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AGREEMENT BETWEEN

THE SHAWNEE TOWNSHIP TRUSTEES

AND

THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

PATROL OFFICERS AND SERGEANTS

2013-MED-07-0795
2013-MED-07-0796

EFFECTIVE: October 1, 2013 to September 30, 2016

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PREAMBLE/PURPOSE

This Agreement, entered into by the Shawnee Township Trustees, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Ohio Labor Council, hereinafter referred to as the "Union," has as its purpose the following:

> To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth 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.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

It is understood and agreed that the use of headings before articles or sections is for convenience and identification only and that no heading shall be used in the interpretation of any article or section, nor effect any interpretation of any article or section.

ARTICLE 1
UNION RECOGNITION

Section 1.1. Included: The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit for the purpose of collective bargaining of all wages, hours, terms and other conditions of employment. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time by the Employer in the classification of Patrol Officer, as certified by the Ohio State Employment Relations Board in Case No. 88-REP-02-0014, Unit A, and those employees employed full-time in the classification of Sergeant, as certified by the Ohio State Employment Relations Board in Case No. 88-REP-02-0013, Unit B.

Section 1.2. Excluded: All other employees shall be excluded from the bargaining unit as defined in Section 4117.01 of the Ohio Revised Code.

Section 1.3. Multi-Unit Agreement: The parties recognize and agree that this Agreement constitutes a multiple unit Agreement and, unless delineated specifically by the respective article or section, all provisions of this Agreement apply equally to both units.

Section 1.4. New Positions: In the event that a new position is created within the Police Department, the Township shall determine whether the new position will be included in or excluded from the bargaining units and shall so advise the Labor Council. If there is any dispute as to the Township's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented as agreed by the Township. If the parties still do not agree, the

Union may seek clarification of the bargaining unit through the procedures established by the State Employment Relations Board.

Nothing herein shall restrict the Employer's right to fill the position pending final determination by the State Employment Relations Board.

ARTICLE 2
UNION REPRESENTATION

Section 2.1. Non-employee Representative: A non-employee representative of the Union shall be admitted to the Employer's facilities for the purpose of attending scheduled meetings or hearings. Upon arrival, non-employee Union representatives shall identify themselves to the Employer.

Section 2.2. Employee Representatives: The Union shall submit in writing the names of the employees who will act as Union representatives for processing grievances as outlined in the grievance procedure. The Employer shall recognize as employee Union representatives, the Bargaining Unit Chairperson or, in the Chairperson's absence, the Alternate Chairperson.

Section 2.3. Notification to the Employer: The Union shall provide to the Employer the names, office held, business address and telephone numbers of all employee Union officers and the Staff Representative. This list shall be kept current at all times. No employee shall be recognized by the Employer as a representative of the Union until the Union has presented the Employer with written certification of that person's appointment.

Section 2.4. Release for Grievances: The investigation and writing of grievances shall normally be accomplished during non-work time. Reasonable time off, without loss of pay, shall be allowed the recognized Union representative, if there is a conflict of the work schedules of the Union representative and the grievant. Approval by the Chief will be required. If grievance hearings are scheduled during an employee's regular work hours, the grievant and the employee Union representative shall be released from duty with pay for purposes of attending the hearing.

Section 2.5. No Interference: The Union agrees that no representative of the Union, either employee or non-employee, shall interfere, interrupt or disrupt the normal work duties of employees. Further, the Union agrees not to conduct meetings (bargaining unit, local or committee meetings) involving on-duty employees except to the extent specifically authorized by the Employer. Unauthorized activity shall cease upon the demand of the Employer.

Section 2.6. Release for OLC Conference: One (1) bargaining unit employee shall be permitted to schedule two (2) consecutive days off per year without loss of pay in order to attend the annual convention of the FOP/OLC. Such release time shall be requested in writing fourteen (14) days in advance of the date the leave is requested to begin. The

Chief may deny release time in the event operational demands require the employee's presence.

ARTICLE 3
DUES DEDUCTION

Section 3.1. Agreement to Deduct: The Employer agrees to deduct regular Union membership dues, initiation fees or assessments once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. The authorization card may be submitted any time after the effective date of this Agreement and shall continue in effect until the anniversary date of this Agreement. An employee may cancel Union membership at any time, however, the revocation of the dues deduction authorization may only be canceled during the ten (10) day period ending thirty (30) days prior to each anniversary year of this Agreement. Dues deduction authorizations not revoked during this ten (10) day period shall continue in effect for the successive contract year. Written notice of the dues deduction revocation shall be served upon the Employer and the Union by the employee to make the revocation effective. This provision shall not be construed as requiring an employee to become or remain a member of the Union as a condition of securing or retaining employment.

Section 3.2. Remittance of Dues: For the duration of this Agreement, the Employer agrees to remit the dues deducted from eligible bargaining unit employees' pay, in accordance with this Article, once each month to the FOP/OLC Inc., 222 East Town Street, Columbus, Ohio 43215-4611.

Section 3.3. Indemnification: 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, initiation fees or assessments. 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 3.4. Relief from Making Dues Deduction: 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) an unpaid leave of absence; (5) written revocation of the check-off authorization or resignation by the employee from the Union in accordance with the provisions herein; or (6) any other separation from the Township's payroll.

Section 3.5. Sufficient Wages Necessary: 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 Union dues.

Section 3.6. Errors in Processing: 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 of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred, or was known to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deductions would normally be made by deducting the proper amount.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. Rights of Employer: The Union recognizes and accepts the right and authority of the Township to determine matters of inherent managerial policy which include but are not limited to areas of discretion of policy such as:

A. To determine the functions and programs of the Township;

B. To determine the standards of services to be delivered;

C. To determine the overall budget;

D. To determine how technology may be utilized to improve the Township's operations;

E. To determine the Township's organizational structure;

F. To direct, supervise, evaluate or hire employees;

G. To maintain and improve the efficiency and effectiveness of the Township's operations;

H. To determine the overall methods, process, means or personnel by which the Township's operations are to be conducted;

I. To suspend, discipline, demote or discharge for just cause, or to lay off, transfer, assign, schedule, promote or retain employees;

J. To determine the adequacy of the work force;

K. To determine the overall mission of the Township as a unit of government;

L. To effectively manage the work force; and

M. To take actions necessary to carry out the mission of the public employer as a governmental unit.

Section 4.2. Authority of Employer: The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the sole right and function of the Employer.

ARTICLE 5
GRIEVANCE PROCEDURE

Section 5.1. Grievance Defined: The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 5.2. Steps to be Followed: All grievances must be processed at the proper step in order to be considered at the subsequent steps, unless the parties mutually agree in writing to waive certain steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided, shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 5.3. Grievance Procedure: It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible.

In furtherance of this objective, the following procedure shall be followed:

Step 1: Police Chief: In order for the alleged grievance to receive consideration under this procedure the grievant, with the local Union representative, if the former desires, must present the written grievance to the Police Chief or designee. The written grievance must be presented within ten (10) calendar days of the occurrence of the incident or the employee's knowledge of the occurrence that gave rise to the grievance, but not later than thirty (30) calendar days following the occurrence of the incident. The Police Chief shall investigate and respond in writing to the grievance within seven (7) calendar days following receipt of the grievance. Nothing herein shall prevent the grievant from verbally discussing the complaint with the Police Chief prior to filing a formal grievance. However, such discussion must take place within the above stipulated time limits and the written

grievance must still be presented to the Police Chief within ten (10) calendar days of the occurrence of the incident to be valid.

Step 2: Designated Township Trustee: If the grievance is not resolved at Step 1, the employee shall have seven (7) calendar days following the Police Chief's written response to present the grievance to the Township Trustee designated for the Police Department. The Trustee and/or a designated representative shall, within ten (10) calendar days, schedule a meeting to review the grievance with the grievant and the grievant's Union representative, if a representative is requested. The Trustee shall respond in writing to the grievant within seven (7) calendar days following the meeting or seven (7) calendar days following receipt of the grievance if no meeting is held.

