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AGREEMENT

BETWEEN

BAINBRIDGE TOWNSHIP - DISPATCHERS (GEAUGA COUNTY)

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Effective January 1, 2013 through December 31, 2015

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AGREEMENT

This Agreement is made and entered into by and between Bainbridge Township (Geauga County), hereinafter referred to as "Township" or "Employer," and the Ohio Patrolmen's Benevolent Association hereinafter referred to as "OPBA."

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to provide a fair and reasonable method by which employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to provide a harmonious relationship for the effective and efficient operation of the Township government, and to establish an orderly procedure for the resolution of differences between the Township and the members of the bargaining unit.

ARTICLE 2 - RECOGNITION

Section 1. For the duration of this Agreement, the Township recognizes the OPBA as the sole and exclusive collective bargaining representative for the following described unit of employees as certified in S.E.R.B. Case No. 09-REP-01-0007: All fulltime police dispatchers and clerk/dispatchers employed by the Township; excluding all other police personnel.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. Except as specifically limited by explicit provisions of this Agreement, the Township reserves and retains, solely and exclusively, and without recourse to negotiations, all rights, powers, and authority, including the right to determine and fulfill the mission of the Police Department, to determine staffing policy, and in all other respects plan, manage, evaluate, administer, govern, control, and direct its personnel and operations. It is further recognized that the Township has the right to:

A. Determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the Township and of the Police Department, standards of service, overall budget, utilization of technology and organizational structure;

B. Establish, modify and enforce reasonable personnel policies and work rules, and regulations and standards for employee performance;

C. Determine the size, composition, structure, and adequacy of the workforce;

D. Establish and determine job qualifications and duties, and to establish, modify, consolidate, and abolish jobs or job classifications;

E. Hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, layoff, retain, discipline, suspend and discharge employees;

F. Allocate work among employees, divisions, or departments, and to determine work methods and responsibilities;

G. Subcontract work;

H. Determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;

I. Determine and introduce new and/or improved equipment, methods, and facilities;

J. Determine the financial Policies of the Township and of the Police Department, including the exclusive right to allocate and expend all funds of the Township;

K. Determine and schedule overtime as required in the manner most advantageous to the requirement of efficient Police Department operations;

L. Train or retrain employees as appropriate, and to establish the education and training requirements for the Police Department;

M. Manage and determine the location, type and number of physical facilities, equipment, programs, and determine the work to be performed;

N. Determine the Police Department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;

O. Implement drug and alcohol testing policies; and

P. Do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out the ordinary and

customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

Section 2. Notwithstanding §4117.08 of the Ohio Revised Code, the Township is not required to bargain with the FOP with respect to its exercise of any of the rights set forth in this Article or under Ohio Revised Code §4117.08(C). The FOP also specifically agrees that the Township is not required to bargain on subjects reserved to the management direction of the Township under this Article or Ohio Revised Code §41 17.08(C) even to the extent that such subjects may affect wages, hours, or terms and conditions of employment. Therefore, the FOP agrees that, during the life of this Agreement, the Township shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either §4117.80(C) of the Ohio Revised Code or pursuant to this Article.

Section 3. Nothing contained in this Article shall be construed as affecting the respective rights and authority of the Township and of the Chief of Police, as set forth in Sections 505.49 (B)(l) and (2) of the Ohio Revised Code.

Discipline and Discharge

Section 4. Employees may not be disciplined or discharged without just cause.

ARTICLE 4 - DUES DEDUCTION

Section 1. Each employee who is a member of the Union on the effective date of this Agreement, or who later becomes a member of the Union, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members or a fair share fee in accordance with the provisions of Ohio Revised Code §4117.09(C), for the period from such effective date of this Agreement until the termination of this Agreement.

Section 2. The Township agrees to deduct OPBA dues and fees from any member of the bargaining unit who provides written authorization for a payroll dues and fees deduction. All

dues and fees so deducted shall be remitted on a monthly basis to the OPBA at such address as set from time to time by the OPBA. The Township will provide an accounting of the dues and fees deducted showing the amounts deducted from the pay of each employee. The Township's obligation to make deductions under this section shall terminate automatically upon termination of employment or upon transfer to a job classification outside the bargaining unit.

Section 3. The Union agrees that it will indemnify and hold the Township harmless from any and all liabilities, claims, responsibility, damages, or suits which may arise out of any action taken or not taken by the Township in accordance with the terms of this Article or in reliance upon the authorization mentioned herein.

ARTICLE 5 - NON-DISCRIMINATION

Section 1. The parties agree that neither the Township nor the OPBA shall discriminate against any individual on the basis of his membership or non-membership, or participation or non-participation in OPBA matters. Both parties further agree that equal opportunity will be provided to all bargaining unit employees regardless of race, color, creed, age, sex, national origin, or disability. The male pronoun or adjective, where used herein in this Agreement, refers to the female also, unless otherwise indicated.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

Hours of Work

Section 1. The normal work day shall be eight (8) hours per shift. The normal work schedule shall be forty (40) hours in each seven (7) day work week. The Township reserves the right to determine the shifts and starting time of employees. The Township will make reasonable efforts to schedule employees for two consecutive days off each week, but it is understood that the Township cannot guarantee such consecutive days off.

