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COLLECTIVE BARGAINING AGREEMENT

CHESTER TOWNSHIP

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Sergeants
Patrol

Effective: January 1, 2013

Expires: December 31, 2015

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**ARTICLE 1
PURPOSE AND INTENT**

SECTION 1.1 This Agreement is made between Chester Township, hereafter referred to as the Employer and the Ohio Patrolmen's Benevolent Association, hereafter referred to as the Union or Union. The male pronoun or adjective used herein refers to the female also, unless otherwise indicated. The term employee or employees where used herein refers to employees in the bargaining unit.

SECTION 1.2 In an effort to promote harmonious and cooperative relationships with the employees and to ensure its orderly and uninterrupted efficient operations, the Employer and the Union now desire to enter into an Agreement reached through collective bargaining, which will have for its purposes, among others, the following:

- A. To recognize the legitimate interest of the employees of the Employer to participate through collective bargaining, in the determination of the terms and conditions of their employment.
- B. To promote fair and reasonable working conditions.
- C. To promote individual efficiency and service to Chester Township.
- D. To avoid interruption or interference with the efficient operation of the Employer's business.
- E. To provide a basis for the adjustment of matters of mutual interest and the resolution of differences by means of amicable discussion

**ARTICLE 2
RECOGNITION**

SECTION 2.1 The Ohio Patrolmen's Benevolent Association is recognized as the sole and exclusive representative of the full-time Sergeants and Patrol Officers of Chester Township.

SECTION 2.2 Excluded are the Chief and all other employees of Chester Township.

SECTION 2.3 If substantial changes occur in the job requirements of bargaining unit members, the Employer shall notify the Union at least 60 days prior to the effective date of such change.

**ARTICLE 3
NON-DISCRIMINATION**

SECTION 3.1 The Employer and the Union agree not to discriminate against any employee on the basis of race, color, creed, national origin, sex, age, Union membership or activity.

SECTION 3.2 The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

SECTION 3.3 The OPBA agrees not to interfere with the rights of the employees to refrain or resign from membership in the Union and the OPBA shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

**ARTICLE 4
MANAGEMENT RIGHTS**

SECTION 4.1 Except as specifically limited herein, the Employer shall have the exclusive right to manage the operation, control the premises, direct the working forces, and maintain maximum efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off and promote, to promulgate and enforce employment rules and regulations, to reorganize, discontinue, or enlarge any operation or division within the police department; to transfer (including the assignment and allocation of work operations-divisions) within or to other operations-divisions; to determine the work methods and the number and allocation of facilities; to determine the manner in which all work is to be performed; to determine the size and duties of the work force, the number of shifts required, and all work schedules; to establish, modify, consolidate or abolish jobs; and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked; subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

**ARTICLE 5
NO STRIKE - NO LOCKOUT**

SECTION 5.1 In as much as this Agreement provides procedures for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Chester Township.

Therefore, the Union agrees that neither it, its officers, agents, representatives or its members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, work slowdown or any other interruption of operations or services of the Employer by its members.

SECTION 5.2 When the Employer notifies the Union that any member of the bargaining unit individually or collectively is engaged in any such activity, as outlined above, the Union agrees to immediately disclaim approval and conspicuously post a notice over the signature of an authorized representative of the Union to the effect that a violation is in progress. Such notice shall instruct all employees to return to work immediately and/or cease such action as outlined above. Any employee failing to return to work after notification by the Union as provided herein, or who participates in or promotes such strike activities as previously outlined, shall be subject to disciplinary action on an individual basis, up to and including discharge and only the question of whether or not he did in fact participate in or promote such action shall be subject to appeal.

SECTION 5.3 The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union.

ARTICLE 6 UNION REPRESENTATION

SECTION 6.1 Employees selected by the Union to act as a Union representative for the purpose of processing grievances under the Grievance Procedure shall be known as "Directors". The Director shall have an alternate who shall act as a Director only when the regular Director is not available.

SECTION 6.2 The Employer shall recognize one (1) Director and one (1) Alternate and the Union shall submit in writing to the Employer the name of the employees to act as the Director and the Alternate for the purpose of processing grievances as defined in the grievance procedure. The Employer shall be notified in writing of future changes.

SECTION 6.3 The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized in the Grievance Procedure.

