insubordination.

Ordinarily, progressive disciplinary action will involve documented corrective counseling before a written reprimand, a written reprimand before a suspension, and a suspension before demotion and/or removal. If the offense is of a serious nature, the Police Chief and/or Trustees may determine that a different disciplinary sequence be utilized. When disciplinary action is proposed, the member and his or her Lodge representative will be allowed an opportunity to meet with the Police Chief to discuss the matter.

For non-serious infractions of the Department rules, regulations and/or policies, the member shall ordinarily receive documented corrective counseling. Documented corrective counseling shall not be recorded or placed in a member's personnel file, but the Chief or a supervisor may retain private notes to document the documented corrective counseling. Written reprimands shall be maintained in the member's personnel file.

The commission of a third offense for which documented corrective counseling could be given shall constitute a serious infraction of the rules, regulations and/or policies of the Department.

Section 10.3 Duration of Disciplinary Records. Documented corrective counseling shall be retained in a supervisor's file and cease to have force and effect six (6) months after issuance, provided no further corrective action has occurred. A documented corrective counseling which has no further force and effect will, upon the member's request, be removed from a supervisor's file and returned to the member after the expiration of the six month period. Records of disciplinary actions which result in a written reprimand will, upon the member's written request, be removed from the member's personnel file and returned to the member, subject to the Township's records retention schedule, no later than twelve

(12) months after such action was taken, provided no further corrective action has occurred. Records and disciplinary action for which a suspension is given will be removed from the personnel file of the member upon his or her written request and returned to the member, subject to the Township's records retention schedule, no later than two (2) years after such action was taken provided no further corrective action has occurred.

Written reprimands and/or records of suspension so removed from a personnel file shall be returned to the member. The Chief may maintain a memorandum of removed records of disciplinary action, and will not maintain said memorandum in the member's personnel or supervisory file.

Further, no supervisor shall maintain any record, note or facsimile of any item that has been removed from a member's file and returned to the member, other than the above mentioned Chief's memorandum of removal. One supervisory file may be maintained at the police department, not accessible to other members, and is subject to inspection by the member concerned and/or the supervisor's chain of command.

Section 10.4 Private Action. The Township agrees that all disciplinary procedures shall be carried out in private, if so requested by the member, and in a businesslike manner.

Section 10.5 Disciplinary Procedure. When there is reason to believe that a member is guilty of a serious infraction which may lead to suspension, demotion, and/or removal, the Board of Trustees shall utilize the following procedure:

- 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 allegations then existing shall be served upon the member, either by personal service or by certified mail. Prior to the hearing, the member shall be provided with a written explanation of the reasons for the proposed disciplinary action.
- B. Prior to any suspension, demotion or removal, the Board of Trustees shall conduct a hearing on the allegations against the member. 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 the member shall have the right to be represented by a Lodge attorney, to present evidence on his or her behalf and to question adverse witnesses. Pending any hearing, the Board of Trustees may place the member on paid administrative leave.
- C. For purposes of this hearing 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 for the exercising and enforcing of this provision. The Board shall cause the hearing to be transcribed by a court reporter.
- D. The parties intend the provisions of this procedure to supersede any conflicting provisions contained in the Ohio Revised Code.

Section 10.6 Appeals. Except as provided in Section 15.1 of this Contract, members may elect to appeal a decision of the Board of Trustees to impose a suspension, demotion or removal directly to arbitration, with the approval of the Lodge President, as provided in Article 6. In the event that the Bargaining Unit member appeals the finding of the Board of Trustees to arbitration, as provided in Article 6, the member and the Lodge shall be precluded from pursuing any appeal to the Common Pleas Court, except as provided in Ohio Revised Code Chapter 2711.

## ARTICLE 11

### INTERNAL REVIEW PROCEDURES

Section 11.1 Recognition. The parties recognize that the Township has the right to expect that professional standards of conduct will be adhered to by all employees of the Township, regardless of rank or assignment.

Since internal investigations may be undertaken to inquire into complaints of misconduct by members, the Township reserves the right to conduct such investigations to uncover the facts while protecting the rights and dignity of an accused member. In the course of any internal investigation, all investigative methods employed shall be consistent with applicable laws.

Section 11.2 Scope. This article is designed to address the procedures used for internal investigations of members. Internal investigations shall be conducted by the assigned supervisor or the Chief, depending upon the nature of the complaint/allegation.

Section 11.3A Complaints. In order for a non-criminal complaint to be investigated under this section, the complaint must be in writing, signed and dated by the complaining party or the complaining party's attorney, parent, or legal guardian prior to the investigation, except that an anonymous complaint may be investigated provided that it is received by the Township within thirty (30) days after the alleged event occurred. In order for a non-criminal complaint to be considered as a possible grounds for discipline, the complaint must be filed in writing within thirty (30) calendar days after the alleged event occurred. A complaint that could be considered criminal in nature or a violation of the Township's EEO policy shall be investigated, either criminally or administratively or both, at all times.

When a timely anonymous complaint is made and there is no corroborative evidence of any kind obtained at the time of the complaint, the complaint shall be classified as unfounded and the accused member shall be given a written summary or copy of the anonymous complaint, but shall not be required to submit a written report regarding the allegation. This does not preclude a constructive discussion between the member and his or her supervisor.

Section 11.3B Complaints.

The investigation of complaints shall be concluded within one hundred and eighty (180) days after the date the complaint was received by the Township. This deadline may

be extended by the Lodge upon written request from the Township. Such request will set forth rationale for the Township's inability to meet the one hundred and eighty (180) day deadline and include an estimated time of completion. An agreement to extend an investigation beyond the one hundred and eighty (180) days will not be unreasonably withheld by the Lodge. An investigation will be considered concluded on the date it is initially forwarded to the chain of command for review. The one hundred and eighty (180) day limit shall be held in abeyance pending determination by the chain of command to investigate criminal activity and during any on-going criminal investigation. If during the one hundred and eighty day (180) limit, or during any approved extension, information previously unknown to the Township is discovered indicating that the complaint may be criminal in nature, then the one hundred and eighty (180) day limit, plus any approved extension, may, at the Townships discretion, be held in abeyance pending resolution of the criminal investigation. Further, the one hundred and eighty (180) day limit shall not apply to any chain of command review. At the conclusion of any investigation, the member shall be informed in writing of the outcome.

Section 11.4 Polygraph Examination. No member may be given a polygraph examination, voice analysis stress test, or a similar lie detection test without his or her written consent. The fact that a member refuses to take such an examination or test will not be introduced into evidence in any administrative hearing. Such examinations or tests will be given only if a member is the primary focus of an investigation, a known witness to an incident, or if the member makes a written request directly to the Chief of Police that such an examination or test be given. Provided that the member consents to an examination or test, the Chief must give his or her advance written approval for such an examination.