Section 2. The provisions of this Article shall not be construed as a guarantee of any specified number of hours of work per day or per seven (7) day work week.

Overtime

Section 3. Employees shall be compensated at one and one-half (1 1/2) times the regular rate of pay for all hours actually worked in excess of 40 hours in a **7** day work week, or over eight (8) hours in a work day.. Employees may trade shifts in accordance with current practice so long as shift coverage is maintained. It is further understood that shift trading will not incur overtime.

Section 4. The Township retains the sole discretion to determine the need for overtime work and to schedule overtime. All assigned overtime must be worked. All overtime work must be authorized by the Chief of Police or his designee in advance of the overtime being worked, except that where overtime work is performed in an emergency without prior authorization, the overtime work shall be reported to the Chief of Police or his designee for confirmation that such an emergency existed and authorization of the overtime work. The Township will make reasonable attempts to fairly distribute overtime opportunities.

Section 5. There shall be no pyramiding of overtime or premium pay under the terms of this Agreement, and under no circumstances shall more than one basis of calculating overtime be used for the same hours.

Section 6. For purposes of computing overtime, paid vacation, paid benefits and other approved paid leave shall ~~not~~ be considered time worked, but paid sick leave shall not be considered time worked. Time spent attending required training or meetings shall be considered time worked for purposes of calculating overtime.

Call Out Pay

Section 7. When an employee is required to report to work as part of his job-related duties (non-training) during times that are outside his scheduled work time and that are not contiguous to his scheduled work time, he shall be guaranteed a minimum of two (2) hours pay at one and one-half (1 1/2) times his regular rate of pay. When an employee is required to report to work for training during times that are outside his scheduled work time and that are not contiguous to his scheduled work time, he shall be guaranteed a minimum of three (3) hours pay on a straight time basis.

Court Time

Section 8. An employee who is required to appear in court for cases relating to official Police Department activities shall be paid on a straight time basis for all such hours occurring during his scheduled work hours. An employee who is required to appear in court for cases relating to official Police Department activities during times that are outside his scheduled work time shall be paid a minimum of three (3) hours at one and one-half (1 ½) times his regular rate of pay. Such minimum shall not be paid if the court appearance is canceled.

Compensatory Time

Section 9. Effective January 1, 2010, each bargaining unit employee shall have the option of banking overtime, at the rate of 1.5 hours for each overtime hour worked. Each bargaining unit employee may accumulate a compensatory time bank of up to a maximum of 40 hours. Compensatory time off may be used in increments of no less than four (4) hours, and must be approved by the Chief or his designee.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. It is mutually understood that the prompt presentation, adjustment and resolution of grievances is desirable in the interest of sound relations between employees, the OPBA and the Township. The procedures specified in this Article provide the exclusive system for a fair, expeditious, and orderly adjustment of grievances of bargaining unit employees. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as soon as feasible, and if possible, at the lowest step of this procedure.

Section 2. A grievance is any dispute or difference between the Township and the, OPBA or between the Township and an employee, which concerns the interpretation and/or application of and/or compliance with any provision of this Agreement. This grievance procedure shall not preclude discussions between employees and the Chief of Police or his designee, or the Lieutenant regarding workplace issues.

Section 3. The following procedures shall apply to all grievances rising under this Agreement:

Step 1: A grievance must be presented in writing to the Lieutenant, or his designee, within seven (7) calendar days of the occurrence. The Lieutenant, or his designee, shall have seven (7) days following such presentation to submit a written response.

Step 2: If the grievance is not settled at Step 1, the grievant may appeal in writing to the Chief of Police within seven (7) working days after receipt of the Step 1 answer. The Chief of Police shall answer in writing within seven (7) working days after receipt of the written appeal.

Step 3: If the grievance is not satisfactorily settled at Step 2, the grievance shall be submitted to the OPBA, not later than thirty (30) days after the Township's Step 2 answer was issued. Should the OPBA decide to process the grievance further, the OPBA may file, within thirty (30) days after the Township's Step 2 answer was issued, an appeal to the Township's Board of Trustees. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 2 answer is in error. The Board of Trustees or

its designated representative shall answer the grievance in writing within 20 calendar days following receipt of that appeal.

Step 4: If the grievance is not resolved at Step 3, then the OPBA, upon written notice to the Board of Trustees not later than ten (10) working days after the Township answer in Step 3, may submit the grievance to arbitration. If the Township and the OPBA cannot agree upon an impartial arbitrator, the OPBA may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Services ("FMCS") and the parties shall thereafter choose an arbitrator by alternate strikes. However, either party may reject one panel provided by FMCS and request a second panel. Order of striking shall be determined by a coin flip.