SECTION 6.4 Members of the bargaining unit may be granted up to sixteen (16) hours per year time-off without pay to attend Union functions provided that operating requirements permit such leave. Members may apply eligible vacation and/or holiday time toward such leave.

**ARTICLE 7
NOTICE SPACE**

SECTION 7.1 The Employer agrees to provide notice space for use by the Union.

SECTION 7.2 All Union notices which appear on the provided space shall be signed, posted and removed by the Director. All notices are limited to A through G only:

- A. Union recreational and social affairs;
- B. Notice of Union meeting;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections; or
- F. Non-political publications, ruling or policies of the Union.
- G. Newspaper or magazine articles of interest to members.

SECTION 7.3 If the above requirements (Sec. 7.2.) are not adhered to by the Union, the Employer shall remove such material.

**ARTICLE 8
SENIORITY**

SECTION 8.1 For employees hired on or after January 1, 1991, their seniority shall be the employee's uninterrupted length of continuous service with the Chester Township Police Department commencing with the employee's last date of full-time hire. An employee shall have no seniority for the initial probationary period provided in this Agreement but, upon completion of the probationary period, seniority shall be retroactive to the date of hire.

SECTION 8.2 Seniority shall be terminated when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Is laid off for a period of two (2) years or more;
- D. Falls to report to work within fourteen (14) calendar days of receipt of notice of recall from lay off, said notice to be provided by certified mail addressed to the employee's last known address as shown on

the Employer's record.

- E. Is absent without report for three (3) scheduled work days, unless the employee can prove acceptable extenuating circumstances.

SECTION 8.3 Employees hired prior to January 1, 1991 shall not have their hiring date changed and shall continue to receive seniority credit for time granted by the Employer upon hiring.

ARTICLE 9 PROBATIONARY PERIOD

SECTION 9.1 All newly hired employees shall be subject to a non-contestable probationary period. The probationary period shall be defined as one (1) year of active duty following the date of hire, which may be extended by the Chief for up to an additional six (6) months. During this probationary period any and all action taken against an employee shall be at the sole discretion of the Chief of Police or his designee.

ARTICLE 10 DUES DEDUCTIONS AND FAIR SHARE FEE

SECTION 10.1 The Employer agrees to deduct from the wages of bargaining unit member's dues required by the OPBA by payroll deduction. All members of the bargaining unit shall either become dues paying members of the OPBA, or as a condition of continued employment, remit to the OPBA a fair share fee in the amount set by the OPBA per person per month in accordance with the provisions of O.R.C. 4117.09(c), starting with the sixty-first (61) day of employment with the Employer or the execution date of this Agreement, whichever is first.

SECTION 10.2 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 10.3 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) revocation of the check-off authorization in accordance with the terms of this Agreement; or (5) resignation by the employee from the Union.

SECTION 10.4 The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

SECTION 10.5 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected by the second pay period following notice of such error.

SECTION 10.6 The rate at which dues are to be deducted shall be certified to the Fiscal Officer of Chester Township with a copy to the Chief of Police, by the OPBA Executive Director or his designee within ninety (90) days of the Execution of the Agreement. One (1) month advance notice must be given the Fiscal Officer of Chester Township, prior to making changes in an individual's dues deduction.

SECTION 10.7 Dues and Fair Share Fees shall be remitted by the Employer once each month to the OPBA, P.O. Box 338003, North Royalton, OH 44133.

ARTICLE 11 HOURS OF WORK

SECTION 11.1 The normal working period for employees covered by this Agreement will be forty (40) hours in a one (1) week period. Scheduling of employees within such one (1) week period is a management right.

ARTICLE 12 OVERTIME

SECTION 12.1 Overtime for employees shall be defined as hours worked over and above the normal forty (40) hours in a one (1) week period or eight (8) consecutive hours in a one (1) day period and such hours worked shall be compensated at one and one-half times the regular hourly rate.

SECTION 12.2 For the purpose of overtime computation, except for vacation, holidays and compensatory time, only hours worked shall be considered. All other hours paid, but not worked for any other reason shall be excluded from the computation of overtime.