Polygraph examinations, if administered, shall be given by an examiner certified by a school accredited by the American Polygraph Association. The examiner shall be determined by the Chief of Police, shall be from an outside agency, and shall have no interest in the proceedings. The results of the polygraph examination cannot be used in any subsequent administrative action without agreement by the Township and the member as to such use. The polygraph examination shall be administered, and the results thereof used in conjunction with current applicable law.

Section 11.5 Conduct of Questioning.

- A. Prior to any internal investigation questioning of a member, the member shall be informed, to the extent known at that time, of the nature of the investigation, administrative or criminal, and shall be provided a copy of any written complaint or a written factual summary or copy of any anonymous complaint made against him. The member will also be provided all documents and materials related to and compiled as part of the investigation if the member or his or her Lodge representative request them. Only the documents and materials that would be subject to public record will be given to the member. If a member requests these materials they will be made available to them at least 48 hours prior to the interview. If the complaint is criminal in nature, or if the investigator reasonably believes that

criminal charges are contemplated, the member shall be informed of his or her constitutional rights in accordance with the law, in advance of any questioning.

- B. Any internal investigation questioning of a member shall be conducted at hours reasonably related to the member's shift. Such sessions shall be for reasonable periods of time with sufficient allowances made during the questioning for a member's attendance to physical necessities. The member shall be permitted to obtain Lodge representation. The Lodge representative or Lodge attorney shall be permitted to be present during questioning at the member's request, and shall be afforded a reasonable opportunity to consult with the member before and/or during the questioning. The questioning shall not be delayed an unreasonable period of time awaiting the arrival of the Lodge representative or Lodge attorney.
- C. Before the member may be charged with insubordination for refusing to answer questions or participate in any investigation, the member shall be advised that such conduct, if continued, may be the basis for the charge.

A member who refuses to answer questions or participate in any investigation shall not be charged with insubordination when such refusal is based on an exercise of his or her constitutional rights when criminal charges are contemplated.

- D. Any statement or evidence obtained in the course of questioning through the use of administrative pressures, threats, coercion or promises shall not be admissible in any subsequent criminal action or administrative proceedings. However, explaining to the member that potential corrective action could result if the member continues to refuse to answer questions or participate in an investigation shall not be considered as administrative pressures, threats, coercion or promises.
- E. All questioning of the member and/or any witnesses shall be recorded by the Township. Recordings may also be made by the member and/or his or her Lodge representative or Lodge attorney, at the request of the member.
- F. The provisions of this Section apply to members called as witnesses.

## **ARTICLE 12**

### **MAINTENANCE OF PERSONNEL RECORDS**

Section 12.1 Review of Personnel Files. Every member, or designee, shall be allowed to inspect his or her personnel/supervisory file upon the member submitting a written request to his or her supervisor. As soon as reasonable, but no later than fourteen (14) calendar days after the request, the member, or designee, shall be permitted to inspect his or her personnel supervisory file. The member will sign a form provided by the Township stating the date and time of the inspection.

All inspections of personnel files by the member or by others pursuant to Section 149.43 will be conducted in the presence of the Township Clerk and/or the Clerk's designee.

Upon a request to review a member's personnel file pursuant to Section 149.43 of the Ohio Revised Code, the Township Clerk will make a reasonable attempt to notify the member of the request unless such notification would violate federal or state law.

Section 12.2 Inaccurate Documents. Should any member have reason to believe that there are inaccuracies in documents contained in such member's file, the member may notify the Chief in writing of the alleged inaccuracy. Material will be removed from the file and destroyed, subject to the Township's records retention schedule, when a member's claim that it is inaccurate, irrelevant, untimely or incomplete is verified and sustained by the Chief. 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.

Section 12.3 Copies of Records of Disciplinary Action. A copy of any record of disciplinary action which has been placed in the member's personnel/supervisory file shall be provided to the member at the time of its placement. Unfounded citizen's complaints and anonymous charges shall not be placed in the member's personnel/supervisory file.

Section 12.4 Location of Files. All members' personnel files shall be maintained by the Township Clerk. All members' supervisory files shall be maintained by the Chief of Police or his or her designee. Other than these two aforementioned files, no supervisor shall maintain any other files on any member.

Section 12.5 Access to Files. Personnel/supervisory files shall be accessible pursuant to O.R.C. 149.43.

## **ARTICLE 13**

### **WORK RULES**

Section 13.1 Work Rules. The Township agrees that work rules shall be reduced to writing where practicable and provided to all members in advance of their implementation. Any charge by a member that a work rule is in violation of this Contract or has not been uniformly applied, shall be a proper subject for a grievance. The Township will provide copies of any revised or new work rules to the Lodge in advance of their intended effective dates. Work rules, regulations, and policies and procedures shall be issued as revisions to the Manual of Directives.

Work rules, regulations, and policies and procedures must be clear, concise and up-to-date. Further, they shall not be in conflict with this Contract. In addition, memoranda,

notices, and other postings are not a substitute for proper and timely revision of the Manual of Directives.

## ARTICLE 14

### SENIORITY

Section 14.1. Seniority Defined. For purpose of determining seniority service requirements under this Contract, seniority shall mean a member's length of service with the Police Department as regular, full-time service as a Constable, regardless of rank. Approved leaves of absence, whether paid or unpaid, shall not be considered interruptions in length of service for the purposes herein before stated. Notwithstanding the foregoing, time spent while on suspension without pay or unauthorized leave, shall not be deemed a break in service, except that such time shall not be credited for purposes of determining seniority. Service shall be considered continuous for a member except where interrupted by resignation, retirement, or discharge for cause, provided that a member who returned to duty under Section 24.2 shall receive continuous seniority credit for service prior to the separation and after the return to duty.

Section 14.2 Seniority List. The Township shall annually, by November 1 of each year, prepare a seniority list for all members showing each member's date of hire and his or her date of entry into his current rank. The seniority list shall be posted on the FOP bulletin board.

Section 14.3 Application of Seniority. By December 1 of each year, the Township shall post, on the bulletin board, all shifts and days off assignments that will be utilized for the next year beginning January 15. The members shall, by seniority, select their shift and days off. The shift and days off selected shall become effective on January 15. Members shall maintain these assignments unless a vacancy is created by promotion, separation from Township service, or creation of an additional assignment. Should such a vacancy occur, the vacant assignment shall be offered to each member, in order of seniority. The most senior member desiring the assignment shall fill that vacancy. This process shall be repeated for any resulting vacancies.

Any newly hired members shall receive the vacancy not requested by any more senior members.

The most senior member requesting scheduled time-off shall be granted such time over a less senior Officer. This section will not prohibit an additional assignment re-posting at any time during the calendar years as deemed necessary by the Trustees and Lodge representatives.

## ARTICLE 15

### PROBATIONARY MEMBERS

Section 15.1 Initial Probation. Every newly hired member in the rank of Officer will be required to successfully complete an initial probationary period. The initial probationary

period shall begin on the first day for which the member receives compensation from the Township and shall continue for a period of one (1) year. A newly hired probationary member may be terminated any time during this initial probationary period and shall have no recourse to the grievance or arbitration procedure concerning such termination, nor may the member appeal such a removal to the court of common pleas pursuant to Section 505.491 of the Revised Code.