Step 3: Board of Trustees: If the grievance is not resolved at Step 2, the employee shall have seven (7) calendar days following receipt of the written response at Step 2 to present the grievance to the Township Board of Trustees. The Trustees shall review the grievance and all previous responses to determine if a meeting with the grievant is necessary. The Township Trustees shall investigate the complaint and provide a written response to the grievant within fifteen (15) calendar days following receipt of the grievance or within seven (7) calendar days following the meeting with the grievant if a meeting is determined necessary.

Step 4: Arbitration: If the grievance is not satisfactorily resolved at Step 3, it may be submitted to arbitration upon request of the Union in accordance with this Section of this Article.

A. The Union based upon the facts presented, has the right to decide whether to arbitrate any grievance not otherwise resolved or withdrawn. Within fourteen (14) calendar days from the date of final answer on such grievance under Step 3 in the grievance procedure, the Union shall notify the Township Trustees of its intent to seek arbitration.

B. Representatives of the Union and the Employer shall, within ten (10) calendar days after notification of a request to arbitrate, begin the selection procedures outlined in (E) below.

C. Nothing in this article or section shall prevent the parties from mutually agreeing on an arbitrator prior to beginning the selection procedures outlined in (E) below.

D. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. Any grievance not submitted within the fourteen (14) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer.

E. The procedure for selecting an arbitrator shall be as follows:

The Employer and the Union shall jointly request the American Arbitration Association (AAA) to submit a panel list of fifteen (15) arbitrators from the State of Ohio who are members of the National Academy of Arbitrators.

Each party shall have the opportunity to reject one (1) list of arbitrators and request a second list. The parties shall then choose an arbitrator in accordance with the rules and regulations of the AAA.

The parties shall request a "List with Appointment" from the AAA. Once an arbitrator has been appointed by the AAA the parties shall be solely responsible for contacting the arbitrator and arranging for a mutually agreeable date and time for the arbitration hearing.

F. The arbitrator's decision shall be limited to the interpretation, application or enforcement of the specific Articles in this Agreement. The arbitrator may not modify or amend the Agreement. All procedures relative to the hearing shall be in accordance with the rules and regulations of the AAA.

G. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

H. The arbitrator shall be without authority to recommend any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated, or make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as a part of this Agreement. The decision of the arbitrator shall be final and binding on all parties.

I. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and hearing room, if any, shall be borne by the losing party except when the issue being appealed is a disciplinary action, in which case the parties shall equally share the cost outlined above. The expenses of any witnesses, if any, shall be borne by the party calling them. The fee of the court reporter shall be paid by the party asking for one; such fee shall be equally split if both parties desire a reporter, or request a copy of any transcripts.

Nothing in this grievance procedure prohibits the parties from mutually agreeing in writing to skip any specified step and/or meeting required by the grievance procedure and/or from extending the time limits specified within any step of the procedure.

Section 5.4. Information Required in Grievance: All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties and supplied by the Union:

1. Aggrieved employee's name and signature.

2. Aggrieved employee's classification.

3. Date grievance was filed.

4. Date and time grievance occurred.

5. The location where the grievance occurred.

6. A description of the incident(s) giving rise to the grievance.

7. Specific Articles and Sections of the Agreement alleged to have been violated.

8. Desired remedy to resolve the grievance.

Section 5.5. Who May Bring a Grievance: A grievance may be brought by any employee covered by this Agreement. 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 Union to process the grievance, but each employee who is participating in the grievance shall be required to sign the grievance form or attachment thereto.

Section 5.6. Grievance Procedure to Supersede Law: This grievance procedure shall supersede and replace any other appeal procedures which may otherwise be available to employees under the provisions of the Ohio Revised Code including but not limited to appeals of disciplinary actions. This Section shall not, however, be interpreted to limit any employee's right to appeal matters which are not addressed by this Agreement and are appealable in accordance with applicable law.

ARTICLE 6
DISCIPLINARY PROCEDURES

Section 6.1. Just Cause Required: Except in the case of job abolishment or layoff, no employee shall be disciplined, reduced in pay or position, suspended, removed, or have accrued leave benefits reduced, except for just cause.

Section 6.2. Progressive Discipline: The principles of progressive disciplinary action will be followed with respect to minor offenses. However, because law enforcement personnel are held to higher standards than other non-law enforcement personnel progressive discipline principles are not applicable in cases of serious misconduct. Discipline is defined as a verbal warning, written reprimand, suspension without pay, reduction in accrued leave benefits, demotion or discharge. However, the Employer shall take the corrective action deemed necessary by the circumstances, on a case-by-case basis. Records of deficiency issued to employees prior to the execution of this Agreement shall become verbal warnings subject to the duration of discipline records in Section 7.5 herein.

Verbal warnings and written reprimands shall not be appealable through the grievance procedure. However, in cases of verbal warnings and/or written reprimands, if an employee disagrees, he may write a memorandum to the Chief of Police explaining his position and why he disagrees with the verbal warning and/or written reprimand. If the Chief of Police agrees with the employee, the verbal warning and/or written reprimand shall be rescinded and a notice of the rescission placed in the employee's file. If the Chief of Police does not agree with the employee, the Chief shall attach the employee's memorandum to the verbal warning and/or written reprimand and keep both of them in the employee's file.

Section 6.3. Use of Paid Leave: In lieu of suspension without pay, the Employer may offer to reduce the employee's accrued leave benefits excluding sick leave, by an amount equal to the length of the suspension. If the employee agrees to the reduction of accrued leave, this shall be considered a waiver by the employee and the union of any appeals regarding such disciplinary action.

Section 6.4. When a Hearing is Required: The Employer agrees not to suspend, demote, reduce accrued leave benefits, or discharge an employee without first conducting a hearing. This hearing is to be held between the Employer, the Employer's representative, the employee, and the Union representative if the employee so desires. Hearings where practical shall be conducted at hours reasonably related to the employee's shift.

Section 6.5. Discipline to be Carried Out in Private: The Township agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 6.6. Use of Testing in Discipline: The Township shall not use a polygraph machine, voice stress analyzer, or any other mechanical, chemical, or electrical means to

investigate the truth of statements made by employees, unless the employee being tested volunteers to undergo such test or all of the following circumstances are applicable:

A. The alleged offense being investigated is a Group 3 offense as defined in the Township Personnel Policy and Procedure Manual;

B. There is supportive evidence to question the truth of the statements already made during the investigation.

However, this Section shall not be interpreted to restrict the Employer's right to administer drug/alcohol tests.

ARTICLE 7
PERSONNEL FILES

Section 7.1. Employer to Maintain Files: It is recognized by the parties that the Employer may prescribe regulations for the custody, use and preservation of records, papers and documents pertaining to bargaining unit employees.

Section 7.2. Review of Files by Employee and Public: Employees shall have access to their individual personnel files for review during normal office business hours, upon reasonable advance notice. All such examinations shall be conducted in the presence of the Employer's designated representative.

When a request for disclosure of personnel records is made by a member of the public, notice of such request and the identity of the requestor will be given to the affected employee(s). The employee may request a meeting with the keeper of the records to discuss any appropriate reason some records should not be released. Employee's personnel files shall be available for public inspection only as provided by law.

Section 7.3. Copies: Employees will be provided with a copy of any materials contained in their personnel file upon written request.

Section 7.4. Correcting Inaccuracies: If employees, upon examining their personnel files, dispute the accuracy in those documents to which they have access, the employees may request in writing that the Employer investigate the disputed information. The Employer shall, after receiving the request from the employee, review the disputed information. The Employer shall notify the employee of the results of the investigation and any action the Employer plans to take with respect to the disputed information. The Employer shall correct any information that is found to be inaccurate. In any case in which an action of record has been disaffirmed, the employee's personnel file shall reflect such findings.

Section 7.5. Duration of Discipline Records: Records of verbal warnings and written reprimands placed in an employee's personnel file shall cease to have force and effect after a period of twelve (12) months, provided the employee receives no additional

disciplinary actions during the twelve (12) month period. Records of suspensions, reductions in accrued leave, or demotions shall cease to have force and effect after a period of thirty-six (36) months, provided the employee receives no additional disciplinary actions during the thirty-six (36) month period.