SECTION 12.3 Employees appearing in Court on behalf of the Employer during non-scheduled work time shall be paid a minimum of four (4) hours at the rate of time and one-half. Travel time from the employee's home to court and back shall be included and paid. Employees shall not be required to report to the station before going to court on their days off, nor shall they be required to drive a police vehicle. Employees desiring

to drive a cruiser may do so and those electing to drive their own vehicle shall not receive a mileage allowance. Employees shall be paid the four (4) hour minimum or the actual time (including travel) spent, whichever is greater. When an "off duty" court appearance requires the employee to be on duty at court through the lunch or dinner hours, the employee shall receive an allowance of live dollars (\$5.00) for each such meal. Court appearance hours shall not be pyramided for overtime purposes nor shall the four (4) hour minimum apply if the court appearance is contiguous to the employee's scheduled shift.

SECTION 12.4 Employees shall have the option of banking overtime, at the rate of 1.5 hours for each overtime hour worked. However, the maximum number of hours banked shall not exceed ninety six (96) hours. Employees must elect at the time of occurrence to either bank the hours or receive compensation.

SECTION 12.5 Work hours that cannot be filled by part-time employees shall be offered to employees within the same classification on the basis of seniority.

ARTICLE 13 HOLIDAYS

SECTION 13.1 The following days are paid holidays for bargaining unit members:

SECTION 13.2 Effective January 1 of each year, bargaining unit members will be credited with the above listed holidays, which will be earned during the next twelve (12) months as they actually occur. Holidays may be taken at any time within the calendar year, upon the approval of the Chief of Police or his designee.

Employees, who use holidays in advance of the earned date and who then leave the employment of the department, shall have those hours of the holiday(s) used in advance deducted from their final paycheck.

SECTION 13.3 Bargaining Unit members who work the actual holiday may elect to receive their regular rate of pay in addition to time and a half (1 ½) their regular rate of pay, in which case, their holiday bank will be reduced by one (1) holiday. The employee who elects this option must submit a holiday pay request form to the Chief of Police or his designee on or before the holiday.

SECTION 13.4 Bargaining unit members whose day off falls on an actual holiday, may elect to receive holiday pay and reduce his holiday bank by one (1) holiday. Employees who elect this option will be compensated at their regular rate of pay. The employee must submit a holiday pay request form to the Chief of Police or his designee on or before the holiday.

SECTION 13.5 Bargaining unit members who do not use accrued holidays in the calendar year in which they are earned or elect the options outlined in Sections 13.3

and 13.4 will be compensated at their regular rate of pay for the unused holiday hours in the second pay period of the next year.

Unused holidays (straight time) may be converted to comp time upon the approval of the Chief of Police or his designee, not to exceed the comp time bank cap outlined in Article 12, Section 12.4.

ARTICLE 14 VACATIONS

SECTION 14.1 All full-time employees of the Employer shall be entitled as of January of each year to the following paid vacation provided they have worked at least one thousand forty (1,040) hours in the preceding year and have accrued the required years of service as follows:

Length of Service	Length of Vacation
Over one year	One week
Over two but less than five years	Two weeks
Over five but less than ten years	Three weeks
Over ten but less than twenty years	Four weeks
Over twenty years	Five weeks

Although vacation entitlements may be taken as of the beginning of the calendar year as set forth above, any reimbursement payments for used or unused vacation to which the Township or the officer is entitled, whether due to retirement, resignation; termination or any other reason, shall be calculated based upon the officer's anniversary date rather than the beginning of the calendar year.

SECTION 14.2 An employee who has earned vacation time by reason of being employed in this Department shall be able to transfer his vacation time to another department should he elect such a transfer.

SECTION 14.3 Based on a 2080 hour work year, all transfers from part-time Chester employment to full-time Chester employment shall be credited with the hours actually worked towards vacation accrual.

SECTION 14.4 Any employee who retires or dies and has unused vacation time shall receive such vacation time paid to him or his estate.

SECTION 14.5 The dates of vacation shall be determined by seniority and by mutual agreement between the employee and his/her supervisor. Management shall solicit from the bargaining unit by each January 15 a preference list of vacation dates. This list shall be arranged by bargaining unit seniority and each bargaining unit member shall be notified as to which dates are available for his/her choice. The final vacation list

shall be posted by February 15 of each year. Employees desiring to take their vacation between January 1 and February 15 of each year shall notify the Chief of Police or his designee in writing at least 30 days in advance of their desired vacation time and with the further provision that the Chief or his designee will act upon said request within seven (7) days of receipt.