Arbitration

Section 4. The arbitrator shall not have the authority to add to, subtract from, amend or modify in any way the terms of this Agreement, or to establish new terms or conditions under this Agreement, or to make any award that is contrary to law. Under no circumstances shall the Arbitrator consider past practices prior to the execution of this Agreement to be binding on the Township or the, OPBA although past practice may be relied on by the Arbitrator as evidence of the intent of either party.

Section 5. The parties shall split the arbitrator's fees. However, if the arbitrator feels that there is a prevailing party in arbitration, he may determine how his fee is paid. All expenses relating to calling of witnesses or the obtaining of depositions or any other similar expenses associated with such proceedings shall be borne by the party who requests such witnesses or depositions.

Section 6. Any dismissal of a grievance by the Arbitrator whether on the merits or on procedural grounds, shall bar any further arbitration of that particular grievance.

Section 7. The procedures set forth in this Article shall be the exclusive method of redressing grievances between the parties and the decision of the arbitrator shall be final and binding upon the Township, the, OPBA and all employees. Any grievance resolved at Step 1 or

Step 2 shall be deemed settled on a non-precedent setting basis with respect to grievances of a like nature. The parties also may mutually agree in writing that a particular settlement or resolution shall be on a non-precedent setting basis.

Section 8. A bargaining unit member requested to appear at the arbitration hearing by either party shall attend without the necessity of a subpoena.

Section 9. The parties shall have the right to require the arbitrator to render his decision within thirty (30) days of the submission of briefs by the parties, which time may be extended by mutual agreement of the parties.

Time Limitations

Section 10. To be considered valid, a grievance must be filed in writing within seven (7) calendar days of the occurrence of the alleged violation of the Agreement. A grievance which is not timely filed under this provision shall be void. Once a grievance is originally timely filed and the Township fails to answer it in a timely manner, then the grievance shall automatically proceed to the next step of the Grievance Procedure. Where a grievance is not appealed by the OPBA to the next higher step within the prescribed time limit, the grievance shall be barred from further proceedings. Once a grievance is originally timely filed, the parties may by mutual agreement extend the time limit in which to answer it or appeal it to the next step. The parties may mutually agree to escalate the grievance to any step in order to promote the expeditious resolution of any grievance.

Section 11. The OPBA shall have final authority, in its capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure.

Section 12. Any dispute which either directly or indirectly involves the interpretation or application of the plans covering medical benefits, disability benefits, retirement benefits, or death benefits, shall not be arbitrable. However, the provisions of the appeal processes under such benefit plans shall be available.

ARTICLE 8 - BULLETIN BOARD

The Township shall furnish adequate bulletin board space in the Police Department for use by the OPBA. Such bulletin board space shall be used only for posting notices of reasonable size bearing the written approval of the OPBA and shall be solely for OPBA business and recreational and social activities of the OPBA. There shall be no notices or other writings posted which contain anything political, religious, controversial, or critical of the Township or any other institution, or any employee or other persons. Upon the request of the Township or the Chief of Police, the OPBA shall immediately remove any material posted in violation of this Article.

ARTICLE 9 - NO STRIKE/NO LOCKOUT

Section 1. The OPBA shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee, instigate or participate in, directly or indirectly, any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage, sympathy strikes, picketing, or interference of any kind with any operations of the Township, including the operations of the Police Department. Furthermore, all lawful orders of superior officers shall, at all times, be followed and complied with immediately.

Section 2. The OPBA shall, at all times, cooperate with the Township in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this Article. In the event that any violation of Section 1 of this Article occurs, the OPBA shall immediately notify all employees that the strike, job action, concerted "sick" leave, slowdown, picketing, work stoppage, or other interference with any

operations of the Township or of the Police Department is prohibited and is not in any way sanctioned, condoned or approved by the OPBA. Furthermore, the OPBA shall immediately advise all members to return to work at once.

Section 3. Any employee who violates this Article shall be subject to discipline, including possible discharge. The Township shall have the right to impose a different type of discipline for violations of this Article, based on the nature and extent of the respective employee's planning and participation in the work interruption at issue. Any employee disciplined for violation of this Article shall have access to the grievance and arbitration procedure set forth in Article 7.

Section 4. The Township shall not lock out any employees for the duration of this Agreement.

ARTICLE 10 - SENIORITY

Section 1. Seniority for a full-time employee shall mean the uninterrupted length of continuous service with the Township. The date of an employee's service shall be counted from his most recent date of hire. An employee shall have no seniority during his Probationary Period, but upon completion of the Probationary Period, seniority shall be retroactive to his date of hire or re-hire, as applicable.

Section 2. All newly hired employees shall be considered to be on probation for a period of one (l) year from the date of hire. An employee may be terminated for any reason during the probationary period and such discharge shall not be subject to the grievance procedure. The discharge or retention of a probationary employee shall be at sole discretion of the Township. If an employee's seniority is broken or terminated and he is later rehired, he shall be considered to be a new employee and subject to the provisions of this Section. Successful

completion of the probationary period does not necessarily mean continued employment unless the employee meets all the requirements of the job.