ARTICLE 8
PROBATIONARY PERIODS

Section 8.1. Length of Probation Period: Each new employee upon entering a bargaining unit position covered by this Agreement shall serve a probationary period of one (1) year. Any employee promoted to the rank of Sergeant shall serve a promotional probationary period of six (6) months.

Section 8.2. Failure to Complete Probation Period: Employees serving their probationary period as a full-time Patrol Officer may be terminated anytime during the probationary period and shall have no appeal rights regarding such removal. Any employee appointed as a full-time Sergeant who fails to successfully complete the promotional probationary period shall be demoted to the employee's previous position at the current rate of pay for such position.

Section 8.3. Union Membership Eligibility: New full-time employees shall be eligible to join the FOP/OLC after completing thirty (30) days of employment with the Township.

ARTICLE 9
SENIORITY

Section 9.1. Seniority to Accrue: Seniority shall accrue to all employees in accordance with the provisions of this Agreement. Seniority will apply as specifically established under the terms and conditions of this Agreement.

Section 9.2. Seniority Defined: Except as otherwise specified in the other Articles of this Agreement, seniority shall be computed on the basis of uninterrupted length of continuous full-time employment with the Shawnee Township Police Department. If an employee of the Shawnee Township Police Department leaves the bargaining unit and it does not fall under a situation which constitutes a "break in continuous employment for which seniority is lost," such employee shall re-acquire seniority previously accrued while in the bargaining unit upon return to the bargaining unit.

Section 9.3. Break in Service Defined: The following situations constitute breaks in continuous employment for which seniority is lost:

1. Discharge for just cause;

2. Retirement;

3. Layoff in excess of the recall period as established in the Layoff and Recall Article herein;

4. Failure to return to work within fourteen (14) calendar days of a recall from layoff;

5. Failure to return to work at the expiration of a leave of absence; or

6. Voluntary resignation.

Section 9.4. Seniority List to be Kept and Updated: A seniority list for bargaining unit employees shall be kept by the Employer and shall be updated as needed. A copy of the seniority list shall be posted for inspection by the Union. Any employees hired after the effective date of the Agreement, shall be added to the list based upon their date of appointment as a full-time police officer in Shawnee Township. If two or more employees are hired on the same date, seniority shall be determined by a flip of a coin in the presence of both employees.

ARTICLE 10
LAYOFF AND RECALL

Section 10.1. Layoff Notification: Whenever the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the employee in writing. If the layoff or job abolishment will be for more than five (5) work days, delivery shall be made by personal delivery at least ten (10) calendar days prior to the date of layoff, or sent by certified mail at least fourteen (14) calendar days prior thereto. Notice of a layoff of five (5) work days or less shall be made by personal delivery as soon as possible.

Section 10.2. Order of Layoff and Bumping: Part-time police officers shall be laid off prior to laying off any bargaining unit employee. In the event of a layoff, the Employer shall layoff the least senior employee within the combined bargaining units. For purposes of a layoff, seniority shall be defined in Section 9.2 of this Agreement.

In the event of a job abolishment in Bargaining Unit B, the Employer shall abolish the position of the employee who has the least seniority in Unit B. Any employees whose position(s) are abolished shall have the right to displace or bump the least senior employee in Bargaining Unit A, based on total seniority. The employee displacing or bumping to the lower classification shall be assigned to the appropriate rate of pay

assigned to the Bargaining Unit A position. The displaced employee shall then be laid off.

Section 10.3. Recall Procedures: Employees who are laid off for more than five (5) work days, shall be placed on a classification recall list (i.e., sergeant or patrol officer) for a period of eighteen (18) months from the date they were laid off. If a vacancy occurs within the employee's classification and the Employer decides to fill it, employees remaining on the applicable list will be recalled to their previous classification in inverse order of their layoff, provided they are still qualified and able to perform the job to which they are recalled. Employees laid off for five (5) work days or less will be notified of their date for return at the time of layoff.

Section 10.4. Notice of Recall: The Employer shall send notice of recall to the employee by certified or registered mail to the employee's last known address and provide the Union with a copy. Recalled employees shall have seven (7) calendar days following delivery of such notice, to notify the Employer of their intention to return to work, and shall have fourteen (14) calendar days following the delivery of such notice to report for duty, unless a later date is specified in the notice.

ARTICLE 11
COMPENSATION

Section 11.1. Wages. Hourly wages rates are reflected below and will be effective on the dates specified.

A. Patrol Officers

Years With the Department	Start	1 Year	2 Years	3 Years	4 Years	5 Years
2013	17.28	18.19	19.06	20.51	22.15	23.91
1-1-2014 (0%)*	17.28	18.19	19.06	20.51	22.15	23.91
1-1-2015 (1.25%)	17.50	18.42	19.30	20.77	22.43	24.21
1-1-2016 (2.25%)	17.89	18.83	19.73	21.24	22.93	24.75

*In lieu of an increase in the hourly wage rate, Patrol Officers will receive a one-time lump-sum of seven hundred fifty dollars ($750.00), which will be payable in the first full pay period after full execution of this Agreement.

B. Sergeants

Years With the Department	Start	1 Year	2 Years	3 Years	4 Years	5 Years
2013	----	19.63	20.59	22.15	23.92	25.83
2014 (0%)*	----	19.63	20.59	22.15	23.92	25.83
2015 re-opener						
2016 re-opener						

*In lieu of an increase in the hourly wage rate, Sergeants will receive a one-time lump-sum of seven hundred fifty dollars ($750.00), which will be payable in the first full pay period after full execution of this Agreement.

Section 11.2. Administration of Wage Scale: New employees shall be assigned to the starting rate and shall advance to the next succeeding pay step during the pay period which includes their anniversary date of hire as a full-time employee of the Shawnee Township Police Department.

Patrol officers promoted to Sergeant shall remain in the same pay step based on their years of service with the department and shall advance to the next succeeding pay step, if one exists, during the pay period which includes the employee's anniversary date of hire as a full-time employee of Shawnee Township Police Department.

Section 11. 3. Shift Differential: A shift differential of forty-five cents (45¢) per hour shall be paid for all hours worked between 4:00 p.m. and 8:00 a.m. Shift Differential shall be included when calculating the employee's overtime rate of pay.

Section 11.4. In the event the Employer assigns an officer to be responsible for the Department's K-9, the parties agree to negotiate a K-9 allowance to be paid to said officer.

Section 11.5. Longevity: Each eligible bargaining unit employee will receive an hourly longevity supplement according to the following schedule, based on the employee's length of continuous full-time employment with the Township:

- After completion of ten (10) years of continuous employment = 34¢ per hour
- After completion of fifteen (15) years of continuous employment = 43¢ per hour
- After completion of twenty (20) years of continuous employment = 53¢ per hour

Longevity pay shall be paid each biweekly pay period. The hourly longevity supplement shall be added to the employee's base hourly rate before calculating the employee's overtime rate of pay.

Upon honorable separation from employment, an employee shall receive a longevity payout based on the work hours remaining in the two thousand eighty (2080) hours of the year of separation.

Section 11.6. O.I.C. Pay: Patrol Officers who meet the departmental criteria to serve as office-in-charge (OIC) and who are selected to serve as OIC for a full eight (8) hour tour of duty, due to the absence of all ranking officers on that shift, shall receive one-half (½) hour of compensatory time in addition to the Patrol Officer's regular daily rate of pay. Once the employee reaches his/her maximum number of compensatory time hours, the employee shall receive one-half (½) hour of pay in lieu of compensatory time for each eight (8) hour tour of duty as the O.I.C. If two (2) patrol officers who have met the criteria to serve as OIC are working the same shift without a sergeant, the more senior patrol officer will serve as OIC.