SECTION 14.6 With reasonable notice, and consistent with operating requirements and with the approval of the Chief or his designee bargaining unit members shall be allowed to move their vacation times within the year to dates or times not reserved by other members of the bargaining unit.

SECTION 14.7 Requested vacation. Vacation leave may not be taken in less than one-half day (4 hour) increments and must be pre approved by the Chief or his designee. Such request shall not be unreasonably denied.

SECTION 14.8 Any employee who fails to use all of the vacation hours to which he/she is entitled shall elect to receive cash for said hours or have said hours accumulate (up to 80 hours) and use them in the subsequent year. On the second pay day in January of each year, each employee will be paid for all unused vacation from the previous year in excess of 80 hours or at the employee's option all unused vacation hours.

ARTICLE 15 DISCIPLINE

SECTION 15.1 Disciplinary action taken by the Employer shall be for just cause

SECTION 15.2 All non-probationary employees who are given a written reprimand, suspended, demoted or discharged, shall be given written notice regarding the reason(s) for the disciplinary action.

SECTION 15.3 Prior to any discipline being imposed, the non-probationary employee shall be given a meeting to respond to the Chief of Police or his designee.

SECTION 15.4 In the case of a suspension or a dismissal, a non-probationary employee may immediately file a grievance at Step Two of the Grievance Procedure contained in Article 16 of this Agreement. Such Step Two hearing shall be held within five (5) calendar days of the filing of the grievance and be answered within five (5) calendar days of the hearing.

ARTICLE 16 GRIEVANCE PROCEDURE

SECTION 16.1 It is mutually understood that the prompt presentation, adjustment and answering of grievances is in the interest of sound relations between the employees

and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. Actions by the Employer or the Union which tend to impair or weaken the Grievance Procedure are improper.

SECTION 16.2 A grievance is a dispute or difference between the Employer and the Union or between the Employer and an employee, concerning the interpretation and/or application of and/or compliance with any provision of the Agreement.

SECTION 16.3 When a grievance arises, the following procedure shall be observed:

Step One: The Union Director shall present the grievance to the Chief or his designee within five (5) calendar days after the employee learned or should have learned of the event(s) giving rise to the grievance and upon which the grievance is based. Within five (5) calendar days thereafter, the Chief or his designee shall meet with the Union Director and grievant to conduct the grievance hearing. The grievance form shall set forth the details of the grievance, i.e. the fact upon which it is based, the Articles allegedly being violated, the approximate time of occurrence and the relief and remedy requested and shall be dated and signed by the employee(s).

Within five (5) calendar days after the Step One Hearing, the Chief or his designee shall respond in writing to the Union.

Step Two: If the grievance is not satisfactorily settled at Step One, it shall be presented in writing to the Trustees or their designee, by the Union, within ten (10) calendar days following receipt of the Step One answer. Thereafter, the Trustees or their designee shall meet with the Director and the grievant, and a representative of the Union at a date and time mutually agreeable to the parties but, in any case, within fifteen (15) calendar days following receipt of the appeal. Thereafter, within fifteen (15) calendar days, the Trustees or their designee shall provide a written answer to the grievance.

Step Three: If the grievance is not satisfactorily settled at Step Two, the Union may, within thirty (30) calendar days after receipt of the Step Two answer, submit the issue to arbitration by notifying both the Employer and the American Arbitration Association or the Federal Mediation and Conciliation Service, in writing, of its decision to arbitrate. Upon written notice of the Union's intent to arbitrate, the Association or the Service shall submit a panel of seven (7) arbitrators to each party and the arbitrator shall be chosen by the Alternate Striking method. The cost and fees of arbitration shall be equally split by the parties. The hearing(s) shall be

conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

SECTION 16.4 In the event a grievance is submitted to arbitration, the Arbitrator shall have jurisdiction only over disputes as to the interpretation and/or application of and/or the compliance with provisions of this Agreement. In reaching his decision, the Arbitrator shall have no authority to add to or subtract from or modify in any way the provisions of this Agreement. The Arbitrator shall issue a decision within thirty (30) calendar days after the close of the Arbitration hearing. The decision of the Arbitrator shall be final and binding on the parties.

SECTION 16.5 The time limits set forth in the Grievance Procedure may be extended by mutual agreement of the Employer and the Union. Calendar days as used herein shall include Saturdays, Sundays, and Holidays. Grievances not timely processed by the Employer may automatically be appealed by the Union to the next step. Grievances not timely processed by the Union shall be regarded as settled.