Section 3. An authorized leave of absence does not constitute a break in service, except as provided in Section 3(c). Seniority shall continue to accumulate during the term of the leave, provided that the employee complies with the provisions of this Agreement governing his leave of absence, and that the employee is reinstated following the leave.

Section 4. Seniority shall be terminated for the following reasons:

A. Voluntarily quit or resignation;

B. Discharge for cause;

C. Involuntary layoff or leave of absence exceeding twelve (12) months;

D. Absent without notice for three (3) consecutive work days;

E. Failure to report to work when recalled from layoff within three (3) calendar days from the date on which the Township sends or delivers the employee a notice to report to work (to the last known address as shown on the Township's records).

F. Failure to report to work within three (3) working days following the termination of any excused leave of absence unless such time is extended in writing by the Township.

Section 5. If more than one (1) employee has the same seniority date, seniority shall be determined by a coin flip.

Section 6. Bargaining unit members who are reinstated or re-employed from layoff within one (1) years of the layoff date will retain all previously accumulated seniority, but will not be credited with seniority for the time spent on layoff.

Section 7. An employee transferred or promoted to a position outside the bargaining unit may be returned by the Township to the bargaining unit at any time with full accrued seniority.

ARTICLE 11 - LAYOFF AND RECALL

Section 1. If the Township decides in its sole discretion to reduce the work force, layoffs and recalls from layoffs shall be based on seniority within the affected classification in accordance with the provision set forth in this Article. Seniority shall mean length of continuous service in a **classification**. The Dispatcher and Records Clerk classifications shall constitute different classifications under this Agreement.

Section 2. Whenever layoffs become necessary, part-time, temporary and probationary employees shall be laid off first.

Section 3. In implementing layoffs within a particular classification, the Township will layoff employees in inverse order of classification seniority.

Section 4. Recall shall be in the inverse order of layoffs.

Section 5. An employee who is laid off shall be eligible for recall from layoff for a period of twelve (12) months.

Section 6. Notice of recall shall be sent to the employee's last known address listed on the Township's records and shall be sent by certified mail or delivered. An employee who does not report to work within three (3) calendar days from the date the Township sends or delivers to the employee a recall notice shall be considered to have resigned his position.

Section 7. The Township shall give the OPBA and the affected employees seven (7) days advance notice of any layoff.

ARTICLE 12 - LEAVES OF ABSENCE

Unpaid Personal Leave

Section 1. The Township may, in its sole discretion, grant a leave of absence without pay to any employee for a maximum duration of six (6) months for legitimate personal reasons. Such leave shall be considered and decided on a case-by-case basis. Employees must advise the

Township sixty (60) days prior to commencement of the desired leave, except in the case of an emergency which precludes such advance notice. Upon completion of such leave, the employee may be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. An employee may return to work before the scheduled expiration of the leave if requested by the employee and agreed to by the Township.

Unpaid Medical Leave (Non-FMLA)

Section 2. Unpaid leaves of absence for medical reasons that do not qualify under the Family and Medical Leave Act of 1993 (FMLA) and continuation of unpaid medical leaves following exhaustion of paid disability or unpaid FMLA Leave will be granted under the terms and conditions set forth herein. The Township reserves the right to require the employee, or any person acting on the employee's behalf, to furnish competent medical evidence from a doctor chosen by the Township substantiating the need for a requested medical leave of absence or a continuation thereof, and the right to require the employee to submit to an examination by a third physician in the event of a conflict of opinion between the employee's and the Township's physician. The employee also must obtain a release from his physician before returning to work.

FMLA Leave

Section 3. The Township and OPBA shall fully comply with all of the obligations imposed by and may fully exercise all of the respective rights conferred upon each under the FMLA. Unpaid FMLA Leave shall run concurrently with paid disability, Sick Leave and Workers' Compensation leave, to the extent permitted under Federal and State law. Group health insurance will be continued during the period of qualifying FMLA Leave consistent with Federal and State law. An employee must exhaust all accrued leave time, however designated (vacation, Sick Leave, paid disability), before taking FMLA Leave for the employee's own serious health

condition, or to care for a family member with a serious health condition. For other types of FMLA leave, an employee must exhaust all accrued leave time, except for accrued Sick Leave.

Section 4. An employee on an authorized leave shall continue to accrue seniority during the leave only for the applicable period of time set forth in Article 10, Section 4, and shall accrue PERS service credits consistent with applicable law.

Section 5. If an employee on an authorized leave takes employment elsewhere during the term of such leave (including self-employment or operating a family business), without the written consent of the Township, the employee shall automatically terminate all seniority rights with the Township and shall be terminated immediately upon the commencement of said employment.

Section 6. Failure to return to work at the expiration of an authorized leave constitutes grounds for termination.

