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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

SAGAMORE HILLS TOWNSHIP

AND THE

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

**THE BARGAINING UNITS OF ALL REGULAR
FULL-TIME PATROLMAN AND
FULL-TIME SERGEANTS AND
DETECTIVES AND
FULL-TIME DISPATCHERS**

Beginning January 1, 2013 - Ending December 31, 2015

ARTICLE 1.

AGREEMENT/PURPOSE

Section 1. This Agreement entered into by the Township of Sagamore Hills, hereinafter referred to as the "Employer", and Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union" or the "OPBA", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in entirety, the full and complete understandings and Agreements between the parties governing the wages, hours, terms and other conditions of employment for those Employees included in the bargaining units as defined herein.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties.

ARTICLE 2.

RECOGNITION

Section 1. The Ohio Patrolmen's Benevolent Association, ("OPBA") is recognized as the sole and exclusive representative for the bargaining units of all regular full-time Patrol Officers, full-time Dispatchers, Sergeants and Detectives in the Department of Police for the purpose of establishing rules and conditions of employment. The Township will not recognize any other Union, organization, or person as the representative for any of the bargaining unit members.

Section 2. Employee is defined as a member of any of the bargaining units defined above.

ARTICLE 3.

NON-DISCRIMINATION

Section 1. Both the Township and the Union recognize their respective responsibilities under the Federal and State Civil Rights Laws; or employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the Township and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, sex, age or disability.

Section 2. The Township recognizes the right of all Employees to be free to join the Union. The Township agrees there shall be no discrimination, interference, restraint, coercion, or reprisal by the Township against any Employee or any applicant for employment because of Union membership.

ARTICLE 4.

DUES DEDUCTION

Section 1. The Employer agrees to deduct from the wages and salaries of the bargaining unit members dues required by the OPBA by payroll deduction. All members of the bargaining units 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. 4117.090, starting the thirty-first (31) day of employment with the employer or execution date of this Agreement, whichever comes first.

Section 2. Dues and Fair Share Fees shall be paid over by the Employer once each month to the OPBA at P.O. Box 338003, North Royalton, Ohio 44133, or such address as set by the OPBA from time to time.

Section 3. An Employee shall have the right to revoke such authorization by giving written notice to the Employer and the OPBA at any time during the fifteen (15) day period preceding the termination of this Agreement, and the authorization card shall state clearly on its face the right of an Employee to revoke during that period.

Section 4. The Employer's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 5. The OPBA will indemnify and hold the Employer harmless from any action arising out of deductions hereunder and commenced by an Employee against the Employer.

Section 6. All bargaining unit Employees who are not members of the OPBA shall pay a fair share fee to the OPBA in the amount of Employee dues as set by the OPBA from time to time. The deduction to the fair share fee from any earnings of the Employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the OPBA of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

Section 7. The Employer shall, at the Employee's request, deduct union dues if said Employee is not a bargaining unit member.

ARTICLE 5.

BULLETIN BOARDS

Section 1. The Township shall provide the Union with a Bulletin Board provided that: Such Bulletin Board shall be used only for posting notices bearing the written approval of the Associate of the Union or an official representative of the OPBA, and shall be solely for Union business; and no notice or

other writing may contain anything controversial or critical of the Township or any other institution or of any Employee or other person; and upon request from an appropriate official of the Township the Union will remove any notice or other writing that the Township believes to be inflammatory or derogatory.

Section 2. The Union Bulletin Board shall be kept separate from any other Bulletin Board which the Township may have for their purposes.

ARTICLE 6.

OPBA REPRESENTATION

Section 1. Non-Employee representation by the OPBA shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his/designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on duty bargaining unit member Employee, provided that arrangement of the contact is not unduly disruptive of Employee's job responsibilities.

Section 2. Release time shall be granted for members of the Negotiation Grievance Committees in compensation for hours spent by each member in negotiations or grievance hearings. The release time shall be granted at a rate of one (1) hour earned and shall be taken at the discretion of the Employee provided the release time does not create overtime or does not effect the minimum manpower requirements of the Sagamore Hills Township.

Section 3. The OPBA may schedule meetings on Police Department property insofar as those meetings are not disruptive of the duties of the Employees or the efficient operation of the Department. Special rank-and-file meetings may be held at any hour. Insofar as is feasible, all on or off-duty bargaining unit members shall be afforded the opportunity to attend these meetings. Off duty officers attending those meetings shall not be compensated for their attendance.

Section 4. Reasonable provisions shall be made by the Employer so that bargaining unit members selected by the OPBA as representatives on their negotiating committee and scheduled for duty may be carried on special assignments for the entire assigned shift for the purpose of negotiating during the term of this Agreement.