SECTION 16.6 Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance with the appropriate Union Steward. Each employee to be included in such grievance shall be named in the grievance. Such grievance may be initiated at Step two of the grievance procedure provided the grievance is filed within fifteen (15) days of the occurrence or the action giving rise to the grievance.

SECTION 16.7 Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall be compensated at their regular hourly rate for all hours during which attendance is required by the Employer. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees adversely affect the normal operations of the department.

ARTICLE 17 MEDICAL/LIFE INSURANCE

SECTION 17.1 The Employer will continue to provide substantially equivalent life, hospitalization and medical insurance programs as that in effect on the date of execution of this Agreement including the prescription and dental coverages.

SECTION 17.2 Employees shall pay ten percent (10%) of the appropriate monthly premium including any changes in the premiums as they occur.

SECTION 17.3 Employees may elect to drop or decline the insurance, excluding life insurance, provided by the Township, provided he or she is covered by his/her spouse's employer provided plan, and provided further, that any such declination would

not drop total participation in the employer provided plan below the 60% minimum participation level. In the event declination by any given employee would reduce the participation the required 60 percent level, such employee may not exercise his or her otherwise provided right to decline. Any such employee dropping or declining the insurance provided by the Township will be eligible for payment in lieu of coverage at the rate of 25 percent of the cost of health care premiums or payments, that otherwise would be paid by the Employer for the Employee under the group health care plan, NOT TO exceed One Thousand dollars (\$1,000.00) per year. Said payments shall be made semi-annually during the months of January and July of each calendar year and pro rated for partial years or months. In the event any such employee having exercised his or her declination rights loses coverage through his or her spouse's employer, the employee may, within thirty (30) days of any such loss of coverage, apply to enroll in the Chester Township health insurance program, in which case, the decision as to whether or not the medical screening and/or pre-existing condition clauses will be applicable, will be dependent upon the terms of the existent policy provided by Chester Township. In the event any such employee falls to apply within thirty (30) days, subsequent application will be subject to medical screening and pre-existing condition clauses to the extent permitted by State and/or Federal law.

SECTION 17.4 The Parties agree to form a labor-management health insurance cost containment committee whose function shall be to review alternative health plans or plan designs so as to keep insurance costs in check.

ARTICLE 18 INJURY LEAVE

SECTION 18.1 An employee who is disabled as a result of the performance of duties within the scope of his employment as a full-time employee of the Employer, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, but for a period not to exceed 90 work days from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this Section whether or not the employee has accumulated sick leave and same will not be charged against accumulated sick leave. In no event will an employee receive more than his regular compensation while on disability leave.

SECTION 18.2 Any employee who obtains a paid leave under this Article shall file for Worker's Compensation promptly and sign a waiver assigning to the Employer those sums of money (temporary total disability benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

SECTION 18.3 A certificate of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Chief or his designee before the last day of the week in which the disability occurred and upon

request of the Chief of Police or his designee, while the disability continues. An employee receiving disability leave must, as a condition therefore, submit to a physical or physicals by a physician or surgeon chosen by the Employer at any time at the expense of the Employer.

ARTICLE 19 SICK LEAVE

SECTION 19.1 **Crediting of Sick Leave.** Sick leave credit shall be earned at the rate of 4.60 hours for each eighty (80) hours of service, up to a maximum of one hundred twenty (120) hours per year. Sick leave credit shall be prorated to the hours of completed service in each pay period. Unused sick leave shall accumulate without limit.

SECTION 19.2 **Uses of Sick Leave.** Sick leave shall be granted to an employee, who is unable to perform his duties, upon approval of the Chief or his designee for the following reasons:

- A. Illness or injury to the employee or immediate family member that requires his attention. ("Immediate family" shall mean the father, mother, sister, brother, wife, husband or children related either by blood or marriage to the employee and who are residing with the employee. Immediate family NOT residing with the employee, sick leave may be used, providing that other accumulated leave has been exhausted).
- B. Medical, dental or optical examination or treatment of the employee.
- C. Pregnancy and/or childbirth of the employee and other conditions related thereto.

SECTION 19.3 **Charging of Sick Leave.** Sick leave shall be charged in minimum units of one-half (1/2) day, unless the employee leaves work early due to illness in which case no minimum shall apply.