Section 15.2 Promotional Probation. A newly promoted member will be required to successfully complete a probationary period in his or her 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. A newly promoted member who evidences unsatisfactory performance may be returned to his or her former rank any time during the second half of his probationary period and shall have no recourse to the grievance or arbitration procedure concerning such return.

Section 15.3 Probationary Evaluation. The Township may conduct or will conduct, at the request of the member, at least one performance evaluation during the first half of the member's initial or promotional probationary period to measure the member's fitness to continue in the position.

Section 15.4 Ineligibility For Promotion. Probationary members shall not be eligible for promotion until they have completed their probationary period.

## ARTICLE 16

### FILLING OF POSITIONS

Section 16.1 Promotions. Except as hereinafter provided, promotion to the rank of Sergeant shall be made from selection of an individual within the Department, provided that there are available for selection consideration at least three (3) Officers who have each served a minimum of twenty-four (24) months service in the lower rank and who have passed the examination prepared and/or administered by a testing agency chosen by the Township. The Township shall have the right to choose from one of the three (3) highest scorers on the examination. In the event such a pool of individuals does not exist, whether initially or as a result of the return of a promotional probationary individual to his or her former rank, then the Township shall have the right to appoint non-employees to the position. For the purpose of this Article, the term "promotion" shall mean the act of placing an individual in a position within the Bargaining Unit which carries a higher wage rate than previously held.

Selection of an individual to serve in a Lieutenant position not excluded from Bargaining Unit A shall be made by promotion from any Sergeants who have completed their promotional probationary period as Sergeant and have passed the examination prepared and/or administered by a testing agency chosen by the Township. The Township shall have the right to choose from one of the three (3) top scorers on the examination.

Promotions to Lieutenant positions not excluded from Bargaining Unit A shall be made from selection of an individual holding the rank of Sergeant within the Department (other than a promotional probationary Sergeant), provided that there are available for selection consideration at least two (2) Sergeants who have each served a minimum of eighteen (18) months service in the rank of Sergeant and who have applied for the vacancy within fifteen (15) days of its posting. If no such pool is available (whether initially or as a result of the return of a promotional probationary individual to his former rank), or if no Sergeant applies, then the Board may make the selection from other members within the Department before making the selection from individuals outside the Department. A Lieutenant shall be subject to a promotional probationary period on the same terms as provided for the rank of Sergeant in Article 14.

Section 16.2 Job Vacancy Posting. Whenever the Township determines a job vacancy exists in the Bargaining Unit which needs to be filled pursuant to Section 16.1, a notice of such opening shall be posted on the Township's bulletin board for fifteen (15) working days. During this period, members wishing to apply for the open position shall submit a written application to the Township. The Township shall not be obligated to consider any applications submitted by members after the posting date.

Section 16.3 Lateral Reassignment. The Township shall give first consideration to those timely-filed applications of members who are in the same rank of the vacant position and are, therefore, requesting a lateral reassignment to the vacant position.

Section 16.4 Rate of Pay. When any member is promoted, the member shall be compensated at the appropriate rate of pay for the rank to which promotion is made.

## ARTICLE 17

### LAYOFF AND RECALL

Section 17.1 Notification to Lodge. If the layoff of members is anticipated, the Township shall notify the Lodge of the impending layoff. The Township and the Lodge shall meet to discuss possible alternatives to the anticipated layoff.

Section 17.2 Layoff Notice. Affected members shall receive notice thirty (30) calendar days prior to the effective day of layoff. The notice shall specify the reason(s) for layoff and whether the layoff is to be a permanent nature (i.e., expected to be of more than one year's duration).

Section 17.3 Layoff Order. The Township shall determine in which rank(s) layoff(s) will occur. Where layoffs of members in a particular rank are necessary, such members shall be laid off in order of departmental seniority, beginning with the least senior and progressing to the most senior up to the number of members that are to be laid off. A member in a higher rank with more departmental seniority may displace a less senior

member in the next lower rank, and in succeeding lower ranks, until the youngest member(s) in point of service are laid off.

Section 17.4 Recall. When members are laid off, the Township shall create a recall list for each rank. When the Township recalls members from layoff within a rank, the Township shall recall such members according to departmental seniority, beginning with the most senior member in the rank and progressing to the least senior member up to the number of members to be recalled. Recall lists shall remain in effect for three (3) years after the effective date of the layoff.

When the Township recalls members off the list, they shall be recalled to their previous rank, but not necessarily to the position or shift on which they were working when laid off.

## **ARTICLE 18**

### **LABOR/MANAGEMENT MEETINGS**

Section 18.1 Quarterly Meetings. In the interest of sound labor/management relations unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time the Chief and/or designee shall meet with the Lodge Grievance Chairmen to discuss those matters addressed in Section 18.2. Additional representatives may attend by mutual agreement.

Section 18.2 Agenda. Each party will furnish an agenda to the other party at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The purpose of such meetings shall be to:

- A. discuss the administration of this Contract;
- B. notify the Lodge of proposed changes to be made by the Township which affect members;
- C. discuss grievances, but only when such discussions are mutually agreed to by the parties;
- D. disseminate general information of interest to the parties;
- E. discuss ways to increase productivity and improve efficiency;
- F. give the Lodge representatives the opportunity to share the views of their members on topics of interest to both parties; and
- G. consider and discuss health and safety matters relating to members.

Labor/management meetings are not intended to be negotiation sessions to alter or amend the Contract, but the parties may, through the labor relations process, make recommendations to the Township Trustees and Lodge President for amendment to the Contract.

Section 18.3 Special Meetings. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

## **ARTICLE 19**

### **POLITICAL ACTIVITY**

Section 19.1 Permitted Political Activity. In addition to other lawful activity, a member may:

- A. While off-duty and not in identifiable uniform, campaign by writing for publications, by distributing partisan political material, or by writing or making speeches on behalf of a candidate for partisan elective office, when such activities are directed towards party success, provided that a member may not serve as a chairman or treasurer of a partisan political candidate's campaign.
- B. Participate in a political action committee, such as the Lodge Political Screening Committee which supports partisan activity. A member may serve on the Lodge Political Screening Committee, or take such other action, at the direction of the Lodge, which would fall within the purview of said Committee.

## **ARTICLE 20**

### **SAFETY**

Section 20.1 Safety. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Township accepts the responsibility to provide safe working conditions, tools, equipment and working methods for its members. The Township will attempt to correct unsafe working conditions and see that safety rules and working methods are followed by the members. Each member accepts the responsibility to maintain his or her tools, equipment and work area in a safe and proper manner and accepts the responsibility to follow all safety rules and safe working methods of the Township. All unsafe working conditions must be reported to the Chief as soon as said unsafe working conditions are known.

## **ARTICLE 21**

### **NO STRIKE/NO LOCKOUT**

Section 21.1 No Strike. The Lodge recognizes that members are prohibited by state law from engaging in a strike. In recognition of this prohibition, the Lodge shall meet any obligation imposed upon it by state law.