Section 5. Upon advanced approval by the Chief of Police or his designee, time off may be allowed of up to eight (8) hours per person each week for a maximum of one (1) member of the negotiating committee, designated in advance, during the last sixty (60) days of this Agreement, exclusive of any extensions. The OPBA delegates shall be authorized an aggregate of seven (7) work days of paid leave per calendar year for delegates to use any time during the year to attend OPBA functions such as, but not limited to, conventions, educational meetings, or conferences. Sagamore Hills Township shall make other reasonable provisions for authorizing vacation leave or personal allowance credits for Employees to attend OPBA functions in addition to the above mentioned seven (7) days. In addition to the seven (7) days delegate days listed in this Article, the OPBA shall be authorized a delegate "time bank." Each year of this Agreement, bargaining unit members shall be authorized to donate accrued

leave time to said bank via a voucher form provided by Sagamore Hills Township. The OPBA may utilize such time as necessary for OPBA approved activities.

Section 6. The OPBA may utilize all aforementioned provisions of this Article by having the Delegate of his designee notify the Chief of Police as soon as practicable upon learning of the need for such leave, but not less than seven (7) calendar days prior to the commencement of said leave more than two (2) Employees are designated by the OPBA for said leave at any given time.

ARTICLE 7.

PROBATIONARY PERIODS

Section 1. Every newly hired Employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the Employee receives compensation from the Employer and shall continue for a period of one year.

Section 2. A probationary Employee who has lost work time due to illness or injury shall have his probationary period extended by the length of the illness or injury. A new hire probationary Employee may be terminated at any time during his probationary period and shall have no right to appeal the termination under this Agreement.

Section 3. A Bargaining Unit Member who is promoted shall be placed on a promotional probationary period for six (6) months. Should the promoted Bargaining Unit Member fail to satisfactorily complete the promotional probationary period, he shall be returned to his original position with no loss of seniority. Said Bargaining Unit Member may challenge the demotion through the Grievance and Arbitration procedure.

ARTICLE 8.

MANAGEMENT RIGHTS

Section 1. The Employer's exclusive rights include, but shall not be limited to the following, except as expressly limited by the terms set forth in this Agreement:

- A. Determine matters of inherent managerial policy, including areas of discretion of policy such as functions and programs, standards of service, overall budget, use of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire Employees;
- C. Maintain and improve efficiency and effectiveness of operations;
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge, for just cause, layoff, transfer, assign, schedule, promote, or retain Employees;

- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Department;
- H. Effectively manage the work force including hours and nature of assignments; and
- I. Take actions to carry out the mission of the Department as a governmental unit.

Section 2. Nothing in this Agreement shall operate, or be interpreted to operate, in any fashion which impairs the Employers' rights as outlined above. The Employer specifically reserves all rights and privileges not specifically identified or impaired in any Article of this Agreement. Those divisions affecting the Employee's rights as provided by this Agreement or conditions of the Employees may be challenged through the Grievance and Arbitration procedures of this Agreement.

ARTICLE 9.

APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES & DIRECTIVES

Section 1. The OPBA recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directive consistent with statutory authority; to regulate the personal conduct of employees while at work and the conduct of the employer's services and programs.

Section 2. The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every Employee shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished to the highest official of the OPBA prior to implementation.

Section 3. It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all Employees under similar circumstances. Any Employee against who such rules, policies and directives are enforced may challenge their uniformity of application or interpretation as to that Employee. This challenge shall be subject to the grievance procedure, Article 13 Grievance Procedure.

Section 4. As soon as reasonably possible after the execution of this Agreement, the Employer shall furnish to the OPBA a copy or copies of the existing written work rules.

Section 5. All new Employees, for the duration of this Agreement, shall be supplied with a personal copy of all work rules, policies, procedures and directives.

Section 6. The OPBA recognizes that it is the exclusive statutory duty of the Chief and Board of Trustees to establish general rules for the operation of the Department. However, the OPBA may request that the Chief and Board of Trustees meet to discuss the effects of any work rules upon the wages, hours, terms and other conditions of employment of those Employees included in the bargaining unit and such request shall be honored, in a reasonable timeframe.

ARTICLE 10.

PAST PRACTICES/PREVAILING RIGHTS

Section 1. All rights, privileges affecting wages and benefits, and working conditions enjoyed by the Bargaining Unit Members at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

Section 2. The Township agrees to furnish the OPBA with a written notice of the Employer's changes in Police Department rules, regulations, or policies and procedures that would affect the working conditions of the bargaining unit members or equipment. If the OPBA does not respond in writing within fifteen (15) calendar days of the date of receipt of such written notice, the OPBA will waive its right to meet and confer on the changes.

Section 3. Should the OPBA respond within fifteen (15) calendar days from the date of receipt of such written notice, the Employer agrees to meet and confer with the OPBA in order to freely exchange information, opinions and proposals relating specifically to the changes. Upon request, the Employer shall at its option provide the OPBA with or access to available resource materials studies or data relating to the merits of the changes prior to said meeting with the Employer. However, such materials shall remain the property of the Employer until such time as the Employer may choose to relinquish its rights thereto.

ARTICLE 11.

BARGAINING UNIT WORK

Section 1. The Employer shall not attempt to erode the bargaining unit, the rights of bargaining unit members, or adversely affect the safety of bargaining unit members.

Section 2. Opportunities for special duty or special assignments which result from requests by private individuals or groups for security or traffic control, shall first be offered to Bargaining Unit Members by seniority.