SECTION 19.4 **Evidence Required for Sick Leave Usage.** The Chief or his designee may require an employee to furnish a standard written signed statement explaining the nature of the illness or injury to justify the use of sick leave. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action which may include dismissal.

SECTION 19.5 **Notification by Employee.** When an employee is unable to work, he shall notify his supervisor or other designated person, within at least two (2) hours before the time he is scheduled to report to work on each day of the absence, unless

the employee can prove extenuating circumstances. The employee shall advise as to the expected length of his/her absence.

SECTION 19.6 Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Employees who are suspected of sick leave abuse shall be dealt with on an individual basis in accordance with Departmental policy.

SECTION 19.7 Physician Statement. If medical attention is required, the employee may be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his duties.

SECTION 19.8 Sick Leave Certification and Approval. The Employer may at its discretion require any employee requesting paid sick leave to furnish substantiation¹ evidence or a statement from their attending physician certifying that absence from work was required due to one of the reasons in Section 19.2 above. In any case, such certification must be presented whenever sick leave is requested for three (3) or more consecutive workdays.

SECTION 19.9 Upon death, retirement and/or resignation from service after twenty (20) or more years of continuous service in the department, or upon death resulting directly from actual physical injuries received in the line of duty, an employee shall be paid the value of 1/3 of his/her accumulated sick leave credit to maximum accumulation of 960 hours/a maximum payment of 320 hours. In the event of death, payment shall be made to employee's designated beneficiary, if any, failing which payment shall be made to his/her estate.

SECTION 19.10 Transfer of Sick Leave. An employee who transfers from this department to another department of the Township shall be allowed to transfer his accumulated sick leave to the new department. Employees hired by The Chester Township Police Department who have accumulated sick leave from public service with the State of Ohio or any other political subdivision of the State, shall not be credited with such accumulated sick leave when hired by the Township.

SECTION 19.11 Bereavement Leave. In case of death of an employee's or employee's spouse's immediate family (immediate family is defined as mother, father, sister, brother, grandparent, grandchild, wife, husband, or child of the employee by blood or marriage), the employee shall be granted up to three (3) days of bereavement leave. However, the employee may use other types of leave as necessary, the use of such leave shall not be unreasonably denied.

SECTION 19.12 An Employee who does not use any sick leave within the preceding twelve (12) months (December 1 thru November 30) shall be entitled to a sick leave bonus of Three Hundred Fifty Dollars (\$350.00). An Employee who uses no more than two (2) sick leave days shall be entitled to a sick leave bonus of Two Hundred Dollars (\$200.00). Said bonus shall be on or before the last Friday in November.

ARTICLE 20 UNIFORM ALLOWANCE

SECTION 20.1 The Employer shall provide newly appointed full-time employees an initial uniform and equipment issue. If the employee leaves the employ of the Township all non-clothing items shall be returned to the Chief of Police or his designee.

SECTION 20.2 All uniform items shall be as designated by the Chief of Police and each officer shall be responsible for maintaining his or her uniform and equipment in a condition acceptable to the Chief of Police. Each non-probationary officer shall receive an annual uniform allowance of \$800.00 payable through purchase order. Employees may purchase approved item at the store of their choice. Although the Chief of Police may designate the types and brands of all items of clothing and equipment, full body armor shall be an exception thereto and the brand thereof may be chosen by the individual employee in order to fit his or her particular needs and preferences. New body armor will be purchased at the Employer's expense as needed.

SECTION 20.3 Members assigned to the Detective Bureau shall receive an initial civilian clothing allowance of One Thousand Dollars (\$1,000.00). Each year thereafter, the civilian clothing allowance shall be Eight Hundred Dollars (\$800.00). A civilian clothing allowance account shall be established at a mutually agreed upon retailer.

SECTION 20.4 There shall be no carryover of the uniform allowance from year-to-year, and no advances from the next year's allowance.

ARTICLE 21 ATTENDANCE AT TRAINING SCHOOLS, SESSION OR SEMINARS

SECTION 21.1 Members requesting permission to attend any school, training session or seminar shall submit a written request to the Chief, stating the objective, the probable benefit to the department and the expected expenses. Such request shall be evaluated by the Chief and he shall make the final determination.

SECTION 21.2 If the Chief deems it necessary, he may require a member to attend any school, training session or seminar. Such attendance shall be deemed a requirement for their continued employment.