Section 11.7. Investigator: The Chief of Police, at the Chief's sole discretion, may assign a police officer to perform the duties of an Investigator. The police officer, while assigned such responsibilities on a regular and continuing basis, shall receive a wage

supplement equal to four percent (4%) above the officer's regular base hourly rate as reflected in the wage scale contained in Section 11.1 above. The duration of the assignment shall be determined by the Chief of Police. The Investigator wage supplement shall not be applicable to officers temporarily assigned to perform investigative duties.

ARTICLE 12
HOURS OF WORK/OVERTIME

Section 12.1. Intention of Article: This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. This Article is intended to be used as the basis of computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 12.2. Work Period Defined: The standard work period for bargaining unit employees shall be eighty (80) hours in a fourteen (14) day period. Any time worked in excess of eighty (80) hours in the work period shall be considered overtime. The work period shall begin at 12:01 a.m. on Sunday and continue until 12:00 midnight the second following Saturday.

Section 12.3. Calculation of Overtime: Employees shall be compensated for each hour of overtime worked at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. "Hours worked" as used in this Article shall include all hours during which the employee is performing service for the Township or is in active pay status, (being compensated by the Township), except holiday pay. Holidays shall be compensated in accordance with the applicable article herein.

Section 12.4. Compensatory Time: Bargaining unit employees may elect to take compensatory time in lieu of cash payment for overtime. Employees may accumulate up to a maximum of eighty (80) hours of compensatory time per calendar year. All overtime worked which would exceed the eighty (80) hours maximum if taken as compensatory time, shall be paid instead. All compensatory time not used by the end of the last full pay period for which the employee receives payment in December each year, shall be paid to the employee at the same regular hourly rates such compensatory time was earned.

Compensatory time may be utilized with the approval of the Employer at a time mutually convenient to both the employee and the Department. Compensatory time shall be used in not less than one (1) hour increments.

Upon termination of employment, an employee shall be compensated for all earned, but unused, compensatory time.

Section 12.5. Working Overtime: Overtime shall be subject to the approval of the Employer. Scheduled overtime subsequently canceled for any reason, does not entitle an employee to overtime compensation. Whenever the Employer determines that overtime is necessary, the Employer shall make a reasonable effort to equally distribute offerings

of overtime among qualified bargaining unit employees. All overtime credited to an employee shall be included when rotating overtime opportunities.

The Employer reserves the right to require any employee to work overtime in order to meet the operational needs of the Township.

Section 12.6. No Pyramiding: Overtime payments will not be duplicated for the same hours worked. Hours once compensated at overtime rates will not again be counted for computing weekly, holiday or any premium pay.

Section 12.7. Trading Workdays or Work Shifts: Employees may voluntarily agree to trade workdays or work shifts with another employee, with approval of the Employer. Hours worked by such employees due to the trade shall be excluded from any overtime calculation. The traded workday or work shift must be returned within a reasonable time frame. This section shall not be interpreted to permit employees to pay other employees for working their shift in lieu of returning the traded work time.

ARTICLE 13
CALL-IN PAY/COURT TIME

Section 13.1. Call-In Pay: A call-in occurs whenever the Employer specifically requires an employee to return to work after the completion of the employee's regular shift and prior to the start of the employee's next regularly scheduled shift, thus necessitating an additional trip to and from work.

When employees are called-in, they shall be paid for the time worked but not less than three (3) hours, at the applicable hourly rate subject to the overtime provisions herein. When the call-in is contiguous to the employee's regular work shift, the minimum call-in of three (3) hours shall not apply but the employee shall be paid for the actual hours worked at the applicable rate subject to the overtime provisions herein.

Section 13.2. Court Time: Whenever an employee is required to appear during their regular off-duty time before any official court or before the prosecutor for pretrial conference on matters pertaining to or arising from the employee's official duties, the employee shall be compensated for a minimum of three (3) hours for each such appearance, at the applicable rate subject to the overtime provisions herein. If an employee appears before a court or at a pretrial conference for more than three (3) hours, such excess time shall also be compensated at the applicable rate. Appearances which abut a regular shift are not subject to the above minimum requirements.

ARTICLE 14
HEALTH/LIFE INSURANCE

Section 14.1. Coverage to be Provided: The Employer agrees to provide single or family medical insurance coverage, as appropriate, and life insurance coverage to all bargaining unit employees. The Employer recognizes the need for adequate insurance coverage and the FOP/OLC and employees recognize the ever increasing cost of such coverage. Therefore, the parties agree to work cooperatively in seeking an insurance provider which can provide adequate coverage at a reasonable cost.

Section 14.2. Premium Split: The Employer shall contribute up to the following amounts each month toward the premium cost for each bargaining unit employee's medical, dental and prescription drug insurance coverage:

Single coverage:	$390.00
Family coverage:	$975.00

Any increase or decrease in insurance premiums outside the limits specified above shall be shared 50% by the Employer and 50% by the employee.

Section 14.3. Co-payments and Deductibles: Employees shall pay all co-payments and/or deductibles as provided in the group health insurance plan.

Section 14.4. Insurance Committee: The Employer agrees to establish a Group Insurance Committee with representatives from each department of the Township to review and make recommendations to the Trustees regarding various types of group health insurance coverage and plans, alternate services and cost containment programs. The Union shall have one (1) voting representative from each bargaining unit on the Group Insurance Committee.

Section 14.5. Nothing herein shall be construed as preventing the Employer from offering bargaining unit employees, on a voluntary individual basis, alternative health insurance plan(s) as determined by the Board of Trustees, in addition to the one that is currently in effect.

Section 14.6. Life Insurance: The Employer shall pay the full cost of a fifteen thousand dollar ($15,000.00) group term life insurance policy covering all bargaining unit employees.

ARTICLE 15
UNIFORMS AND EQUIPMENT

Section 15.1. Uniforms to be Provided: Upon initial employment, the Township shall furnish the basic uniform and equipment bargaining unit employees are required to wear. All uniforms remain the property of the Township and must be turned in when an employee is separated from Township service. The Employer shall determine the

appropriate uniform to be worn by the employees and employees shall be required to be in proper uniform upon reporting for duty.

Section 15.2. Initial Issue for New Employees. New employees shall be issued the following uniform and equipment items at such time as determined by the Police Chief:

Trousers	5
Shirts, summer	5
Shirts, winter	5
Ties	1
Shoes	1 PR.
Jacket, winter with liner	1
Hat (hat w/band and 1 winter hat)	2
Belt	1
Raincoat	1
Name Plate	1
Breast Badge	2
Hat Badge	1
Whistle/chain	1
Gun Belt	1
Firearm as designated by the Police Chief	1
Holster	1
Clips and Case	1
Handcuffs	1
Belt Keepers	4
Nightstick	1
Nightstick Holder	1
Flashlight Holder	1
Body Armor	1

Section 15.3. Replacement of Uniforms: Uniform items damaged in the line of duty will be replaced with approval of the Chief of Police and upon evidence supported by a police report of incident causing damage. Items replaced due to normal wear and tear and any additional uniform or equipment purchases need written approval from the Chief of Police or designee and shall not exceed four hundred dollars ($400.00) annually.

The employee shall be provided the initial issue if there is a change in the standard uniform or equipment an officer is required to wear.

Section 15.4. Any officer regularly assigned by the Chief of Police to be the Department's Investigator, shall be provided a uniform allowance of four hundred dollars ($400.00) annually to purchase and replace clothing and equipment approved by the Chief for use in the performance of investigator duties.

Section 15.5. Uniform Maintenance Allowance: In February of each calendar year, each bargaining unit employee who has been employed at least six (6) months, shall be provided a uniform maintenance allowance of three hundred dollars ($300.00).

Section 15.6. Replacement/Repair of Watches and Eyewear: The Township shall repair or replace prescription eyewear and watches lost or damaged in the line of duty, so long as the loss or damage is not due to the employee's negligence, up to following limits:

Required lens at cost.

Frame not to exceed seventy-five dollars ($75.00).

Watches up to a limit of twenty-five dollars ($25.00).

Reimbursement received by the employee through insurance claims, court awards or other means, shall be reimbursed to the Township up to the stipulated amounts in this Section.