Section 3. Officers may work any off duty jobs in uniform that do not conflict with employment or with the Sagamore Hills Township Police Department, except for places where both : (1) beer, wine or liquor are sold for on-site consumption and (2) such sales of beer, wine and liquor are more than mere incidental sales to the primary business use. Officers may be commissioned to work for other law enforcement agencies so long as it does not conflict with employment with the Sagamore Hills Township Police Department.

Section 4. Requests for time off shall be requested in writing with as much lead time as possible, except for emergency circumstances. Except in emergency situations, time off requests shall be made 48 hours in advance of the shift to accommodate filling the position without creating unnecessary

overtime. All requests for time off shall be subject to approval, in advance, by the Chief of Police or his designee.

ARTICLE 12.

DISCIPLINE

Section 1. Any Bargaining Unit Member who is demoted, suspended or discharged shall be given written notice regarding the reason(s) for the disciplinary action within five (5) days after the occurrence giving rise to such disciplinary action. However, in the case of investigation such notice shall be given three (3) days after the completion of said investigation. In the case of suspension or discharge, the Employee shall be given the right to confer with and have present at any disciplinary hearing a representative of the OPBA.

Section 2. Disciplinary action taken by the Employer shall only be for reasonable or just cause.

Section 3. Any disciplinary action against a Bargaining Unit Member may be appealed in accordance with the dispute resolution procedure in Article 13 of this Agreement.

Section 4. Progressive discipline will be used, as a method of imposing discipline in steps, with first offense meriting light punishment and subsequent offenses receiving harsher penalties. The progression shall follow the following steps: an oral warning or counseling session, a written reprimand, a suspension and then a discharge. If the offenses are of a serious nature, the Trustees may determine that a different sequence is required. All questioning, counseling and oral warnings shall be conducted in a private and professional manner. The Employee shall have the right to recess any such meeting if it becomes hostile and request that a Township Trustee be present before the meeting is reconvened unless the matter is related to a criminal investigation.

Section 5. Records of disciplinary action shall have no force and effect, nor shall they be considered for any subsequent disciplinary charges in accordance with the following schedule: barring no reoccurrence of the same incident; written reprimands - 18 months; suspensions of four (4) days or less - 18 months.

ARTICLE 13.

GRIEVANCE PROCEDURE

It is the intent and purpose of the parties of this Agreement that all grievances shall be settled at the lowest step possible pursuant to the grievance procedure specified herein.

It is understood by the parties that any Employee shall have the right to have an OPBA representative of his own choosing present at all steps of this procedure.

Nomenclature

Grievance - A grievance shall be deemed as a written claim arising under the terms of this Agreement with regard to the interpretation or application of this Agreement, including any and all disciplinary action.

Grievant - the "grievant" shall be defined as any Employee or group of Employees allegedly harmed as a result of a violation of this Agreement.

Day - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided in this Agreement.

The following procedure shall apply to the administration of all grievances filed under this procedure.

All formal grievances shall be reduced to writing and shall include the name and position of the grievant, the specific provisions of the Agreement allegedly violated, the time and place where the alleged events or conditions giving rise to the grievance took place, and a general statement of the nature of the grievance and the relief sought by the grievant.

All formal decisions shall be rendered in writing at each step of the grievance procedure and copies of the answer shall be submitted to the grievant and his representative.

Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the administration and having such matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. Any such informal adjustment shall not be precedent setting or binding upon either the OPBA or the Employer with regard to future proceedings.

Any Employee opting to waive OPBA representation at any step in this procedure shall do so in writing prior to the commencement of the grievance hearing. However, this does not preclude the right and obligation of the OPBA to have a Business Agent present at all grievance hearings if it so chooses.

The time limits specified herein may be waived at any step by mutual Agreement of the parties. Any such waiver shall be reduced to writing and signed or initialed by both parties.

If the Employer fails, at any step, to answer a grievance filed pursuant to this procedure within the specified time limits, said grievance shall be deemed settled at that step in favor of the grievant. In the event any grievance is not filed at the appropriate step within the time limits specified, said grievances shall be considered dismissed with prejudice.

Grievance Procedure Steps

Step 1: Any Employee who believes that he has a claim arising under the term of this Agreement with regard to the interpretation or application of this Agreement including any and all disciplinary actions shall reduce said grievance to writing as provided herein and submit the same within seven (7) days of the date of occurrence or within fifteen (15) days of the date the Employee gains knowledge of the occurrence of said grievance to the Chief of Police. The Chief shall schedule a meeting with the Employee and his OPBA representative with ten (1) days from the date the Chief is informed of the grievance.

Step 2: If the grievance is not satisfactorily resolved at Step 1, the grievance shall proceed to Step 2 by the grievant notifying the Township Board of Trustees of said Appeal within ten (10) days from the date of the written response. A meeting on said grievance shall be held within five (5) days from the date the grievance is submitted to the Board of Trustees. The Board of Trustees shall respond in writing to the grievant and the OPBA representative within ten (10) days from the date of Step 2 meeting.

Step 3: If the grievant is not satisfied with the decision rendered by the Board of Trustees, the OPBA shall then have the choice to proceed to arbitration pursuant to Article 14 of this Agreement.