Section 7. Falsification of the reasons for a requested leave or the reasons for any continuation thereof, constitutes grounds for termination.

Military Leave

Section 8. Military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services or Ohio organized militia in accordance with applicable Federal and State law. Employees may use any available paid time off during a military leave.

ARTICLE 13 - LABOR-MANAGEMENT COMMITTEE

Section 1. A Labor Management Committee will be established within sixty (60) days after the signing of this Agreement to provide a better means of communication and understanding between the OPBA and the Township. The Committee will consist of no more

than two (2) representatives of the OPBA and two (2) representatives of the Township. The OPBA will notify the Chief of Police as to the identity of the OPBA representatives.

Section 2. The Labor Management Committee shall meet at a mutually agreeable time and place on a quarterly basis, provided that either party requests such a meeting. The purpose of such meetings shall be to: (1) notify the OPBA of changes made by the Chief of Police which affect the bargaining unit; (2) disseminate general information of interest to the parties; (3) discuss ways to increase productivity and improvement of efficiency; and (4) to consider and discuss health and safety matters relating to employees. The OPBA may request one of the Trustees to participate in a Labor-Management Committee meeting relative to issues that may affect the Township as a whole, although the Trustee may decline to do so. Individual grievances will not be a subject matter for discussion at these meetings.

ARTICLE 14 - SICK LEAVE

Section 1. Each full-time, non-probationary employee on the Police Department's active roster shall be eligible to accumulate up to 120 hours of Sick Leave per year. Sick Leave shall be earned at a rate of five (5) hours for each eighty (80) hours of straight time worked. Each new, regular full-time employees may "borrow" up to five (5) days of Sick Leave within his first year of employment prior to earning same. The time involved shall be equivalent to five (5) normal work days, regardless of the hours worked, and must be repaid from future earned Sick Leave or deducted from final earnings in case of termination. No employee shall be eligible to receive any Sick Leave until he has completed his Probationary Period, as defined in Article 10.

Section 2. Sick Leave under this policy may be requested for the following reasons:

A. Illness or injury of the employee or his spouse or children or other relative in the employee's care.

B. Medical, dental or optical examinations or treatment of the employee or his spouse or children, if such examinations or treatments cannot be scheduled outside of normal work hours.

C. Pregnancy, child birth and/or related medical conditions.

Section 3. If an employee is absent for three (3) consecutive days, he will be required to present a physician's certificate as a condition of receiving Sick Leave pay. The Township maintains the authority to investigate the circumstances and legitimacy of any employee's absence.

Section 4. Employees shall be required to exhaust all paid Sick Leave before using unpaid FMLA leave. The Township reserves the right to designate any leave as FMLA leave, in accordance with applicable law.

Payment

Section 5. The payment for each Sick Leave day taken shall be based upon the employee's hourly rate times the number of hours in his normal work day for the week.

Section 6. Effective January 1, 2013, each employee may accumulate up to 235 days (1,880 hours) of earned Sick Leave. Upon an employee's death, or an employee's retirement after 20 years of employment with the Township, the employee shall receive a payment of up to a maximum of 50 days (400 hours) of the employee's accrued but unused Sick Leave.

Section 7. Sick Leave shall be charged in minimum amounts of four (4) hours.

Section 8. An employee who requests Sick Leave must contact his immediate supervisor each day of his absence as soon as practicable, but not less than one (1) hour before his scheduled starting time. Failure to do so may result in denial of Sick Leave for the period of absence. The employee will submit to any medical examination, nursing visit or other inquiry which the Township or its designee deems necessary.

Section 9. Vacation Leave may be used for Sick Leave purposes at the employee's request and the approval of the Township or its designee, after Sick Leave is exhausted. Employees who have exhausted all Sick Leave and Vacation Leave credits may, at the discretion of the Township, be granted a personal leave of absence without pay for a period not to exceed six (6) months.

Section 10. An employee who fraudulently obtains Sick Leave or who alters a physician's certificate or falsifies Sick Leave records shall be subject to disciplinary action, up to and including discharge.

Section 11. Paid Sick Leave will not be counted for purposes of calculating overtime.

ARTICLE 15 - BEREAVEMENT LEAVE

Section 1. When a death occurs in the immediate family of an employee, the employee may be granted Bereavement Leave, on request, for up to four (4) working days with pay (or for such fewer days as the employee may be absent from work) immediately following a death. For purposes of this Section, immediate family shall include the employee's husband, wife, father, mother, brother, sister, step-brother, step-sister, son, daughter, mother-in-law, father-in-law, or step child or other blood relative for whom an employee may have custodial responsibility.

Section 2. When a death occurs in the extended family of an employee, the employee may be granted Bereavement Leave, on request, for two (2) days. For purposes of this section, extended family shall include the employee's grandfather, grandmother, aunt or uncle.