ARTICLE 16
HOLIDAYS/PERSONAL LEAVE

Section 16.1. Recognized Holidays: The recognized holidays for full-time bargaining unit employees shall be as follows:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

Section 16.2. Compensation for Holidays: Bargaining unit employees shall work their regularly assigned schedule and shall receive eight (8) hours pay at their regular rate for each of the recognized holidays which occur during their period of employment for that calendar year. Holiday compensation shall not be considered in calculating an employee's eligibility for overtime.

Section 16.3. Compensation for Working on a Holiday. In addition to the compensation specified in Section 16.2 above, any bargaining unit employee required to work any of the above mentioned holidays in Section 16.1 shall be paid time and one-half (1½) the employee's regular hourly rate for all hours worked on such holiday(s).

Section 16.4. Sickness on a Holiday: Employees calling in sick for scheduled work on a holiday will receive sick pay only for that holiday.

Section 16.5. Personal Leave: Each bargaining unit employee shall be entitled to three (3) paid personal leave days per calendar year. Personal days for all newly hired employees will be prorated at two (2) hours personal time for each full month remaining in the calendar year following their date of hire. Such days shall not be accumulative from year to year. Personal leave requests are subject to the approval of the Employer based on the operational needs of the Department. Personal leave days shall be taken in whole day or one-half day increments.

ARTICLE 17
SICK LEAVE

Section 17.1. Accrual Rate: Employees shall earn paid sick leave at the rate of 4.6 hours of sick leave for each biweekly pay period the employee is in active pay status.

Section 17.2. Use of Sick Leave: Upon approval of the Employer, sick leave may be used for the following reasons:

1. Illness or injury of the employee.

2. Illness or injury of the employee's immediate family, which includes only: spouse, parents, children or step-children; where the employee's presence is reasonably necessary for the care of the family member.

3. Exposure of the employee to a contagious disease which might be transmitted to other employees.

4. Disability due to pregnancy or childbirth.

The Employer maintains the right to investigate any employee's absence and/or request a signed statement from the employee or a physician verifying any of the above.

Section 17.3. Compensation: While on sick leave, employees shall be paid at their regular rate of pay.

Section 17.4. Notification: An employee requesting sick leave shall notify the Employer or designee of such request at least two (2) hours before the employee's scheduled starting time on each day of absence unless prior arrangements for the absence have been made with the Chief of Police or his designee. Failure to provide such notice may result in denial of sick leave payment during the absence.

Upon return to work, the employee shall complete and submit a Request For Sick Leave form. Sick leave shall not be paid until the request has been submitted and approved by the Employer. Sick leave shall not be unreasonably denied by the Employer.

Section 17.5. Written Statement May Be Required: If an employee misses three (3) or more consecutive work days due to injury or illness, or establishes a pattern of sick leave abuse, the Employer may request a written statement, prepared and signed by a licensed physician, that explains the absence and certifies that the employee is fit to return to work. Sick days taken the day before and the day after scheduled days off may also require a physician's signed statement.

Section 17.6. Prohibited Activity: An employee is considered to be "on sick leave" for the twenty-four (24) hour period starting at the beginning of his shift time on his first day of absence until the beginning of his shift time on the day he returns to work (except for his regularly scheduled days off). An employee who is on sick leave from the Township is prohibited from working another job. An employee is also prohibited from participating in any recreational or social activities until the employee has returned to work if the activity is inconsistent with the employee's absence from work or if the activity shows that the employee is capable of working. While on sick leave, an employee is expected to remain at his home during the hours of the day during which he would otherwise be on duty so that if necessary, he may be contacted by the police department. An employee may, if necessary, leave his home for things such as keeping an appointment with his doctor or picking up medicine or a prescription. If the reason for sick leave use is because of illness or injury of his child, he may leave his home to take the child to the doctor or to pick up medicine or a prescription for the child.

Section 17.7. Use of Vacation or Disability Leave for Illness: An employee may request vacation leave, in accordance with the applicable Article herein, for personal reasons or family illnesses which do not qualify for sick leave usage or if the employee has used all accumulated sick leave.

An employee may request an unpaid disability leave, in accordance with the applicable Article herein, if the employee has used all accumulated sick leave and vacation leave and remains unable to return to work.

Section 17.8. Credit for Prior Sick Leave: If an employee transfers from one department within the Township to another, or has been re-employed by the Township, the employee will be credited with the unused balance of previously accumulated sick leave provided the time between transfer or separation and reinstatement is less than ten (10) years.

Employees hired prior to January 1, 1989 shall be entitled to whatever prior sick leave credits they were granted upon their date of original appointment. Employees hired after January 1, 1989 shall only be entitled to sick leave earned while in the employ of Shawnee Township.

Section 17.9. Excessive Use of Sick Leave: Abuse of sick leave, fraudulent use of sick leave, or falsification of sick leave records, including a physician's statement, shall be grounds for disciplinary action. Abuse of sick leave can be, but is not necessarily limited to things such as attending social functions or participating in recreational activities, working special duty or at another place of employment, or seeking other employment.

Abuse of sick leave can also be determined by patterned use of sick leave, such as sick leave use immediately before or after regularly scheduled days off.

Section 17.10. Annual Conversion of Sick Leave: Any Employee who has been employed for at least one (1) year and uses less then twenty-four (24) hours of sick leave in the year beginning December 1st and continuing until the end of the following November will be eligible for annual sick leave conversion. Such employees may convert, on a 2 to 1 basis, up to forty (40) hours of accumulated, unused sick leave. Employees must retain a minimum of four hundred eighty (480) hours of sick leave after the conversion.

Employees must submit a written request for annual conversion of sick Leave, including the number of sick leave hours they wish to convert by December 1 of each year. Employees will be paid at their regular rate of pay in effect at the time they elect their conversion.

ARTICLE 18
SICK LEAVE CONVERSION

Section 18.1. Retirement: Upon retirement from Township service, a bargaining unit employee shall be eligible to be paid an amount equal to twenty-five percent (25%) of the employee's accumulated but unused sick leave, up to a maximum payment for twenty-five percent (25%) of two thousand eighty (2080) hours which is equal to five hundred twenty (520) hours paid. If the retiring employee has more than two thousand eighty (2080) hours of sick leave accrued but unused, the employee shall be eligible to receive payment for one-third (1/3) of all hours accrued in excess of two thousand eighty (2080) hours.

Section 18.2. Eligibility: To qualify for sick leave conversion, the employee must be eligible to receive retirement benefits from the Public Employees Retirement System at the time of separation from Township employment and shall have had at least five (5) years of service with the Township. An employee must request such payment in writing. The payment will be made only once and will eliminate all accrued sick leave credit.

Section 18.3. Payout for Death While Employed: In the event an employee dies while actively employed by the Township, such accumulated but unused sick leave as stipulated in Section 18.1 that may have been available to the employee, shall be paid to the employee's surviving spouse or to the estate of the deceased, up to limits stipulated in Section 18.1.

Section 18.4. Line of Duty Death: In the event an employee dies in the line of duty, all accumulated, but unused sick leave that may have been available to the employee shall be paid to employee's surviving spouse or to the estate of the deceased with no maximum limit.

ARTICLE 19
INJURY LEAVE

Section 19.1. Injury Leave to be Granted. Any employee who is disabled because of an injury suffered in the direct performance of law enforcement duties on behalf of the Employer, shall receive paid injury leave for absences due to the injury, which shall not be deducted from sick leave.

The phrase, "injury suffered in the direct performance of law enforcement duties," is not intended to cover all injuries that may occur while working for the Employer; but only those injuries resulting from the heightened risks inherent in law enforcement work. An officer who injures his/her back while getting in or out of the police vehicle or who suffers an injury while performing routine tasks not involving the apprehension, pursuit, or detainment of a suspect, may be eligible for sick leave or workers' compensation, but not for injury leave.