SECTION 21.3 Attendance at any school, training session or seminar pertinent to police matters and approved by the Chief of Police shall be compensated at the applicable hourly rate for the actual time and attendance and for all travel time in excess of one (1) hour in each direction.

SECTION 21.4 Any employee of the Chester Township Police Department required by the Chief to remain overnight to receive training shall receive an allowance for meals of Twenty-five Dollars (\$25.00) per diem and shall be reimbursed at the prevailing costs

for overnight accommodations when meals and/or accommodations are not otherwise provided, receipts for such meals and/or accommodations must be submitted and approved by the Chief. For daytime training schools, sessions or seminars, where the employee does not stay overnight, the employee shall be paid ten (\$10.00) dollars per diem for meals, reimbursement shall be made within four (4) weeks after submission of request for reimbursement when received at the Town Hall.

SECTION 21.5 An employee shall be provided with a Township vehicle to attend a required, session, seminar or Court appearance. If one is not available, he will be reimbursed at the prevailing Internal Revenue Service rate for the use of his personal vehicle. If a vehicle is available for use, but the employee chooses to use his own personal vehicle, he will not be reimbursed by the Employer.

ARTICLE 22 INTERNAL INVESTIGATIONS

SECTION 22.1 No NON CRIMINAL investigation shall be undertaken without a signed complaint form, from the person making the complaint. A copy of said complaint shall be made available to the employee being investigated.

SECTION 22.2 When an employee is to be interviewed or questioned or asked to make a statement(s) or report(s), concerning a complaint, the employee will be informed twenty-four or more hours prior to the interview, the nature of the investigation and whether the employee is the subject of the investigation or a witness.

SECTION 22.3 Employees will be in an on duty paid status for the duration of all interviews and may have their Union representative present if they so request.

ARTICLE 23 LAYOFFS

SECTION 23.1 Members of the bargaining unit may be laid off by the Township for lack of work, lack of funds, or job abolishment.

SECTION 23.2 In the event of a layoff or reduction of hours, members of the bargaining unit will be laid off in accordance with their departmental seniority (last hired, first laid off).

SECTION 23.3 A member of the bargaining unit who is laid off shall be subject to recall from lay off for a period of two (2) years.

SECTION 23.4 A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

SECTION 23.5 In the event that full time employees are laid off and there is a need for part time employment, full time laid off employees will be given preference for such part time assignments, provided they have current phone and addresses on file with the Township and that they are available on a forthwith basis.

**ARTICLE 24
WAGES**

SECTION 24.1 The following compensation schedule shall be effective for the full time employees of the Chester Township Police Department (Police Officers).

1.1.2013
1% increase

Sergeant	\$33.87	\$70,449.60
Ptl. 4 th Yr.	\$29.57	\$61,505.60
Ptl. 3 rd Yr.	\$28.12	\$58,489.60
Ptl. 2 nd Yr.	\$25.28	\$52,582.40
Ptl. 1 st Yr.	\$23.80	\$49,504.00

1.1.2014
2% increase

Sergeant	\$34.54	\$71,843.20
Ptl. 4 th Yr.	\$30.16	\$62,732.80
Ptl. 3 rd Yr.	\$28.68	\$59,654.40
Ptl. 2 nd Yr.	\$25.79	\$53,643.20
Ptl. 1 st Yr.	\$24.27	\$50,481.60

1.1.2015
2.5% increase

Sergeant	\$35.41	\$73,652.80
Ptl. 4 th Yr.	\$30.92	\$64,313.60
Ptl. 3 rd Yr.	\$29.40	\$61,152.00
Ptl. 2 nd Yr.	\$26.43	\$54,974.40
Ptl. 1 st Yr.	\$24.88	\$51,750.40

SECTION 24.2 Depending upon experience levels the Township may hire a Police Officer at 1st, 2nd or 3rd year levels.

SECTION 24.3 Police Officers assigned canine unit responsibilities shall be entitled to a monthly stipend of \$100.00 when so assigned.

SECTION 24.4 Officer In Charge (OIC): when Police Officers are required to perform the duties of OIC they shall receive an additional one dollar (\$1.00) per hour for the performance of these duties, however a minimum of eight (8) hours must be worked per shift. Payable in the subsequent pay period at the close of the fiscal calendar quarter.