Section 3. Arrangements for funeral leave are to be made with the employee's immediate supervisor. Bereavement Leave pay shall be calculated in the same manner as Sick Leave pay.

ARTICLE 16 - JURY DUTY

Section 1. If an employee is called for jury duty during any portion of his regular scheduled work day, he may choose to be compensated in one of the manners set forth below:

(a) The employee may choose to receive his regular hourly wage in full for such time from the Township (to maximum of eight (8) hours per day). In such a case, all monies received as compensation for jury duty shall be turned over to the Township Clerk in full.

(b) The employee may choose to retain all the monies received as compensation for jury duty. The Township will pay the difference between the jury duty compensation and the employee's regular wage (based on eight (8) hours per day).

Section 2. The employee will be expected to report for work following jury duty, if a reasonable amount of time remains during his scheduled work day.

Section 3. If an employee is called for jury duty outside of his regular scheduled working hours, all monies received as compensation for such jury duty shall be retained by the employee.

ARTICLE 17 - OPBA REPRESENTATION

Section 1. The Township recognizes the OPBA's right to designate a total of two (2) OPBA Representatives. The OPBA shall notify the Township in writing of the employees designated as OPBA Representatives.

Section 2. OPBA Representatives shall have authority to investigate and present grievances to the designated Township representatives in accordance with the provisions of this Agreement.

Section 3. Grievance meetings normally shall be scheduled outside normal working hours. OPBA Representatives and employees shall not be paid for any time spent in grievance meetings with the Township that occur outside their normal working hours. Representatives

shall be paid for time in grievance meetings with the Township and other joint meetings only if the Township agrees to schedule such meetings during the Representative's regular working hours.

Section 4. OPBA Representatives shall investigate grievances and conduct other OPBA business during non-work hours. However, in emergency circumstances, the Chief of Police or his designee may grant OPBA Representatives a reasonable opportunity to investigate grievances during working hours without a loss in pay.

Section 5. The OPBA and the Township shall keep each other currently informed of their respective, duly authorized representatives, including grievance committee representatives. The OPBA will send a list to the Chief of Police and the Township Clerk of all officers and representatives in the OPBA as changes occur. The Township will send a list of its duly authorized representatives to the OPBA as changes occur.

Section 6. An employee who is the subject of an investigation of any nature shall be afforded his constitutional rights as required by law, including Miranda and Garrity rights. All investigations shall be conducted in a manner consistent with professional law enforcement standards.

ARTICLE 18 - GROUP BENEFIT PLANS

Section 1. During the term of the Agreement, the Township shall maintain benefit plans which provide the following group insurance benefits: major medical/hospitalization; dental; life insurance; and short term disability. (The major medical/hospitalization benefits may be provided through an optional HSA or HRA, or through an optional HMO or PPO.) Employees covered by this Agreement shall be covered under the same group insurance plans that the Township makes available to all other Township employees, including patrol officers.

Any changes or modifications in any of those benefit plans for plan years 2013-2015 will be considered part of this Agreement, including changing the providers of these group insurance plans and any changes in benefit levels, coinsurance and/or employee premium contributions. The Township will notify the OPBA in advance of making any changes in the providers, the benefit plans or employee contributions. Employees covered by this Agreement shall be eligible to participate in the Section 125 Premium Only Payment Plan authorized by the Township Trustees, which allows employee contributions toward premiums to be on a pre-tax basis. During the term of this Agreement the deductibles associated with the HSA or HRA shall be apportioned ninety percent (90%) to the Township and ten percent (10%) to OPBA members.

Section 2. Each full-time employee shall contribute to the premium costs for major medical/hospitalization benefits on a monthly basis, in accordance with the following cost-sharing formula:

90% of monthly premium costs paid by the Township
10% of monthly premium costs paid by the Employee

Section 3. The Township will provide Short-Term Disability Benefits for each full-time employee under a group accident and sickness insurance policy. Short-Term Disability Benefits will begin after an employee is off work for two (2) weeks due to non-work related injury or illness, provided that he satisfies all of the eligibility requirements set forth in the insurance policy. Eligible employees shall receive weekly disability benefits equal to 60% of the employee's gross weekly income, for a maximum period of 52 weeks.

Section 4. For plan years 2013 through 2015, the Township shall continue to utilize an *ad hoc* Health Care Committee consisting of representatives of the Township and of representatives of the Township's bargained for and non-bargained for employees, which shall review the group health care benefit plan options made available to Township employees. The

Committee may recommend to the Township any benefit changes designed to contain health care benefit costs, but the Township retains full discretion and authority to determine the benefit plans made available to Township employees.