A non-probationary Bargaining Unit Employee who is demoted, suspended or discharged shall be given written notice immediately regarding the reason for disciplinary action. Any disciplinary action taken by the Employer shall only be for reasonable or just cause.

Within ten (10) days of notice of demotion, suspension or discharge, a hearing shall be held with the Township Board of Trustees. The Board of Trustees shall make a decision on said demotion, suspension or discharge within ten (10) days from the date of hearing. If the OPBA is not satisfied with the decision rendered by the Board of Trustees, then the same may proceed to arbitration pursuant to Article 14 of this Agreement.

ARTICLE 14.

ARBITRATION PROCEDURE

Section 1: In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within fifteen (15) days after the rendering of the decision at Step 3, the OPBA may submit the grievance to arbitration, accompanied with written notice to the Employer. The parties shall attempt to meet prior to arbitration to mutually resolve the issue. If such Agreement is not reached, the parties will promptly request the Federal Mediation & Conciliation Service (FMCS) to submit a panel of arbitrators and the parties will choose one by the alternate strike method.

Section 2: The arbitrator shall have no power or authority to add to, subtract from or in any way or manner alter the specific terms of this Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 3: The hearing or hearings shall be conducted pursuant to the rules of the FMCS.

Section 4: The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by both parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 5: An Employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena, and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either party. 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 in attendance exceed five (5) Employees.

Section 6: The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 15.

WAGES AND PERS PICK-UP COMPENSATION

Section 1:

All Bargaining Unit Employees will be under a mandatory direct deposit program for all compensation. All Bargaining Unit Members shall be paid in accordance with the following:

FULL-TIME POLICE OFFICERS

	1/1/2013	85 95	1/1/2014	1/1/2015
Start	\$20.03/hr	17.03 19.03	\$20.43/hr	\$20.94/hr
1 plus years	\$22.84/hr		\$23.29/hr	\$23.88/hr
2 plus years	\$24.92/hr		\$25.42/hr	\$26.05/hr
3 plus years	\$25.57/hr		\$26.08/hr	\$26.73/hr

SERGEANTS

Sergeants shall be paid 15% more for rank differential than the top patrol rate which will be as follows: 1/1/2013 \$29.41/hr; 1/1/2014 \$29.99/hr; 1/1/2015 \$30.74/hr..

FULL-TIME DISPATCHERS

	1/1/2013	1/1/2014	1/1/2015
Start training	\$12.63/hr	\$12.88/hr	\$13.20/hr
End of training	\$15.13/hr	\$15.44/hr	\$15.82/hr
1 plus years	\$17.70/hr	\$18.06/hr	\$18.51/hr

2 plus years	\$18.80/hr	\$19.17/hr	\$19.65/hr
3 plus years	\$21.32/hr	\$21.74/hr	\$22.28/hr

*Training period is complete after certification by supervisor.

Employees of the Township are not covered by social security. Most Employees of the Township are members of the Public Employees Retirement Systems (PERS).

Miscellaneous

The TAC Officer shall receive an additional \$1.00 per hour worked. Detectives shall receive an additional \$1.00 per hour worked.

Dispatchers and Patrol Officers shall receive an additional \$1.00 per hour for each hour spent training other employees, (not explorers, etc.) as approved by the Township Police Chief, in advance.

The positions of Detective and School Resource Officer shall be exempt positions.

ARTICLE 16.

LONGEVITY

Section 1: Effective from the Employee's full-time start date for compensation of time, all full-time Employees shall receive longevity payments after the completion of the required length of continuous full-time service pursuant to the following schedule:

After three (3)	years	.75% per year
After six (6)	years	1.5% per year
After twelve (12)	years	1.75% per year
After eighteen (18)	years	2.00% per year
After twenty-four (24)	years	2.50% per year

Section 2: Longevity payments shall be made in a lump sum on the basis of the completion of a full year of service on December 1st of each year

Section 3: Time served by an Employee during a probationary period with Sagamore Hills Police Department shall be included in computing longevity pay. Any interruption in the service of an

Employee except for allowed vacation, holidays, sick leave, disciplinary suspension and/or authorized leave of absence shall be deemed a termination of such Employee's tenure in office for the purpose of determining his/her eligibility for longevity pay. For part-time Employees, each 2,080 hours of work shall constitute one year of service.

ARTICLE 17.

SENIORITY

Section 1: Seniority for all Bargaining Unit Members shall be based upon the Employee's total service with the Employer, excluding any Employee's who are grandfathered by the Employer via a Township Resolution #34-86 dated 1/19/1993. The operation of seniority shall prevail for all applicable issues as prescribed herein.

Section 2: All newly appointed (hired) Bargaining Unit Members shall be considered probationary Employees for the first twelve (12) months of employment and shall have no ability to exercise the application of seniority during that period.

Section 3: The Employer shall furnish to the OPBA a seniority list upon request, but not more often than once per calendar year.

Section 4: For vacation purposes, seniority shall be determined by the Bargaining Unit Member's date of hire as listed in this Section.

Section 5: Employees who go from part-time to full-time within the same classification shall be credited with previous hours worked toward completion of probation.

ARTICLE 18.