Section 21.2 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.

## **ARTICLE 22**

## HOURS OF WORK AND OVERTIME

Section 22.1 Definition. The workweek shall consist of forty (40) hours based on five (5) consecutive eight (8) hour workdays and two (2) consecutive days off. The wage ranges prescribed in the pay plan are based upon an average workweek 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 leave, including holiday, vacation, injury, compensatory, military and sick leave.

Section 22.2 Overtime. Members shall be compensated at regular rates for all hours worked in paid status, except that all hours worked in excess of eight (8) hours in any day or forty (40) hours in any workweek shall be compensated for at a rate of time-and-one-half (1 ½) the member's regular rate. Members shall be paid double time their regular rate on the seventh (7th) consecutive day of work if ordered to work or appear in court. No member shall be paid for overtime work which has not been appropriately authorized. For purposes of computing overtime, a member's regular rate shall include the member's straight-time hourly rate and any shift differential, or working out of rank differential, if applicable.

Section 22.3 Call In Pay. When a member is called back for work by an appropriate supervisor on hours not abutting the member's regular shift hours, the member shall be paid or credited with a minimum of three (3) hours at the appropriate rate of pay. If a member is called back to work on his or her regularly scheduled second day-off, the member will be credited with a minimum of three (3) hours at two (2) times his or her regular rate of pay. If a member is called back for work under the provisions of Article 22.2, then the provisions of Article 22.3 do not apply.

Section 22.4 Court Pay. When a subpoena is received by the Township for a member for a jury trial, the Township shall do the following: the Township will deliver jury trial subpoenas to the member when the case is set for a 1330 hours trial time. A jury trial subpoena scheduled for 0900 hours to 1200 hours will be handled by the court liaison. The member will be paid one (1) hour for standby status, at the overtime rate of pay. Court liaison will notify the member within that hour if he/she will be needed.

- A. Court Trial Subpoena. The member shall be issued the subpoena and will be expected to attend at the scheduled time. The only exception will be if the member contacts the Prosecutor, for the case, and makes other arrangements. Either way, the member will notify the Court Liaison.
- B. Juvenile Court Subpoena. The member will attend these cases unless other arrangements are made with the Juvenile Court Prosecutor and the court liaison is notified of those arrangements.
- C. Common Pleas Court Subpoena. The member, upon receiving a Common Pleas subpoena, shall contact the Prosecutor immediately and ascertain if his/her appearance is required. If on telephone standby, the member will receive the one (1) hour standby pay at the overtime rate of pay. The Court Liaison shall notify the member within that hour if he/she will be needed.

D. Where Pre-trials, miscellaneous hearings, pleas, and cases are marked "Liaison Only," these cases will be handled by the Court Liaison.

Members who are subpoenaed to appear on off-duty time will be paid for all hours worked but not less than a minimum of three (3) hours, at the overtime rate. If the member is required to appear on the member's second day off, the rate of pay will be two (2) times his or her regular rate.

The payment set forth in the preceding paragraph is to compensate the member for off-duty appearances; however, the member may be asked to handle other duties not related to the subpoenaed appearance from time to time, limited to the Hall of Justice complex, as needed, and in the interest of efficient use of department manpower resources. Further, members will not conduct personal or other business other than at the courthouse complex without approval from the Chief of Police.

Section 22.5 Compensatory Time. In lieu of payment for overtime worked, a member may elect to receive compensatory time off. A member may accumulate not more than eighty (80) hours of compensatory time at any given time for hours worked. Any member who accumulates more than eighty (80) hours of compensatory time shall be paid overtime compensation by cash payment for the hours in excess of eighty (80). Any compensatory time which is not used in the calendar year in which it is accrued shall be either paid in cash the first pay in December at the rate of accrual in effect in the first pay period in December or the member may elect to carry some or all of his or her compensatory time over into the next calendar year. Any overtime worked for the balance of the calendar year shall be paid in cash.

Section 22.6 Payment of Accrued Compensatory Time Off Upon Separation. A member who has accrued compensatory time off 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 22.7 Use of Compensatory Time. A member who has accrued compensatory time off and who has requested the use of such time shall be permitted to use such time at the requested time or within a reasonable time after making the request, provided that the use of time does not unduly disrupt the operations of the Department. The use of compensatory time must be approved by the Chief of Police.

Section 22.8 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 provision whereby the Township: (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; and (3) otherwise affects the conditions of employment of the member by a separate and independent employer. Special duty is to be scheduled in such a manner as to evenly distribute as far as practicable, such duties to members requesting the same. 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 the hours for which the member is entitled to overtime compensation.

Section 22.9 Substitution (Trading) of Time. If a member, with the approval of the Chief of Police, and solely at the member's option, agrees to substitute during scheduled work hours for another member regardless of 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.

Section 22.10 Timesheets. Should any change be made in a timesheet once a member has submitted the timesheet, the member shall be immediately provided a copy of the timesheet with the changes noted thereon.



**ARTICLE 23**  
**COMPENSATION**

Section 23.1 Wages.

A. The following straight time wage rates for members will be effective in the pay period which includes January 1, 2013:

**OFFICER**

STEP		RATE	STEP ADVANCEMENT
A	ANNUAL	\$49,316.80	STARTING WAGES
	BI-WEEKLY	\$1,896.80	
	HOURLY	\$23.71	
B	ANNUAL	\$54,184.00	AFTER COMPLETION OF 12 MONTHS OF SERVICE
	BI-WEEKLY	\$2,084.00	
	HOURLY	\$26.05	
C	ANNUAL	\$59,217.60	AFTER COMPLETION OF 24 MONTHS OF SERVICE
	BI-WEEKLY	\$2,277.60	
	HOURLY	\$28.47	
D	ANNUAL	\$63,918.40	AFTER COMPLETION OF 36 MONTHS OF SERVICE
	BI-WEEKLY	\$2,458.40	
	HOURLY	\$30.73	

**SERGEANT**

STEP		RATE	STEP ADVANCEMENT
A	ANNUAL	\$77,230.40	STARTING WAGES
	BI-WEEKLY	\$2,970.40	
	HOURLY	\$37.13	

B. The following straight time wage rates for members will be effective in the pay period

which includes January 1, 2014:

**OFFICER**

STEP		RATE	STEP ADVANCEMENT
A	ANNUAL	\$50,793.60	STARTING WAGES
	BI-WEEKLY	\$1,953.60	
	HOURLY	\$24.42	
B	ANNUAL	\$55,806.40	AFTER COMPLETION OF 12 MONTHS OF SERVICE
	BI-WEEKLY	\$2,146.40	
	HOURLY	\$26.83	
C	ANNUAL	\$60,985.60	AFTER COMPLETION OF 24 MONTHS OF SERVICE
	BI-WEEKLY	\$2,345.60	
	HOURLY	\$29.32	
D	ANNUAL	\$65,832.00	AFTER COMPLETION OF 36 MONTHS OF SERVICE
	B1-WEEKLY	\$2,532.00	
	HOURLY	\$31.65	