Section 19.2. Injuries Excluded. Injury for purposes of this Article does not include:

a. Psychiatric conditions except where the conditions have arisen from an injury;

b. Injury or disability caused primarily by the natural deterioration of tissue, an organ, or part of the body;

c. Injury or disability incurred in voluntary participation in an employer-sponsored recreation or fitness activity;

d. Stress;

e. Any injury caused by the officer having been under the influence of drugs or alcohol;

f. Any injury caused by the officer's gross negligence;

g. Injury obtained while performing routine non-law enforcement duties.

The Trustees, at their sole discretion, may grant injury leave for any of the above exclusions.

Section 19.3. First Ten (10) Days After Injury. Injury leave shall not be available until after the disability has extended beyond ten (10) work days. Absence occurring during the first ten (10) workdays after the injury shall be charged to sick leave.

Section 19.4. Length of Injury Leave. Injury leave shall be available during a period of thirty (30) workdays from the date of the injury. After thirty (30) working days from the date of injury, approved absences due to such injury shall be charged to sick leave.

At the sole discretion of the Employer, injury leave may be extended beyond thirty (30) workdays for the employee.

Section 19.5. Examination May be Requested. An employee requesting leave, shall upon request by the Employer, submit to medical or psychological examination(s) by a health care professional selected by the Employer who shall determine the extent of the disability. The cost of the examination shall be paid by the Employer.

Section 19.6. Filing of Workers' Compensation Claim. Granting of injury leave is contingent upon the approval of the claim by the Bureau of Workers' Compensation. At its sole discretion, the Employer may require that an employee who requests injury leave, apply to the BWC for medical benefits only, and not lost work time benefits. If the employee does apply for and receive any benefits for lost work time, the employee shall reimburse the Employer for any injury leave paid to the employee for the same period of time. Employees are prohibited from receiving payment of wages or sick leave from the Employer while simultaneously receiving payment for lost wages for the same period from the BWC.

Section 19.7. Denial of Claim by BWC. In the event the employee's claim is denied by BWC, all time previously paid to the employee shall be deducted from sick leave, or otherwise reimbursed by the employee to the Employer.

Section 19.8. Transitional Work Program. At the sole discretion of the Employer, an injured employee may be required to participate in a transitional work program and to perform those departmental duties the employee is determined by a qualified healthcare professional capable of performing.

ARTICLE 20
FUNERAL LEAVE

Section 20.1. Leave to be Granted: The Employer shall grant up to three (3) days off with pay to permit an employee to arrange for, travel to, and attend the funeral of an immediate family member and to make necessary household arrangements. Funeral leave shall only be granted for those days for which the employee was scheduled to work.

Section 20.2. Additional Days May be Granted: Additional days may be granted from other accumulated paid leave. Reasonable requests for additional time off without pay may be granted at the discretion of the Employer.

Section 20.3. Immediate Family Defined: For the purpose of this Article, immediate family shall be defined as the employee's mother, father, sister, brother, spouse, child, grandparent, grandchild, mother-in-law, father-in-law, step-mother, step-father, step-sister, step-brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step-child or legal guardian.

ARTICLE 21
VACATION

Section 21.1. Vacation Leave Granted: Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service with the Employer as follows:

	Hours
Less than one (1) year	0
One (1) year but less than eight (8) years	80
Eight (8) years but less than fifteen (15) years	120
Fifteen (15) years but less than twenty (20) years	160
Twenty (20) years or more	200

Employees hired prior to July 5, 1987 shall earn vacation based on their years of service with the Township, the State of Ohio or any political subdivision of the State. Employees hired after July 5, 1987 shall earn vacation based on their length of service with the Township since their most recent date of hire. Vacation hours become effective following the employee's anniversary date each year, for the purpose of computation of vacation hours.

Section 21.2. Vacation Leave Accrual: Vacation is credited each biweekly pay period at the rate indicated below. Newly hired employees shall be credited with eighty (80) hours of vacation upon completion of their first twenty-six (26) pay periods with the Township and shall begin accruing vacation thereafter at the rate of 3.1 hours per pay period. Upon completion of eight (8), fifteen (15), and twenty (20) years of service, the employee shall be credited with an additional forty (40) hours of vacation and shall begin accruing vacation thereafter at the rate designated below for employees who have completed such corresponding years of service.

1. For those with one (1) year of service but less than eight (8) years of service who are entitled to eighty (80) hours annual vacation:
   3.1 hours per pay period

2. For those with eight (8) years of service but less than fifteen (15) years of service who are entitled to one hundred and twenty (120) hours annual vacation:
   4.6 hours per pay period

3. For those with fifteen (15) years of service but less than twenty (20) years of service who are entitled to one hundred and sixty (160) hours annual vacation:
   6.2 hours per pay period

4. For those with twenty (20) or more years of service who are entitled to two hundred (200) hours annual vacation:
   7.7 hours per pay period

To be eligible for vacation credit, an employee must be in active pay status a minimum of seventy-two (72) hours within that pay period.

Vacation credits are not earned while an employee is in a non-paid status (i.e., leave of absence, disciplinary suspension, workers' compensation leave, etc.).

Section 21.3. Vacation Schedule to be Established: The Police Chief shall be responsible for establishing an annual vacation schedule for employees. All vacation requests are subject to the approval of the Employer based upon the operational needs of the Department.

Section 21.4. Submitting Vacation Requests: Employees shall submit their vacation requests by seniority to the Employer by no later than the last day in February of each calendar year. Such vacation requests shall be for the period March 1 of the current year through the last day in February of the next year. More senior employees shall be given preference in selecting available vacation dates requested prior to the last day in February. A selection shall be made by the employee within seven (7) days after receiving the vacation calendar. Requests for vacation of four (4) or more consecutive days shall receive consideration before requests of less than four (4) days.

Any vacation request submitted after the last day in February shall be granted, subject to the operational needs of the Department, on a first-come, first-serve basis. Such requests must be submitted not less than twenty-four (24) hours in advance except when less notice is approved by the Employer.
Approved vacation requests submitted on or before the last day in February may only be changed with the approval of the Employer and provided the vacation change does not conflict with any other employee's approved vacation.

Vacation time may be taken in not less than one (1) hour increments.

Section 21.5. Vacation Carryover: Vacation leave shall normally be taken within the twelve (12) month period following the employee's anniversary date of employment. The employee may carry over up to five (5) days of vacation into the following anniversary year with the written approval of the Employer. A request to carry over five (5) days of vacation shall not be unreasonably denied. The employee must use the carried over vacation prior to the employee's next anniversary date. Any vacation accumulation which exceeds the above and has not been scheduled and approved by the employee's anniversary date shall be eliminated from the employee's vacation balance.

Section 21.6. Payout Upon Resignation, Retirement, or Death: Employees with one or more years of service who resign or retire, are entitled to compensation at their current rate of pay for any earned but unused vacation leave to their credit at the time of separation. Such payment shall be made within thirty (30) calendar days after separation

and shall not exceed one (1) year's vacation accumulation plus up to five (5) days of vacation carried over from the previous year. In case of death of an employee, such unused vacation leave shall be paid to the employee's surviving spouse or to the estate of the deceased.

ARTICLE 22
MILITARY LEAVE

Section 22.1. Full-time Military Service: A full-time bargaining unit employee who is drafted or is called for active duty in the Armed Forces of the United States, the Coast Guard, Public Health Service, or Civil Defense, or is drafted in the Merchant Marine Service, shall, in accordance with applicable law, be entitled to re-employment after honorable discharge under honorable conditions from such services. To qualify for re-employment, the employee must be physically and mentally able to do the work required and report for work within the time limits specified by applicable law. The employee shall be employed in the same position or a similar position to the one held at the time of entry into the Armed Forces. All salary adjustments or position upgrades occurring during the employee's absence shall be granted the employee upon reinstatement. In the event the employee's former job no longer exists, the employee shall be employed in such capacity for which the employee is qualified at a salary comparable with that formerly received.

Section 22.2. Reserve/National Guard Service: Full-time bargaining unit employees who are members of the Ohio organized militia or the reserve components of the Armed Forces of the United States, including the Ohio National Guard, shall be entitled to leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services for periods of up to twenty-two (22) eight-hour work days or one hundred seventy-six (176) hours within one (1) calendar year. The maximum total number of hours for which payment under this provision will be made, in any calendar year, is one hundred seventy-six (176) hours.