DUTY HOURS

Section 1: The regular work week for full-time Employees of the Employer covered by this Agreement shall be eighty (80) hours in a fourteen (14) day work period. Twelve 12 hour shift rotation for Patrolman, Sergeants and Detectives and a ten (10) hour shift for full time Dispatchers.

Section 2: Full-time patrol officers shall bid annually for preferred shifts in order of seniority. Officers may rebid on their current shift unless a senior officer bids on that same shift. In this situation, the senior officer shall be awarded the bid shift.

Section 3: The lunch period for all employees of the Bargaining Unit shall be forty-five minutes (45). A lunch break shall allow the Dispatcher to be away from the work area for the designated lunch time.

Section 45: Upon the request of the Dispatcher for their lunch period the Employer shall make every attempt to provide coverage for the dispatch duties during their lunch period. Coverage will be provided no later than forty-five (45) minutes from the request barring an emergency circumstance.

Section 5: Lunch breaks that cannot be taken because of an emergency, or natural disaster, cannot be compensated for in pay or time. The lunch time taken shall be considered as time worked in the Dispatchers work day. However, the Trustees are desirous of seeing that Dispatchers are given uninterrupted lunch breaks whenever possible.

Section 6: Dispatchers may choose to work ten (10) hour shifts as long as overtime can be avoided, and any overtime is approved in advance by the Chief or his designee. For all full-time employees, shift hours may be 8 or 12 hours in length.

ARTICLE 19.

OVERTIME PAY AND COURT TIME

Section 1: Overtime in the amount of one and one-half times the Employee's regular pay rate shall be paid for actual hours worked in excess of eighty (80) hours in a two week, fourteen (14) work day period.

Section 2: Whenever approved by the Employer, any full-time Employees called in to work for any time period shall be paid not less than three (3) hours or actual time spent, whichever is greater.

Section 3: When an Employee is appearing in court or ordered to report for duty outside their regular shift hours on behalf of the Employer, they shall be paid not less than three (3) hours or actual time spent, whichever is greater at the rate of one and one-half times their pay rate. When an Employee is appearing for any reason other than a duty assignment, including training and staff meetings on behalf of the Employer, they shall be paid not less than three (3) hours or actual time spent, whichever is greater at the rate of one and one-half times their pay rate.

ARTICLE 20.

UNIFORM ALLOWANCE

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Uniform allowance will be paid in January of each year.

Section 1: All full-time Patrol Officers shall receive a uniform allowance in the amount of One Thousand Two Hundred Fifty Dollars (\$1,250.00) per year.

*1250
000 (250.00)*

Section 2: All probationary Patrolmen shall receive a uniform allowance in the amount of Four Hundred Dollars (\$400.00) per year.

Section 3: The cost of bullet-proof vests shall be split equally by the Employer and each Employee, and that a vest may be replaced every five (5) years or sooner as needed. The vest shall be the property of the Employee.

Section 4: Replacement of Uniform and Equipment. Should a Bargaining Unit Member's uniform or equipment become damaged in the line of duty, the Employer shall replace the damaged item(s).

Section 5: All full-time Dispatchers shall receive a uniform allowance in the amount of One Thousand Dollars (\$1,000.00) per year.

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000 (205)*

Section 6: All probationary Dispatchers shall receive a uniform allowance in the amount of Three Hundred Fifty Dollars (\$350.00) per year.

Section 7: Officers assigned to the Detective Bureau shall receive an additional allowance of \$500.00 per year.

ARTICLE 21.

HOLIDAYS

Section 1: All full-time Employees shall receive the following paid holidays considered as active time worked for the purpose of overtime:

New Year's Day; Martin Luther King Day; Columbus Day; Memorial Day; 4th of July; Labor Day; President's Day; Veteran's Day; Thanksgiving; Christmas Day. All full time Patrolman, Sergeants and Detectives shall be paid twelve (12) hours for each holiday. All full time Dispatchers shall be paid ten (10) hours for each holiday. If a full time employee works one of the holidays as scheduled, they shall be paid one and one-half times their pay rate if they are not scheduled to work or choose to take their time off, they will be paid straight time.

Employees must work their scheduled shift before and after the Holiday in order to be eligible for the Holiday pay except for an authorized absence.

Section 2: Should an Employee elect to take the time off instead of pay for the holidays, the Employee shall give notice thirty (30) days prior to the designated day he/she wishes to take off, which shall be subject to the advance of approval of the Chief.

Section 3: An Employee will be permitted to accumulate up to ten (10) holidays during the year to be used in up to three (3) day increments. All accumulated holidays shall be used within the calendar year during which they were earned. Accumulated holidays may be used in conjunction with any other saved time (vacation days, personal days, birthdays or other saved holidays). No holidays may be carried over into another calendar year. Any unused holidays at the end of the calendar year shall be paid if not used by the Employee. Requests for such time shall be given in reasonable time (at least 48 hours) to ensure the schedule is filled, without creating overtime on dispatch or patrol, and without causing a shortage of patrol cars on the road, and shall be subject to the advance approval of the Chief of Police. (Changed 5/26/03)

Section 4: Any accumulated holiday(s) up to three (3) days that are unused between January 3rd and December 1st of the year due to the Employer's scheduling requirements, the Employee shall be compensated at regular pay, or be permitted to carry them over into the succeeding year. Any accumulated holiday(s) unused by the Employee, and which were not subject to the Employer's scheduling requirements, and not taken shall be paid.