ARTICLE 19 - UNIFORM ALLOWANCE

Section 1. Effective on the indicated dates, each full-time employee shall receive an annual uniform allowance in the following amount:

Date	Amount
May 1, 2013	$500.00
May 1, 2014	$500.00
May 1, 2015	$500.00

ARTICLE 20 - HOLIDAYS

Section 1. Each full-time employee shall be entitled to the following Holidays:

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

Section 2. In addition to the designated Holidays, each full-time employee shall be entitled to three (3) Personal Holidays per calendar year. The distribution of these Personal Holidays for newly hired employees shall be as follows:

Employee hired in 1st Quarter	3 Personal Holidays in calendar year of hire
Employee hired in 2nd Quarter	2 Personal Holidays in calendar year of hire
Employee hired in 3rd Quarter	1 Personal Holiday in calendar year of hire
Employee hired in 4th Quarter	0 Personal Holidays in calendar year of hire

Personal holidays must be scheduled with the approval of the Chief or his designee, and may be taken in minimal increments of four (4) hours.

Section 3. Each full-time employee who does not work on a Holiday shall receive eight (8) hours of pay at the employee's base hourly rate at the time of the Holiday for each

Holiday. An employee who works on a Holiday shall be paid straight-time for hours worked on the Holiday, but shall receive an additional paid day off at a future date mutually agreed between the employee and the Chief.

Section 4. If a Holiday occurs while an employee is on vacation, such vacation day will not be charged against his vacation leave.

Section 5. Holiday time may not be taken in advance of the Holiday date.

ARTICLE 21 - VACATIONS

Section 1. Each full-time employee will earn vacation time off in accordance with the following schedule:

After one (1) year of continuous service	10 days
After five (5) years of continuous service	15 days
After ten (10) years of continuous service	20 days
After twenty (20) years of continuous service	25 days
After twenty-five (25) years of continuous service	30 days

No employee will be entitled to vacation leave under any circumstance until he has completed one (I) year of employment with the Township. Continuous service shall be defined as uninterrupted full-time employment (minimum 30 hours per week average on a yearly basis), provided that Sick Leave or other leave of absence authorized by the Township shall not be considered an interruption of employment. Vacation leave is earned while on vacation or Sick Leave, but additional vacation leave is not accrued through accumulation of paid overtime.

Section 2. The Township, upon receipt of certified documentation may, at its discretion, grant service credit for full-time service with the State of Ohio or any of its political subdivisions.

Section 3. Vacation pay shall be computed at the employee's straight-time hourly rate times forty (40) hours when a full week of vacation is taken, or eight (8) straight-time hours

when a single day is taken. Vacation leave will be granted in minimum units of eight (8) hours, although lesser amounts may be granted with the approval of the Chief.

Section 4. Holidays or jury duty service days that fall in a vacation period shall not be counted as vacation time. Time off for such days may be taken in accordance with the vacation scheduling policy.

Section 5. Vacations will be scheduled in accordance with the work load requirements of the Department and must be approved by the Chief or his designee. In the event of conflicting requests for the same week of vacation, approval shall be based on seniority. However, once the Chief or his designee has approved a vacation request, a more senior employee may not use her seniority to bump the approved vacation.

Section 6. Vacation days must be taken in the year actually earned. Uninterrupted vacation that begins in December will be construed as having been taken in December even if it continues into January. However, recognizing that under unusual circumstances an employee may not be able to use all vacation days in the year earned, the Township may, at its discretion, permit an employee to (1) carryover no more than five (5) vacation days to the following year, which days must be used by December 31 of that year or be lost; or (2) request compensation at his straight-time rate of pay for up to five (5) accrued, unused vacation days, provided the employee is entitled to at least fifteen (15) days of vacation (i.e., at least five (5) years continuous service). Such requests must be made to the Township Clerk by December 1 of the calendar year. Any additional compensation shall be reflected in the final payroll check for that year.

Section 7. Vacation periods may not exceed fourteen (14) consecutive calendar days at one time unless otherwise approved by the Chief.

Section 8. An employee with one (1) or more years of service, who resigns, retires, or dies, is entitled to compensation at the employee's current rate of pay, for any earned but unused vacation leave to the employee's credit at the time of separation. Such payments shall be made within thirty (30) calendar days after separation and shall not exceed two (2) years vacation accumulation.

Section 9. Pay for vacation time taken shall be distributed on normal dates as though the employee had been working. Vacation pay will not be issued in advance. Each employee shall be responsible for making arrangements for receipt of vacation pay.

ARTICLE 22 - EXPENSE REIMBURSEMENT

When using a personal vehicle, employees shall be reimbursed for actual miles driven, measured from the Town Hall, at the IRS approved rate. Employees shall receive reimbursement for other expenses incurred while traveling on official Township business in accordance with Township policy, provided such travel has been authorized in writing by the Chief or his designee.

ARTICLE 23 - EMPLOYEE EDUCATIONAL ENHANCEMENT

Each employee who participates in the Township's "Employee Educational Enhancement" program, and who voluntarily resigns his employment with the Township within five (5) years after receipt of an educational reimbursement under the policy, will be required to repay to the Township the amount of that reimbursement.

ARTICLE 24 - WAGES

Section 1. The pay grades and annual salaries for all employees covered by this Agreement are set forth in the attached Appendix A.