**SERGEANT**

STEP		RATE	STEP ADVANCEMENT
A	ANNUAL	\$79,539.20	STARTING WAGES
	BI-WEEKLY	\$3,059.20	
	HOURLY	\$38.24	

C. The following straight time wage rates for members will be effective in the pay period which includes January 1, 2015:

**OFFICER**

STEP		RATE	STEP ADVANCEMENT
A	ANNUAL	\$53,312.00	STARTING WAGES
	BI-WEEKLY	\$2,012.00	
	HOURLY	\$25.15	
B	ANNUAL	\$57,470.40	AFTER COMPLETION OF 12 MONTHS OF SERVICE
	BI-WEEKLY	\$2,210.40	
	HOURLY	\$27.63	
C	ANNUAL	\$62,816.00	AFTER COMPLETION OF 24 MONTHS OF SERVICE
	BI-WEEKLY	\$2,416.00	
	HOURLY	\$30.20	
D	ANNUAL	\$67,808.00	AFTER COMPLETION OF 36 MONTHS OF SERVICE
	BI-WEEKLY	\$2,608.00	
	HOURLY	\$32.60	

**SERGEANT**

STEP		RATE	STEP ADVANCEMENT
A	ANNUAL	\$81,931.20	STARTING WAGES
	BI-WEEKLY	\$3,151.20	
	HOURLY	\$39.39	

**Section 23.2 Application of Pay Rates.** The rates of pay set forth in Section 23.1 are based on full-time employment of forty (40) hours in a workweek and shall be used to calculate wages for hours in paid status for the appropriate pay range and step.

**Section 23.3 Pay Period.** All members shall be paid on a biweekly basis (or pay period) with payment being made available to each member no later than 9:00 A.M. on Thursday of the appropriate week.

**Section 23.4 Shift Differential Pay Rates.** In the first year of the contract a shift

differential of \$.90 per hour shall be paid, in addition to the straight-time hourly rate, for hours actually worked after 3:00 pm and before 7:00 am and for overtime hours related thereto, when 50% or greater of the shift hours fall between 3:00 pm and 7:00 am. In the second year of the contract the amount paid shall be \$1.00 per hour, and in the third year of the contract the amount paid shall be \$1.10 per hour.

Section 23.5 Parking. The Township shall reimburse members for reasonable and necessary parking expenses incurred in the line of duty.

Section 23.6 Mileage Reimbursement. The Township shall reimburse members at a rate of the maximum IRS allowable per mile for use of personal vehicle when personal vehicle use is required by the Chief to attend court, required training sessions, or other work functions.

## ARTICLE 24

### RATES FOR MEMBERS FOLLOWING CERTAIN PERSONNEL ACTIONS

Section 24.1 Working Out of Rank. A member who is required to accept responsibilities and carry out the duties of a higher rank for a period of eight (8) or more consecutive hours shall be paid at the rate of the higher rank while so performing said duties.

Section 24.2 Return to Duty. When a member is permitted to return to duty in the same rank 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 thereat 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 24.3 Recall from Layoff. A member who is recalled from layoff in the same rank as held prior to layoff shall be reinstated at the same step as of the date of layoff and shall advance therefrom. A member who served as a Sergeant prior to layoff but who is recalled from layoff as an Officer shall be paid at the top step of the Officer wage rate. No recalled member shall suffer a loss of seniority or break in service for the time during which the member was laid off.

Section 24.4 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.

## ARTICLE 25

### SICK LEAVE

Section 25.1 Entitlement. All members shall be entitled to sick leave with pay at the rate of four and six-tenths (4.6) hours credit for each completed eighty (80) hours in paid status.

Section 25.2 Use. Sick leave shall be allowed only in the case of actual illness or disability of the member; illness of spouse or children requiring the presence of the member; necessary appointments with physicians or dentists; or confinement to home because of quarantine; or death in the immediate family of the member. Immediate family includes: spouse, son, daughter, brother, sister, parent, grandparent, grandchild, step-father, step-mother, step-brother, step-sister, step-son, step-daughter, mother-in-law, father-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent-in-law, half brother and half sister.

Section 25.3 Funeral Leave. Each member shall be entitled to paid leave up to forty (40) hours for a funeral service and/or interment of a member's spouse, child, step-child and/or parent. The number of days leave to be given for a funeral shall be those days immediately after death and before the funeral service or interment plus eight (8) hours thereafter, except when the death is that of a member's spouse or child, the member may take a total of forty (40) hours after interment. Members shall be entitled to only twenty four (24) hours of funeral leave for the death of the following family members: sibling, grandparent, grandchild, mother-in-law, father-in-law and/or half-sibling. Funeral leave is not deducted from the members accrued sick leave balance.

Section 25.4 Evidence. Whenever a member uses sick leave totaling twenty-four (24) or more consecutive paid hours (three working days), the member may be required by the Chief of Police to submit a certificate from a licensed physician. The certificate is to contain a statement of the reason the member is unable to work and when the member may return to work. This certificate will be submitted upon return to duty. If the Township Trustees or Chief of Police have reason to question sick leave usage by the member, the Township Trustees or Chief of Police may require that the member submit a statement detailing the reason for the use of sick leave.

Section 25.5 Payment for Unused Sick Leave. Upon a member's retirement or death, the member shall be entitled to receive one-third the value of the member's accrued but unused sick leave, up to a maximum payment of three hundred and sixty (360) hours, which payment shall be based upon the member's straight-time hourly rate of pay at the date of retirement or death. This maximum payment shall be increased to five hundred and eighty (580) hours if the member retires or dies with twenty-five (25) years of service with the Township. If death occurs the payment shall be made to the surviving spouse, otherwise to the member's estate as defined by Ohio law. However, if a member is killed in the line of duty, his or her surviving spouse (or secondarily, his or her estate) shall receive 100% of the member's accrued but unused sick leave which shall be paid out at the

member's straight-time hourly rate at the date of death. The amount so paid shall constitute payment in full for all accrued and unused sick leave credited to the member.

Section 25.6 Sick Leave Conversion. For each quarter of a calendar year in which a member does not utilize sick leave, the member shall be given the option of converting thirty-two (32) hours of sick leave into eight (8) hours of paid compensation at the member's straight-time rate of pay. Upon such conversion, thirty two (32) hours of sick leave shall be deducted from the member's balance of accrued but unused sick leave.

## **ARTICLE 26**

### **INJURY LEAVE**

Section 26.1 Injury Leave. Any member who is injured or disabled while in the performance of his or her duties, shall be compensated at his or her straight-time regular wages for the period of disability and/or the injury but not to exceed six (6) months (i.e. 1,040 hours) for each injury, provided the extent of the injury or disability prevents such member from performing normally assigned duties, including light duty. Members injured on the job shall file an official Township injury report with the Chief of Police as soon as possible following the injury. Injury leave is not deducted from the member's accrued sick leave balance.