ARTICLE 22.

VACATIONS

Section 1: Each full-time Employee shall earn and be entitled to paid vacation by full-time anniversary date in accordance with the following schedule:

Length of Service Weeks
After one (1) year 80 hours
After four (4) years 120 hours
After ten (10) years 160 hours
After fourteen (14) years 200 hours
After nineteen (19) years 240 hours

Section 2: Earned vacation shall be awarded on the Employee's full-time anniversary date in accordance with the above schedule, provided the Employee is employed by the Employer at that time. Carry over is limited to one week past anniversary date.

Section 3: Vacation time shall be taken at a time approved by the Employer. Requests for vacation shall be approved or denied within seven (7) days, and once approved, cannot be canceled by the Employer except in the case of an emergency. Insufficient staffing levels, by itself, shall not be deemed an emergency. Employees shall be permitted to take one week of vacation each June, July and/or August. Additional vacation during the summer shall be granted as staffing permits.

Section 4: 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 Township department should he elect such a transfer. Vacation time will be computed via hours earned.

Section 5: Any Employee who quits or is terminated or retires and has unused vacation time shall receive such vacation time.

Section 6: Any vacation time that is unused within the year due to the Employer's scheduling requirements may be carried over for not more than one (1) additional year, or the Employee may elect to be paid for any portion of the unused vacation.

ARTICLE 23.

HEALTH CARE

Section 1:

Bargaining Unit Employees shall pay through a payroll deduction all premium increases in health insurance in excess of five percent (5%) over the prior year's premium with an equal share being paid by Sagamore Hills Township during the remaining term of this Contract . (i.e. If health insurance increases ten percent (10%), Sagamore Hills Township would pay the first five percent (5%) and split the additional increase equally with the Bargaining Unit, meaning employees would paid 2.5% and Sagamore Hills Township would pay an additional 2.5% increase. Thus, Sagamore Hills Township would pay 7.5% increase and employees would pay 2.5% increase). Beginning after January 1, 2012, Bargaining Unit Employees shall pay through payroll deduction all premium increase in health insurance in excess of five percent (5%) over the prior year's premium during the remaining term of this Contract, plus any sum paid after January 1, 2011, as referenced in the prior sentence above. The Bargaining Unit and Employer shall continue a health insurance cost containment committee that shall annually review the health insurance package for cost savings and similar options to contain costs of health, life insurance, and dental insurance under the plans.

Section 2: A full-time Employee who has completed thirty (30) days of employment will be eligible for the Township to pay the full cost of the hospitalization plan and life insurance. Each Employee covered by this insurance should have a copy of the benefits provided, and may obtain a copy of the policy at the Clerk's office. All Employees of the Township who refuse the above insurance plan must do so in writing. Those Employees will not be eligible for coverage until the anniversary date of the policy adoption.

Section 3: Life insurance shall be provided as state in Sagamore Hills Township Resolution #34-86, Section 104.2 as of January, 1994. After thirty (30) days employment, all full-time Employees will be entitled to the life insurance benefit as provided by the Township.

ARTICLE 24.

SICK LEAVE AND OTHER LEAVES

Section 1: Sick leave shall be defined as an absence with pay necessitated by: 1) illness or non-work related injury to the Employee; 2) exposure by the Employee to contagious disease communicable to other Employees; 3) serious illness, injury or death in the Employees' immediate family.

Section 2: All full-time Employees shall earn sick leave at the rate of ten (10) hours per month. Employees may accumulate up to 1,000 hours of sick leave. At the end of each year, employees may cash out 1/2 of the sick leave earned but unused that year, with the understanding that the remaining half shall be eliminated. Employees shall be informed of their accumulated leave balance each pay period.

Section 3: An Employee who is to be absent on sick leave shall notify Dispatch of such absence and the reason therefore at least eight (8) hours, if possible, or a reasonable time before the start of his work shift each day he is to be absent. Unapproved sick leave shall be without pay.

Section 4: Sick leave may be used in segments of not less than one (1) hour.

Section 5: Before an absence may be charged against accumulated sick leave, the Employer after three (3) consecutive days may require such proof of illness, injury as may be satisfactory to him, or may require the Employee to be examined by a physician designated by the Employer and paid by the Employer.

Section 6: If the Employee fails to submit adequate proof of illness or injury upon request of the Employer, or in the event that upon such proof as is submitted or upon the report of medical examination, the Employer finds there is not satisfactory evidence of illness or injury sufficient to justify the Employee's absence, such leave may be considered an unauthorized leave, and shall be without pay.

Section 7: Any abuse of sick leave, or the patterned use of sick leave, shall be just and sufficient cause for discipline as described by this Agreement.

Section 8: When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the Employee's spouse, children or parents residing with the Employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the Employee's mother, father, spouse, child, step-child, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents, grandparents-in-law and stepparents.