Section 22.3. Leave in Excess of 176 Hours: Employees who are entitled to military leave in accordance with Section 22.2 above, who are called or ordered to uniformed services for longer than the period specified in Section 22.2 above, because of an executive order issued by the President of the United States, because of an act of Congress, or because of an order to perform duty issued by the governor pursuant to Section 5919.29 of the Ohio Revised Code, shall be entitled during the period designated in such order or act to a leave of absence and pay in accordance with the lesser of the following:

A. The difference between the employee's gross monthly wage or salary and the gross uniformed pay and allowances received for the same month; or

B. Five hundred dollars ($500.00) per month.

No employee shall receive pay under this Section 22.3 while receiving pay under Section 22.2 above.

The employee shall not be entitled to pay under this Section if the employee's uniformed pay and allowances exceed the employee's regular pay from the Employer.

Section 22.4. Proof of Duty Required: Employees shall submit to the Employer an order to duty or statement from the appropriate military commander as evidence of such duty in order to receive payment under this Article. There is no requirement that the service be in one continuous period of time.

ARTICLE 23
FML/UNPAID DISABILITY LEAVE

Section 23.1. Compliance with Family and Medical Leave Act: The parties shall be bound by the provisions of the Family and Medical Leave Act as stated in the policy of the Shawnee Township Trustees. Upon execution of this Agreement, each employee covered by this Agreement shall be provided a copy of said policy.

Section 23.2. Unpaid Disability Leave: A physically incapacitated employee who has exhausted all accumulated paid leave and unpaid FML may request up to an additional three (3) months of unpaid disability leave. Such request shall be granted by the Employer upon submission, by the employee, of satisfactory evidence that the employee is physically unable to perform the duties of the employee's position, but is anticipated to return to work following the leave.

Section 23.3. Extension of Disability Leave: A disability leave may be extended for an additional six (6) months, upon the approval of the Employer, if the employee can present evidence as to the employee's continuing disability and probable date of return during the extension period.

Section 23.4. Request for Disability Leave: A request for a disability leave shall be submitted in writing with supporting evidence attached. Such request will be reviewed by the Employer on a case by case basis. The Employer may require that the employee be examined by a licensed physician designated by the Employer prior to approving a disability leave.

Section 23.5. Reinstatement Rights: The employee shall maintain reinstatement rights during the period of the disability leave. The employee shall be reinstated to the same or similar position within thirty (30) days after making written application and presenting a statement from the employee's physician indicating the employee's ability to perform the duties of the position. The examination is to be conducted by the employee's physician and shall be at the employee's expense. If the Employer believes the employee may not be able to perform the duties of the position, the Employer may direct the employee to

undergo an examination, by a physician designated by the Employer. Such examination will be at the Employer's expense. If continuing disability precludes reinstatement, the employee may wish to apply to the Public Employee's Retirement System for disability retirement.

Section 23.6. Filling Vacant Position: Any appointment made to a position vacated by an employee on disability leave will be on an interim basis and such employee must be made aware of its temporary nature. Should the employee returning from disability leave be reinstated to another position, the interim appointment may be made permanent at the discretion of the Employer.

Section 23.7. Automatic Termination: Any employee who does not return from disability leave at the expiration of such leave, formally resign or take a disability retirement, shall be automatically terminated from employment with the Employer.

ARTICLE 24
NON-DISCRIMINATION

Section 24.1. Employer: The Employer agrees not to restrain or coerce any employee because of Union membership or because of any legally authorized employee activity in an official capacity on behalf of the Union.

Section 24.2. Union: There shall be no unlawful disparate treatment, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 24.3. Both Parties: The parties agree not to discriminate against any employees with regard to wages, training, promotions, transfer, discipline, working conditions or other provisions of this Agreement because of age, race, religion, national origin, ancestry, sex, disability, military status, or because the employee is a Vietnam era veteran.

ARTICLE 25
RULES AND REGULATIONS

Section 25.1. Written Rules and Regulations: The Employer agrees that any rules or regulations for the Police Department which have been reduced to writing shall be made available to all employees of the bargaining units.

Section 25.2. No Material Effect: The Employer may implement new or changed work rules, policies, procedures, job descriptions, or standard operating procedures which do not materially affect the wages or hours of bargaining unit employees but may affect such employees' terms or conditions of employment, by following the procedures outlined in Section 25.3.

Section 25.3. Notice to Union: To the extent possible, the Township agrees that any proposed new or amended rules and regulations shall be provided to the Labor Council and bargaining unit chairperson in written form fourteen (14) calendar days in advance of their implementation. The Labor Council or the bargaining unit chairperson may request a meeting of the Labor-Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

Section 25.4. Notice to Employees: The Employer agrees that any new or amended rules and regulations that have been reduced to writing, shall be made available to all employees whom they may affect.

Section 25.5. Employer's Right to Enforce: Nothing herein shall be construed in any manner as a limitation on the Employer's right to enforce its work rules, policies or directives.

Section 25.6. When Bargaining is Required: The Employer agrees not to implement any new or amended work rules, policies, procedures, job descriptions or standard operating procedures which violate any express terms of this Agreement and materially affect the wages or hours of bargaining unit employees, without the Union's agreement. Prior to implementing new or changed work rules, policies, procedures, job descriptions, or standard operating procedures that materially affect the wages or hours of bargaining unit employees, the Employer will notify the Union at least fourteen (14) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith pursuant to Ohio Revised Code Chapter 4117. If the Union does not request to bargain, the Employer may implement the proposed change, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in the Duration article herein for any applicable succeeding Agreement.

Section 25.7. Notice of Change Not Required: Notwithstanding the preceding sections, if the change is not a mandatory topic of bargaining under Ohio Revised Code Chapter 4117, or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights.

ARTICLE 26
DRUG/ALCOHOL TESTING

Section 26.1. Testing May be Conducted: Drug/alcohol testing may be conducted on safety-sensitive employees (post-incident, physical examination, random or reasonable suspicion). In addition, any probationary employee in a safety-sensitive position may be required as a condition of employment to participate in any unannounced mandatory drug test scheduled during the probationary period.

Bargaining unit employees may of their own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test if they are involved in an on-duty incident or accident involving bodily injury, extensive property damage or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

In addition, the Employer may randomly test bargaining unit employees in safety-sensitive positions in accordance with its Drug Free Workplace Policy in order to meet the minimum requirements established by the Bureau of Workers' Compensation.

Section 26.2. Drug Screening Tests: All drug screening tests shall be conducted by laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) or certified by a SAMHSA-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

Section 26.3. Alcohol Testing: Alcohol testing shall be done to detect employees reporting for duty or on duty while under the influence. A positive result of blood alcohol concentration of .03% or above shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 26.4. Test Results:

A. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline.

B. The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee. The use of illegal substances, on or off duty, will ordinarily result in termination of employment. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

Section 26.5. Procedure for Confirmed Positive Test — Split Specimen: The Medical Review Officer (MRO) shall notify each employee who has a confirmed positive test that the employee has seventy-two (72) hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within seventy-two

(72) hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another SAMHSA-certified laboratory for analysis.
If the employee does not request a test of the split specimen within the authorized time limit or if the analysis of the split specimen confirms the positive results of the original test, the Employer may proceed with the sanctions as set forth in this Article.
If the analysis of the split specimen fails to reconfirm the positive results of the original test or if the split specimen is unavailable, inadequate for testing or untestable, the MRO shall cancel the test and report the cancellation and reasons for it to the Employer and the employee.

The laboratory shall report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.

Section 26.6. Discipline, Rehabilitation, and Detoxification: If the testing required above has produced a positive result indicating use of a non-illegal drug, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee required to participate in rehabilitation or detoxification program shall be allowed to use sick leave, compensatory time, vacation leave and personal leave for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon return to work for a period of one (1) year. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 26.7. Failure to Complete Rehabilitation or Detoxification: If the employee refuses to undergo rehabilitation or detoxification, fails to successfully complete the rehabilitation or detoxification program, or tests positive during a retesting within one (1) year after the employee's return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.