Section 26.2 Application Procedure. To apply for injury leave benefits, written application shall be made to the Police Chief accompanied by a certificate from a licensed physician stating that such member is unable to work and that such injury is the result of or is connected with the duties of such member. The Township Trustees may approve or reject the application and in doing so, may require examination by a licensed physician of their selection.

Section 26.3 Coordination with Workers' Compensation. A member who has made application to the Township for benefits under this Article shall also make application for Workers' Compensation wage benefits, shall supply the Township Clerk with his or her Workers' Compensation claim number(s), and shall sign a written agreement which provides that reimbursement shall be made to the Township of any sum a member may receive in the form of temporary total or temporary partial workers' compensation benefits for the period during which the member receives benefits under this Article.

Section 26.4 Continuation of Benefits. There shall be no loss of vacation or sick leave accruals or other regular benefits when a member is on approved injury leave.

## ARTICLE 27

### SPECIAL LEAVE

Section 27.1 Special Leave. In addition to other leaves authorized in this Contract, the Trustees may authorize special leaves of absence with or without pay, which exercise of discretion on the part of the Trustee is not grievable.

Section 27.2 Jury Duty Leave. A member, while serving upon a jury in any court of record will be paid such member's regular wages 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 who shall then deposit such funds with the Township Clerk. Time so served shall be deemed active and continuous service for all purposes.

Section 27.3 Court Leave. Time off with pay shall be allowed members who are required to attend any court of record as a witness for the Township in civil matters. Upon receipt of payment for witness service the member shall submit witness fees to the Chief who shall then deposit such funds with the Township Clerk.

Section 27.4 Military Leave. A member shall be granted a leave of absence without pay to be inducted or otherwise enter military duty pursuant to Ohio Revised Code Section 5903.02. Upon separation or discharge from military duty under honorable conditions, such member shall be entitled to those rights and privileges, and subject to those conditions, provided in Ohio Revised Code Section 5903.03, or any future statute of like tenure and effect.

A member who, as a member of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or as a Reserve Member of the Armed Forces of the United States, is called to military duty, including training, shall be entitled to a temporary leave of absence and to receive his or her regular pay for a period not to exceed twenty-two (22) calendar days (or 176 hours) in any one (1) calendar year; provided, however, that such member provides the Chief of Police with written verification of the dates of departure and return prior to being credited with such leave, and evidence of satisfactory completion of such training upon such return.

Section 27.5 Personal Days. Each member shall receive three (3) personal days with regular pay each calendar year to be used at the member's request with the approval of the Chief. Personal days shall be used in increments of one (1) day.

## ARTICLE 28

### HOLIDAYS

Section 28.1 Holidays. The following are designated as paid holidays:

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

Section 28.2 Holiday Leave. If a holiday occurs on a member's regularly scheduled workday, he shall receive two (2) times his or her regular rate of pay for each hour worked and double time for any overtime work on the holiday. In lieu of such double time pay, a member may elect to be compensated at his or her regular rate of pay, plus a deferred holiday. If a holiday occurs on a member's regularly scheduled day off, he or she shall be entitled to a day off with pay to be taken within one-hundred and eighty (180) days from the holiday or by end of respective calendar year, whichever may occur first. In lieu of such scheduled day off, a member may, by agreement with the Township, elect to be compensated at his or her regular rate of pay. Scheduling of a deferred holiday must be approved by the Chief.

## ARTICLE 29

### VACATION

Section 29.1 Vacation Year. The vacation year for members shall end at midnight on December 31 of each year.

Section 29.2 Conditions for Accrual. Members shall accrue vacation leave by pay period at the annual rate set forth in Section 29.3, based upon years of completed active service. A member, having no prior service credit as provided by Ohio Revised Code Section 9.44, may not use any accrued vacation until completion of one (1) year of completed active service.

Section 29.3 Vacation Accrual. Each member shall earn vacation leave in accordance with the following schedule:

Completed Years of Service	Hours	Days
one 1 year	80	10
five 5 years	120	15
ten (10) years	160	20
fifteen 15 years	200	25
twenty 20 years	240	30
twenty-five 25 years	260	32.5
thirty 30 years	280	35

Such vacation leave shall accrue at the following rates each pay period based upon hours of entitlement per year:

Hours of Entitlement	Hours Per Pay Period
80	3.1
120	4.6
160	6.2
200	7.7
240	9.2
260	10.0
280	10.8

Section 29.4 Vacation Carry Over. Accumulation of unused vacation credit up to eighty (80) hours shall be permitted, if it is not practical for the Township to grant vacation time to the member in the year it is earned. Only eighty (80) hours shall be allowed to be carried over to the following calendar year. The remainder of any unused vacation shall be paid at the member's straight time rate as of December 31.

Section 29.5 Additional Considerations.

- A. A member who resigns or is 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. This payment shall be made at the member's straight-time rate of pay at the time of resignation or separation.
  
- B. When a member dies while in paid status in the Township service, any accrued but

unused vacation leave shall be paid in a lump sum at the member's straight-time rate at death to the surviving spouse; otherwise, to the estate of the deceased, as defined by Ohio law.

- C. All vacation leaves shall be taken at such time or times at the discretion of and as approved by the Chief of Police.
- D. A member may use vacation leave in increments of one (1) hour or more.
- E. All vacation hours shall be paid in full pay at the applicable straight time rates; however a member ordered to work while on approved vacation leave shall be paid at the call-back rate as provided in Section 22.3.
- F. A member who is ordered to work on a day where vacation leave has already been approved shall be paid two (2) times his normal rate of pay for each hour he or she works on that day.

## **ARTICLE 30**

### **TRAINING PROGRAMS**

Section 30.1 Voluntary Training. Upon written approval of the Chief, the cost of work related training or education pursued by a member including tuition, registration, laboratory fees, and other required fees shall be reimbursed to the member in full. In order to qualify for reimbursement, the member must have obtained passing grade in each subject and must present evidence of same with the application for reimbursement. No parking fees and/or book fees will be paid by the Township. No computers will be purchased by the Township.

Section 30.2 Required Training. If members are required by the Chief to participate in a training program, the Township shall incur all of the costs of such training.

Section 30.3 Tuition Reimbursement. The tuition cost, up to a maximum of nine (9) credit hours per quarter, for a course of education at a state accredited school or institute, if approved by the Chief of Police as law enforcement related, shall be reimbursed in full to the member by the Township, provided that the member obtains a passing grade in each course of at least a "C" or better. Such payment shall be made upon completion of the course. All course work subject to reimbursement shall have prior approval of the Chief of Police. If the Chief of Police disapproves a credit course, the member may appeal to the Board of Trustees at its next regular meeting. The decision of the Board of Trustees shall be final and binding. Should a member voluntarily separate from Township employment within three hundred and sixty five (365) days of receiving tuition reimbursement, the member will re-pay 100% of all tuition reimbursement received during the twenty-four (24) month period prior to the date of separation. Should a member voluntarily separate from Township employment within a period of between three hundred and sixty six (366) days or more, but less than (731) days of receiving tuition reimbursement, the member will re-pay 50% of all tuition reimbursement received during the twenty-four (24) month period prior to the date of separation. A member who resigns to begin receipt of disability retirement

benefits shall not be subject to this penalty, nor shall this penalty be applied when it is waived by the Township. Any such waiver must be in writing and signed by the Board of Trustees.