Section 9: An Employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

Section 10: Leave Without Pay

- 1.) Temporary leave without pay may be approved upon the request of the Employee. For good cause shown, such Leave without pay will not unreasonably be denied.
- 2.) An Employee who is unable to work due to sickness, injury or illness, who has exhausted all available leave, shall be granted leave without pay for up to one (1) year if requested in writing. Any member granted leave as set forth herein without pay shall be reinstated at his former rank without loss of seniority, accrued to the date when leave without pay was taken, if physically and mentally competent to perform his duties.
- 3.) When an Employee returns to work after any leave of absence, that Employee will be assigned to the position, if available, which he or she formerly occupied.

Section 11: Bereavement Leave

- A. If a death occurs among members of the Employee's immediate family as defined above, he or she shall be granted three (3) days funeral leave, consecutive and contiguous to the death without loss of pay, benefits, days off, holidays, or vacation time, provided that such leave may be extended, within the discretion of the Chief of Police, based on individual circumstances. If the death requires that the Employee travel more than 200 miles, the Chief may, at the request of the Employee, allow up to two (2) additional work days as bereavement leave. A denial of the additional two days can be immediately appealed to the Trustees for reconsideration.

Section 12: Jury Duty/Witness Duty Leave

Employee members, while serving upon a jury in any court of record, shall be paid at his/her regular salary rate for each of his/her work days during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. In addition to the compensation provided for herein, any jury fees paid to the Employee/juror shall be retained by the Employer.

Section 13: Military Leave

Employee who have completed 180 actual working days shall be granted a leave of absence for military duty in accordance with State and Federal laws and local ordinances and may not be reviewed or extended beyond six (6) months. Leave may be granted for a maximum period of two (2) years for the purpose of education, training or specialized experience which would be of benefit to the Employer by improving performance of any level, or voluntary service in any governmentally sponsored program of public betterment. Upon completion of such a leave of absence, the Employee shall be returned to a similar position which he formerly occupied, or to a similar position if his former position no longer exists. He may be returned to active pay status prior to the originally scheduled expiration of leave, if such earlier return is agreed to by both the OPBA and Employers.

Section 14: Sick leave and Other Leaves (continued): Upon the retirement of a full-time Employee who has not less than ten (10) years of continuous service with the Employer, such Employee shall be entitled to receive a cash payment equal to forty percent (40%) of the value of his/her accrued but unused sick days earned up to a limit of a maximum of 400 hours.

Section 15: The Employer may request proof of illness or injury should the Employee use sick leave in conjunction with at least two consecutive scheduled days off.

Section 16: Once each month, Employees will be provided a list of all accrued leave balances.

ARTICLE 25.

MATERNITY LEAVE AND PERSONAL LEAVE

Section 1: Maternity leave shall be granted as an approved leave of absence but subject to the following conditions pertaining thereto:

1. Maternity leave shall be granted at childbirth or as ordered by her physician.*
2. Maternity leave shall be granted to any Bargaining Unit Member upon her request according to the Family Medical Leave Act.
3. Twelve weeks of unpaid maternity leave may be taken. Employees eligible for leave are those who have worked at least twelve (12) months for the Employer from the time the leave was requested. Paid vacation, sick or personal leave may be substituted for any part of the twelve (12) week leave.
4. In any event, benefits to which a Bargaining Unit Member is entitled shall not cease during any portion of the maternity leave period. Time, in addition to that if granted as an approved leave of absence, shall not be subject to the Agreement of the parties.

Section 2: Personal Leave/Leave Without Pay

1. All Employees shall, in addition to other leave benefits, be granted forty (40) personal leave hours each year which is to be taken within the year earned.
 2. Personal days shall only be taken with the advance approval of the Employer.
- * Certification of the Physician's statement must be given to the Employer at the time of leave.

ARTICLE 26.

INJURY LEAVE

Section 1: When an Employee is injured in the line of duty, he/she shall be eligible for a paid leave not to exceed forty hours, provided he/she files for Worker's Compensation and signs a waiver assigning to the Employer those sums of money (temporary total benefits) he/she would ordinarily receive as their weekly compensation as determined by law for those number of weeks he/she receives benefits under this Article. In addition, all sick time used between the time of injury and receipt of Worker's Compensation may be purchased back by the Employee and credited back into their accumulated sick time account. However, should Worker's Compensation be denied, the Employee shall not have the option to buy back sick days used.

Section 2: The Employer shall have the right to require the Employee to have a physical exam by a physician appointed and paid for by the Employer resulting in the physician's certification that the Employee is unable to work due to the injury as a condition precedent to the Employee receiving any benefits under this Article. The Bargaining Unit Member at the Employer's expense can have a second opinion. If that opinion is in conflict with the first opinion, a third opinion shall be sought and then be used to decide the claim.

Section 3: Request to work light duty due to illness or injury shall be reviewed on a case by case basis by the Chief and the Trustees.

ARTICLE 27.

LAYOFFS/RE-CALLS

Section 1: Members of the Bargaining Unit may be laid off only for lack of work, or lack of funds.

Section 2: In the event of a layoff situation, Members of the Bargaining Unit will be laid off in accordance with their departmental seniority (last hired, first laid off).

Section 3: A Member of the Bargaining Unit who is laid off shall be subject to recall from layoff for a period of two (2) years.