SECTION 24.5 Longevity. Employees who have completed the required years of service by December 1st of each year shall receive the following amounts for longevity.

<u>Years Completed</u>	<u>Amount</u>
5 thru 9	\$500 annually
10 thru 14	\$1,000 annually
15 thru 19	\$1,500 annually
20+	\$2,000 annually

SECTION 24.6 Payroll errors shall be corrected no later than the next meeting of the Township Trustees.

**ARTICLE 25
CONFORMITY TO LAW**

SECTION 25.1 The provisions of this Agreement shall prevail over or be subject to any present and future Federal, State or local laws, along with any applicable Rules and Regulations as is provided in Revised Code Section 4117.10. The invalidity of any provisions of the Agreement by reason of any such existing or future Law or rule or regulation shall not affect the validity of the surviving portions.

SECTION 25.2 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

**ARTICLE 26
PERSONNEL RECORDS**

SECTION 26.1 An employee may request, upon five (5) days advance notice, and be granted the opportunity to review his personnel file and add memoranda to the file, clarifying any documents contained in the file. A request for copies of items included in the file shall be honored without cost to the employee. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition. Requests for review shall be given to the Chief of Police or his designee.

SECTION 26.2 Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters under the following time frames, providing that there are no intervening disciplinary actions taken during that time period:

Oral and written reprimands	18 months
Suspensions of less than 3 days	24 months
Suspensions of 3 days or more	36 months

Records of disciplinary action that no longer have force and effect pursuant to the above shall not be considered for purposes of progressive discipline.

SECTION 26.3 Should an employee dispute any of the contents of his personnel file, he may attach a written rebuttal to the disputed item for inclusion into his file.

SECTION 26.4 There shall only be one personnel file kept for each employee. An employee shall be notified when a copy of his personnel file or a part of its contents is given to a member of the media or of the public.

SECTION 26.5 The Township Fiscal Officer shall be permitted to maintain a file to include payroll, sick leave, holiday time and vacation time and any and all other financially related matters. The Township Fiscal Officer shall be responsible for all contents of these files.

**ARTICLE 27
FAMILY AND MEDICAL LEAVE ACT OF 1993**

SECTION 27.1 Chester Township, hereinafter known as the "Employer", and the Ohio Patrolmen's Benevolent Association hereinafter known as the "Union" or "OPBA", do hereby agree to establish and administer the Employer's Family and Medical Leave Act policy and procedure in accordance with the Collective Bargaining Agreement. (29 U.S.C.A. Section 2601, et seq.)

SECTION 27.2 In accordance with the articles entitled "sick leave" of the agreement, employees shall be allowed, at their discretion, to maintain a balance of

fifty-six (56) hours of sick leave prior to making the transition to unpaid status during an authorized paid Family and Medical Leave, but must exhaust accrued vacation days.

SECTION 27.3 Coordination of the contractual provisions, the Employer's policy, and the Family and Medical Leave Act of 1993 shall be effective October 1, 1994.

**ARTICLE 28
LABOR MANAGEMENT**

SECTION 28.1 A Labor Management Committee consisting of one (1) individual who represents the Union unit and one (1) who represents the Administration shall be established. This committee may meet as necessary to discuss items of concern to the employees and management of the Police Department.

**ARTICLE 29
DURATION OF AGREEMENT**

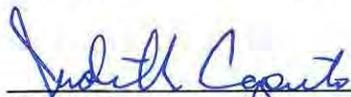
SECTION 29.1 This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Union and except as otherwise noted herein shall become effective as of the date of ratification and shall remain in full force and effect until December 31, 2015. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2015, notice of such a desire shall be given not sooner than ninety (90) calendar days prior and no later than sixty (60) calendar days prior to the expiration.

**ARTICLE 30
EXECUTION**

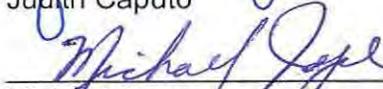
IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representative this 2nd day of May, 2013, Motion 2013-261.

FOR CHESTER TOWNSHIP:

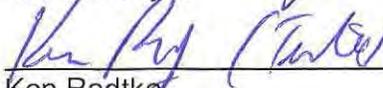
FOR THE OPBA:



Judith Caputo Trustee



Michael Joyce Trustee



Ken Radtke Trustee



Kevin Powers, Attorney for OPBA