Section 2. Each employee's current base pay will be increased by the following amounts, on the dates indicated:

Effective January 1, 2013:	1% General Wage Increase
Effective January 1, 2014:	2% General Wage Increase
Effective January 1, 2015:	3% General Wage Increase

Section 3. Employees will be required to serve the following minimum time in each respective pay grade before being eligible for advancement to a higher pay grade:

Dispatcher - Entry/Probationary – Grade E	6 months
Dispatcher - Probationary – Grade D	6 months
Dispatcher - Grade C	12 months
Dispatcher - Grade B	24 months
Dispatcher – Grade A	
Records Clerk/Dispatcher Probationary – Grade E	6 months
Records Clerk/Dispatcher Probationary – Grade D	12 months
Records Clerk/Dispatcher - Grade C	12 months
Records Clerk/Dispatcher - Grade B	24 months
Records Clerk/Dispatcher - Grade A	
Part-Time Dispatcher Probationary – Grade D	6 months
Part-Time Dispatcher - Grade C	12 months
Part-Time Dispatcher - Grade B	24 months
Part-Time Dispatcher - Grade A	

Advancement to a higher pay grade shall be based upon the recommendation of the Chief, satisfactory performance, and approval of the Trustees.

Section 4. Grade changes for all employees will take effect at the beginning of a pay period following promotion, and upon approval by the Trustees.

ARTICLE 25 - EMPLOYEE RIGHTS

Section 1. An employee has the right to the presence of an OPBA representative at all disciplinary interrogations, upon request.

Section 2. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or to participate in an investigation, he shall be

advised that his refusal to answer such questions or to participate in such investigation will be the basis of such a charge.

Section 3. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

Section 4. An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 5. An employee may reasonably request an opportunity to review his personnel file, provided such request is made in writing. The Township shall make the employee's personnel file available for review by the employee within one (1) week of a proper request at a mutually agreeable date and time. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 6. Any employee who may be subject to disciplinary action, the primary basis of which was generated by a citizen complaint, shall be entitled to a copy of such complaint prior to the implementation of disciplinary action. The Township also shall provide a copy to the Union. Unsigned and/or anonymous complaints shall not form the sole basis of disciplinary action.

ARTICLE 26 - SAVINGS CLAUSE

Section 1. Should any provision of this Agreement be invalidated by operation of law or be declared invalid by any tribunal or court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

Section 2. Should any provision or provisions of this Agreement be invalidated as outlined above, upon written request by either party, the parties shall meet within thirty (30) days to discuss the impact of such invalidation and to consider modification of the invalidated provision or provisions.

ARTICLE 27 - TRAINING

Section 1. Each employee shall be provided a minimum of 24 hours of training annually.

ARTICLE 28 - DURATION

This Agreement shall remain in full force and effect for three (3) years, effective January 1, 2013 to December 31, 2015, unless notice of an intent to terminate or modify this Agreement is served by one party upon the other as provided in Section 4117.14 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ___ day of _____, 20___.

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

By:_____

By:_____

By:_____

BAINBRIDGE TOWNSHIP BOARD OF TRUSTEES

By:_____

By:_____

By:_____

APPENDIX A

WAGES

Job Title	Effective January 1, 2012	Effective January 1, 2013 (1%)	Effective January 1, 2014 (2%)	Effective January 1, 2015 (3%)
Dispatcher Probationary Grade E	16.34 per hour	16.50 per hour	16.83 per hour	17.34 per hour
Dispatcher Probationary Grade D	18.18 per hour	18.36 per hour	18.73 per hour	19.29 per hour
Dispatcher Grade C	19.96 per hour	20.16 per hour	20.56 per hour	21.18 per hour
Dispatcher Grade B	20.86 per hour	21.07 per hour	21.49 per hour	22.14 per hour
Dispatcher Grade A	21.40 per hour	21.61 per hour	22.05 per hour	22.71 per hour
Records Clerk Probationary Grade E	16.75 per hour	16.92 per hour	17.26 per hour	17.77 per hour
Records Clerk Probationary Grade D	18.60 per hour	18.79 per hour	19.16 per hour	19.74 per hour
Records Clerk Grade C	20.35 per hour	20.55 per hour	20.97 per hour	21.59 per hour
Records Clerk Grade B	21.26 per hour	21.47 per hour	21.90 per hour	22.56 per hour
Records Clerk Grade A	21.80 per hour	22.02 per hour	22.46 per hour	23.13 per hour
Part-Time Dispatcher Probationary Grade D	14.08 per hour	14.22 per hour	14.50 per hour	14.94 per hour
Part-Time Dispatcher Grade C	15.17 per hour	15.32 per hour	15.63 per hour	16.10 per hour
Part-Time Dispatcher Grade B	16.78 per hour	16.95 per hour	17.29 per hour	17.81 per hour
Part-Time Dispatcher Grade A	18.37 per hour	18.55 per hour	18.92 per hour	19.49 per hour