Section 4: A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

Section 5: Any layoff which the Employer deems necessary in accordance with O.R.C. 124 shall be a management right. However, should a full-time Bargaining Unit Member be laid off, they shall have the right to displace a part-time Patrol Employee. Should employment conditions improve, the displaced full-time Bargaining Unit Member shall be returned to full-time status.

ARTICLE 28.

ADMINISTRATIVE LEAVE

Section 1: In any action of any member which results in death in another, the involved Member shall be placed on administrative leave, without loss of pay or benefits, pending the results of the investigation. Furthermore, the department's staff psychologist or a Critical Incident Task Force may be notified to provide counseling for the involved Member or Members.

ARTICLE 29.

OUT OF WAGE CLASSIFICATION

Section 1: When a Member of the Bargaining Unit is assigned to work out of his classification, said Employee shall be paid at the hourly rate of the specific Employee whose classification he/she temporarily fills, or their own rate of pay, whichever is greater.

ARTICLE 30.

PERSONNEL FILES

Section 1: Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining Unit Members shall have access to their records, including training, attendance and payroll records, as well as those records maintained as personnel file records.

Section 2: Every Bargaining Unit Member shall be allowed to review the contents of his personnel file at reasonable times upon written request, except that any Bargaining Unit Member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the Bargaining Unit Member.

Section 3: All entries of a disciplinary or adverse nature shall be maintained solely in the personnel file which shall be maintained in the office of the Chief of Police in his designee. The affected Bargaining Unit Member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement. No unfounded complaint shall become part of any Bargaining Unit Member's personnel file.

Section 4: Records of written warning and reprimands shall cease to have force and effect eighteen (18) months from the date of issuance. Any record of discipline of any kind shall cease to have force and effect eighteen (18) months from the date of issuance, barring no reoccurrence of the same incident.

ARTICLE 31.

LABOR MANAGEMENT AND SAFETY COMMITTEE

Section 1: The Labor Management and Safety Committee shall consist of the Township Trustee or their designee, the Chief of Police or designee, and a Member of the Bargaining Unit, and the Union Representative, if needed. It is mutually agreed that this Committee shall meet on a quarterly basis, or as mutually agreed, after a written request from either party for the purpose; to discuss pending issues and to promote a more harmonious Labor/Management relationship; to discuss ways to improve efficiency within the Department; to discuss safety and health issues of the Department. The Employer and the OPBA shall comply with all applicable Federal and State laws, rules and regulations with regard to safety.

ARTICLE 32.

CONFLICT WITH LAW AND SEPARABILITY

Section 1: The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If by operation of law or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Section 2: The parties agree that should any provision of this Agreement be found to be invalid, they will attempt to negotiate replacement language on the same subject matter within thirty (30) calendar days.

ARTICLE 33.

POLYGRAPH EXAMINATION

Section 1: Polygraph examinations will only be given with the consent of the Employee.

ARTICLE 34.

MISCELLANEOUS

Section 1: When Employees are sent for training that is more than 30 minutes away from the Sagamore Hills Township Police Department, travel time shall be regarded as compensable hours of work. When training sessions, including compensable travel are eight (8) hours or longer, the Employee shall be credited with having worked a full day.

Section 2: Employees may either take a Township vehicle, or be paid gas and mileage for all training.

Section 3: Full-time Employees shall be entitled to reimbursement of tuition and expenses up to \$3,000.00 per year, upon demonstration of at least a "C" or a "Pass" if the course is a pass/fail course from an accredited college or university. Employees must seek prior approval of the Chief of Police for the course(s) they wish to take. Denial of approval by the Chief may be appealed directly to the Board of Trustees.

Section 4: The Trustees shall implement a telephone voice mail system for non-emergency calls. The Trustees shall acquire an electronic key card access system for the Police Department.

Section 5: Pagers for all Officers are eliminated.

Section 6: The Range Program is reinstated. All Officers are entitled to 100 rounds per year.

Section 7: The Township shall provide a cable connected television for work/emergency usage.

Section 8. Each month employees shall receive a separate summary of leave balances including vacation, sick, and personal leave as outlined in the attached Exhibit "A".

Section 9. Employer will implement direct deposit for all employee paychecks.

ARTICLE 35.

DURATION

Section 1: This Agreement shall become effective the first day of January, 2013, and shall remain in full force and effect through the last day of December 31, 2015, except as provided for herein.

Section 2: Any Amendments to this Agreement, to be binding on the parties hereto, shall be written, signed by the parties, and attached to an original executed copy.

Section 3: The parties acknowledge that during the negotiations which resulted in this Agreement, each has the unlimited right to make demands and proposals on any subject matter and that the understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representative(s) this _____ day of _____, 2013.

FOR THE OPBA:

FOR SAGAMORE HILLS TOWNSHIP:

OPBA Representative Date
Kevin Powers 5/6/13

Richard H. Barrett
Richard H. Barrett, Trustee Date 5-12-13

John Zacarrdelli
John Zacarrdelli, Vice Chair Date 5/7/13

Rose Mary Snell 5-2-13
Rose Mary Snell, Chair Date