## ARTICLE 31

### INSURANCE

Section 31.1 Life Insurance. The Township shall provide a fully paid group life insurance policy in the amount of \$100,000 covering each member. The member shall pay tax on the cost of the premium for coverage in excess of \$50,000.

Section 31.2 Health Care Dental and Vision. The Township shall continue to provide group health care, dental, and vision coverage including medical, major medical, dental and vision coverage at the same level of benefits as were in effect January 1, 2006.

The Township shall implement a Health Reimbursement Arrangement as defined in IRS Notice 2002-45 and as described in Appendix A entitled "Health reimbursement Arrangement Schedule of Benefits" attached hereto and incorporated as if fully rewritten herein. The Township shall annually fully fund each member's reimbursement account as follows: \$5,000 per single enrolled; \$10,000 per two parties enrolled; and \$10,000 per family enrolled.

No member contribution for payment of coverage shall be made during the first year of the contract. However, should the Township on or after January 1, 2014 require a monthly employee contribution from all other Township employees for payment of health care, dental, and vision coverage, the same contribution, in an amount not to exceed fifty dollars (\$50.00) for single coverage, seventy five dollars (\$75.00) per couple, or one hundred dollars (\$100.00) per family, monthly, may be required of members.

Should the Township, on or after January 1, 2014, require a monthly contribution greater than the above agreed amount (s) for all other Township employees, the Township shall enter into negotiations with the Lodge as to whether a monthly contribution greater than the above agreed amount (s) shall be made by members. The Lodge may exercise the option of reopening wages under Section 23.1 of the Contract for the purpose of negotiating increased wages to pay for the monthly contribution increase requested by the Township. Absent agreement in such negotiations, any resolution thereto shall be effected through arbitration. An arbitrator shall be selected from a panel of five (5) neutrals provided by the State Employment Relations Board. The Arbitrator's decision shall be final and binding as to the amount of increase, if any, in the monthly member contribution and/or wages.

The Township shall provide the Lodge with at least thirty (30) days notice of a change of benefit administrators when reasonably possible.

Should the township renegotiate the health care benefit contract in the future, and if the deductibles and/or out-of-pocket totals would increase, the respective HRA reimbursements would also increase to equal the respective deductible and/or out-of-pocket totals.

Section 31.3 Wellness-Physical Fitness Incentive.

Each member shall be permitted to test for the Physical Fitness Incentive Bonus (PFIB) up to four times in a calendar year but not more than once each quarter. To be eligible for this year-end bonus, each member must test a minimum of three out of every four quarters in a

calendar year. For the purpose of this section quarters shall be defined as; 1<sup>st</sup> quarter (January-February-March), 2<sup>nd</sup> Quarter (April-May-June), 3<sup>rd</sup> Quarter (July-August-September), 4<sup>th</sup> Quarter (October-November-December). Before any testing, the member shall obtain the signature of a licensed physician on a release form provided by management certifying that the member is deemed medically fit to participate in the test. Such release shall be considered valid for one year from the date of signature.

The test will be taken during the member's off-duty hours and will not be paid time.

Management will pay the fee of any third party retained to administer fitness tests. Management will not be responsible for any out-of-pocket expenses incurred by the member for either physical fitness activities, physical fitness items, or any expenses related to the preparation for testing or of the test itself. Physical fitness items and apparel will not be reimbursable under article 32 of this contract. Management retains all rights regarding the selection of any third party retained to administer fitness testing.

Each Physical Fitness Incentive Test (PFIT) shall consist of three events; a 1.5 mile run, abdominal curl-ups, and a 1RM% body-weight bench press. Each event shall be graded with a score commensurate with one of five levels; 0-IV. Each PFIT will be graded in its entirety by the average score of each of the three events, rounded down to the next whole number level.

The Township will pay a year-end Physical Fitness Incentive Bonus (PFIB) based on up to three tests per calendar year. If the member takes four tests in a calendar year, the three highest scores will be used to calculate the annual bonus. The year-end Physical Fitness Incentive Bonus will be paid at the following rate for each of the three highest test; Level 0 = zero payment, Level I = \$50.00, Level II = \$100.00, Level III = \$150.00, Level IV = \$200.00.

**1.5 MILE RUN TIME**

	LEVEL I	LEVEL I	LEVEL II	LEVEL II	LEVEL III	LEVEL III	LEVEL IV	LEVEL IV
AGE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
20-29	12:29	15:05	11:58	14:15	11:27	13:25	10:49	12:51
30-39	12:53	15:56	12:25	15:14	11:49	14:33	11:09	13:41
40-49	13:50	17:11	13:05	16:13	12:25	15:17	11:52	14:33
50-59	15:14	19:10	14:33	18:05	13:53	17:19	12:53	16:26
60+	17:19	20:55	16:19	20:08	15:20	18:52	14:33	18:05

**ABDOMINAL ENDURANCE- Curl-Ups (1-MINUTE TIMED TEST)**

	LEVEL I	LEVEL I	LEVEL II	LEVEL II	LEVEL III	LEVEL III	LEVEL IV	LEVEL IV
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					III			IV	
AGE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	
20-29	38	32	40	35	42	38	45	41	
30-39	35	25	36	27	39	29	41	32	
40-49	29	20	31	22	34	24	36	27	
50-59	24	14	26	17	28	20	31	22	
60+	19	6	20	8	22	11	26	12	

**UPPER BODY STRENGTH – BENCH PRESS (1 RM)**

	LEVEL I	LEVEL I	LEVEL II	LEVEL II	LEVEL III	LEVEL III	LEVEL IV	LEVEL IV
AGE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
20-29	0.99	0.59	1.06	0.65	1.14	0.70	1.22	.74
30-39	0.88	0.53	0.93	0.57	0.98	0.60	1.04	.63
40-49	0.80	0.50	0.84	0.52	0.88	0.54	.93	.57
50-59	0.71	0.44	0.75	0.46	0.79	0.48	.84	.52
60+	0.66	0.43	0.68	0.45	0.72	0.47	.77	.51

Level 0 = Any score which would be rated as a lesser value than Level I

**Section 31.4 Liability Coverage.** The Township shall continue to provide professional liability coverage at its present level, at no cost to the member. Notwithstanding the foregoing, in the event applicable law, rule or regulation requires the Township to reduce the amount or change the type of its present liability coverage, then the Township shall provide professional liability coverage at such reduced amount or changed type at no cost to the member.

**ARTICLE 32**

**UNIFORMS**

**Section 32.1 Standard Uniform.** The Chief shall establish the standard uniform to be worn by all members.

Section 32.2 Uniform Allowance. In the first year of the contract (2013) a member shall be reimbursed for the purchase of up to nine hundred-fifty dollars (\$950.00) per calendar year of police uniform items and police accessories excluding firearms. Members assigned to plainclothes duty will be reimbursed for business clothing items and business accessories. The plain clothes member will also be reimbursed for police uniform items and police accessories, however the combined business and police items to be reimbursed will not exceed the annual reimbursable amount in any given calendar year. The members will submit receipts for purchases throughout the year. Members will be reimbursed for these receipts quarterly on March 1st, June 1st, September 1st and December 1st of each calendar year. In the second year of the contract (2014) the member may be reimbursed for up to one thousand dollars (\$1000.00) and in the third year of the contract (2015) the member may be reimbursed for up to one thousand fifty dollars (\$1050.00).

Section 32.3 Loss or Damage. Uniforms and member's personal property or equipment that is lost or damaged in the line of duty shall be replaced by the Township, however, the Chief of Police must have given prior written permission for the member to use personal property or equipment that is not standard or customary or used in lieu of Departmental issued equipment. A written report must be submitted by the member and the loss or damage must be clearly shown to have occurred in the course of duty. The damage cannot be a result of the member's intent or disregard for reasonable and common standards of care.

Section 32.4 Weapons and Accessories.

(A) No later than June 30, 2007, the Township shall order weapons, holsters and ammunition pouches to effect the following: provide each member with one (1) primary duty weapon, one (1) secondary weapon, one (1) black, leather-like, basket-weaved "Safari land" (or equivalent) Level II holster, and one (1) black, leather-like, basket-weaved "Safari land" (or equivalent) II-magazine ammunition pouch. The initial purchase of these items shall not be subject to payment from the member's uniform allowance under Section 32.2. These items shall remain the property of the Township. Each member shall provide proper care and maintenance of the above items and shall fund such care and maintenance out of the member's uniform allowance as provided for in Section 32.2. Upon separation from employment, each member shall return the above items to the Township in the same or similar condition as the items were at the time of issue, less normal wear and tear.

(B) A member assigned to a detective assignment shall be permitted to carry either his or her primary or secondary weapon while the member is in plain clothes and on duty.

(C) The provisions of Section 32.4 (A) and (B) shall also apply to members hired during the term of this Contract.

(D) Members shall be provided ammunition for training and qualification purposes for their primary and secondary weapons. The cost of this ammunition is not subject to payment from the member's uniform allowance under Section 32.2.

Section 32.5 Soft Body Armor. Every newly hired member will be issued soft body armor of a type which is comparative to that currently in use by the Department. Such body armor shall be equal to or greater in threat level rating than the American Body Armor "ARMITRON III A", and shall be custom fit for the member.

Due to the fact that the materials used to construct soft body armor tend to deteriorate with usage and time, the Township agrees to replace such body armor once every five (5) years at no cost to the member.

Should a member separate from Township service he shall have the option of buying his/her armor at the following rate:

Separation within one year of issue or replacement, Township to be paid 100% of initial cost, within 2nd year 50%, within 3rd year 25%, within 4th year 13%. If termination occurs 4 years after issue or replacement there will be no cost to the member to keep his/her armor.

It shall be mandatory for Officers on duty and in standard patrol uniform to wear their body armor.

If a member separates from the Department and retains his issued soft body armor, the member will sign an agreement that releases the Township from any liability

regarding the body armor.

Section 32.6 Dry Cleaning. The Township shall provide to uniformed members, the cleaning of two (2) uniforms weekly. The Township shall provide three (3) trouser/shirt combinations of cleaning to non-uniformed members weekly. Coverage shall also include dry cleaning of three (3) ties per year and two (2) coats per year. Any dry cleaning expenses over the agreed allowances will be the sole responsibility of the member.

## ARTICLE 33

### DURATION OF AGREEMENT

Section 33.1 Duration. This Contract shall be effective on January 1, 2013 and shall remain in full force and effect until midnight, December 31, 2015.

Section 33.2 Successor Negotiations. The provisions of 4117.14 of the Revised Code shall apply to successor negotiations. The terms of this Contract shall remain in full force and effect pending implementation of a successor Contract.

Section 33.3 Contract. The parties acknowledge that during the negotiations which resulted in this Contract, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement reached by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the Township and the Lodge, for the term of this Contract, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Contract.

Section 33.4 Counterparts. This Contract 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 WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and signed by their duly authorized representatives this 19 day of April, 2013.

**For Blendon Township  
Board of Trustees:**

**For FOP, Lodge 9:**

\_\_\_\_\_  
Jim Welch, Trustee

\_\_\_\_\_  
Jason Pappas, Lodge President

\_\_\_\_\_  
Jan Heichel, Trustee

\_\_\_\_\_  
Officer Matt Kish, FOP Team Member

\_\_\_\_\_  
Stewart L. Flaherty, Trustee

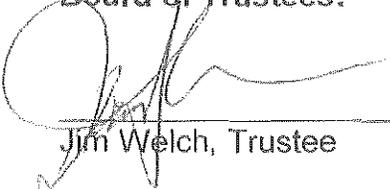
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Sergeant Greg Boggs, FOP Team Member

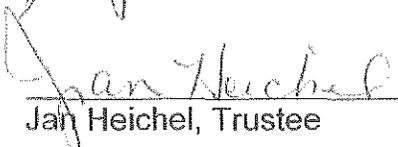
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Wade L. Estep, Fiscal Officer

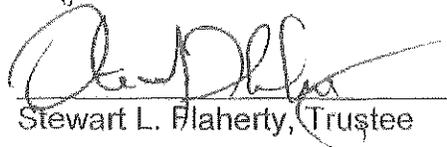
\_\_\_\_\_  
Keith Ferrell, Lodge Representative

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and signed by their duly authorized representatives this 17 day of July, 2013.

**For Blendon Township  
Board of Trustees:**

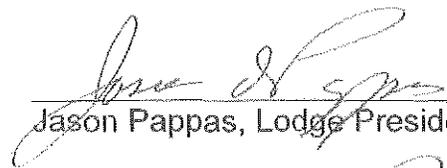
  
\_\_\_\_\_  
Jim Welch, Trustee

  
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Jan Heichel, Trustee

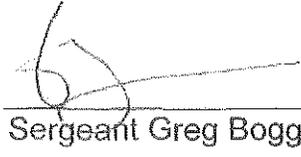
  
\_\_\_\_\_  
Stewart L. Flaherty, Trustee

  
\_\_\_\_\_  
Wade L. Estep, Fiscal Officer

**For FOP, Lodge 9:**

  
\_\_\_\_\_  
Jason Pappas, Lodge President

  
\_\_\_\_\_  
Officer Matt Kish, FOP Team Member

  
\_\_\_\_\_  
Sergeant Greg Boggs, FOP Team Member

  
\_\_\_\_\_  
Keith Ferrell, Lodge Representative