Section 26.8. Costs of Testing: Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee, other than post-incident testing, shall be at the employee's expense.

Section 26.9. Confidentiality: All tests results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

ARTICLE 27
NO STRIKE/NO LOCKOUT

Section 27.1. Agreement of Parties: The Employer and the Union representative recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances.

Therefore, the parties agree that:

A. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strike, work slowdown or any other concerted activity which would interrupt the operations or services of the Employer.

B. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 27.1(A) of this Article.

Section 27.2. Union's Responsibilities: In the event of any violation of Section 27.1 of this Article, the Union shall promptly do whatever it can to prevent or stop such unauthorized acts.

Section 27.3. Employer's Remedies: Nothing in this Article shall be construed to limit or abridge the Employer's right to discipline employees or seek other available remedies provided by law to deal with any unauthorized or unlawful strikes or other interruption of services as outlined in Section 27.1(A) above.

ARTICLE 28
LABOR/MANAGEMENT MEETINGS

Section 28.1. Meetings May be Requested: In the interest of sound labor/management relations, the Employer and/or their designee(s) shall meet with not more than three (3) representatives of the Union, upon request of either party, on a mutually agreeable date and time, to discuss those topics as outlined below. The meeting shall be scheduled no later than twenty (20) calendar days after such request is submitted.

Section 28.2. Meeting Agenda: Agendas will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting. The Union shall provide the names of those FOP representatives who will be attending. The purpose of such meeting shall be to:

A. Discuss the administration of this Agreement;

B. Notify the FOP of changes made by the Employer which affect bargaining unit members in the FOP (i.e., Department policies, procedures, etc.);

C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;

D. Disseminate general information of interest to the parties;

E. Discuss ways to increase productivity and improve efficiency; and/or

F. To consider and discuss health and safety matters relating to employees.

ARTICLE 29
SAFETY

Section 29.1. Cooperation of Parties: The Employer and the Union agree the safety and health of all employees is a matter of prime concern to both parties and each will cooperate in an effort to prevent on-the-job injuries.

Section 29.2. Observation of Safety Rules and Safe Practices: The Union and the Employer agree the observance of safe work practices and Employer safety rules is the duty and responsibility of the Employer and all employees.

Section 29.3. Employee Responsibilities: Employees shall be responsible for using reasonable care and diligence in the care and custody of all vehicles, equipment and supplies provided by the Employer.

Section 29.4. Duty to Report Unsafe Conditions: All working conditions believed to be unsafe must be reported to the Police Chief or designee as soon as such unsafe working conditions are known. The Employer will investigate all reports of unsafe working conditions and will attempt to correct any which are found, as soon as possible.

ARTICLE 30
FITNESS FOR DUTY

Section 30.1. Testing May be Required: The Employer may require employees to submit to physical (agility) testing or medical and/or psychological examinations to determine the employee's ability to perform the essential functions of the classification to which the employee is assigned. Such testing or examination shall be performed by a professional from the respective field selected by the Employer. The cost of such tests or examinations shall be paid by the Employer. If the employee is found to be unfit for duty, the employee will be temporarily placed on available leave time or a leave of absence without pay until a final determination can be made regarding the employee's ability to perform the essential functions of the employee's classification.

Section 30.2. Disability Review Conference to be Held: A Disability Review Conference will be scheduled within fourteen (14) calendar days with the Employer and/or designee, the employee, and the FOP/OLC Representative, if the employee desires representation, to review the findings from the tests or examinations conducted in accordance with Section 30.1 above. At the conference the employee may present any evidence which the employee believes refutes the findings from the previous test or examination. If the employee has reason to doubt the findings from the previous tests or examinations, the employee may submit the results of a second test or examination conducted by a professional from the respective field selected and paid by the employee. If the results from the second test or examination differ from the first, the Employer and the FOP/OLC shall jointly select a third professional from the respective field to conduct a third test or examination. The cost for the third test or examination shall be paid by the Employer unless the employee is the one who initiated the claim of inability to perform the duties of the employee's position, in which case said cost shall be paid by the employee. The results of the third test or examination shall be final and binding on all parties. The employee shall remain on leave until the Employer can verify that the employee is able to perform the essential functions of the employee's classification or is permanently unable to perform such functions.

Section 30.3. Inability to Perform Essential Functions: If an employee is found, as a result of the procedures outlined herein, to be unable to perform the essential functions of the employee's classification, the Employer may:

A. Continue the employee on sick leave and/or Family and Medical Leave;

B. Offer to transfer the employee to a different vacant position within the Township for which the employee can qualify to perform in a relatively short period of time;

C. Approve a temporary Disability Leave for the period of recovery;

D. Assist the employee in applying for a disability retirement; and / or

E. Any combination of the above.

Section 30.4. Employee's Rights Under Federal Law: Nothing herein shall be construed nor interpreted as violating any rights an employee may have under any applicable federal law.

ARTICLE 31
TRAINING

Section 31.1. Training Required by Employer: All Sergeants and Patrol Officers must attend and successfully complete such job related training classes as required by the Employer. The Employer agrees to pay for or provide for equipment and/or materials necessary for such training as required by the Employer. Time spent in mandatory

training courses shall be considered as hours worked. Travel time needed to travel to and from training sites as established by the Chief of Police or designee will be considered as hours worked. The Employer will reimburse an employee in accordance with Township policy for meals, and for mileage if the employee uses his/her own car.

Section 31.2. Non-mandatory Training: Time spent by employees attending non-mandatory lectures, meetings, classes and training programs is not considered hours worked when all four (4) of the following criteria are met:

A. Such time is spent outside normal working hours;

B. Attendance by the employee is voluntary;

C. *The lecture, meeting, class or training program is not directly job-related; and

D. The employee does not perform any productive work for the Employer during the employee's attendance.

*Training is directly "job-related" if it is designed to enable the employee to perform the employee's job more effectively. Training is not job-related if it is designed to train the employee to perform a different job. Voluntary attendance by an employee at an independent school or college outside working hours is not considered hours worked, even if the courses taken are directly job-related.

Section 31.3. Weapons Qualification: Sergeants and Patrol Officers shall be required to qualify with their weapon to be carried on duty and off duty, as prescribed by the Employer. Officers required to qualify with their weapon during their off-duty hours shall have such time considered as hours worked.

ARTICLE 32
BULLETIN BOARD

Section 32.1. Space to be Provided: The Employer agrees to provide space on an existing bulletin board in an agreed upon area of the facility for use by the Union. The Employer reserves the right to limit the size and location of such bulletin board.

Section 32.2. When Approval for Posting is Required: All Union notices of any kind posted on the bulletin board shall be signed, dated and posted by a designated Union representative. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's approval:

A. Union recreational and social affairs;

B. Notice of Union meetings;

C. Union appointments;

D. Notice of Union elections;

E. Results of Union elections;

F. Reports of non-political standing committees and independent non-political arms of the Union; and

G. Non-political publications or policies of the Union.

All other notices of any kind not covered by (A) through (G) above, must receive prior approval of the Employer or designee.

Section 32.3. Postings Prohibited: It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

A. Personal attacks upon any other member or any other employee;

B. Scandalous, scurrilous or derogatory attacks upon the Employer, or any other governmental units or officials;

C. Attacks on any employee organization, regardless of whether the organization has local membership; or

D. Attacks on and/or favorable comments regarding a candidate for public office.

Section 32.4. Exclusive Place for Posting: No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the Union.

Section 32.5. Request for Removal of Posted Material: Upon the request of the Employer or designee, the Union shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 33
WAIVER IN CASE OF EMERGENCY

Section 33.1. Temporary Suspension of Conditions: If the President of the United States, the Governor of the State of Ohio, the Allen County Sheriff or any other authorized governmental official declares an emergency due to an act of God or incident of civil disorder, the following conditions of this Agreement may be temporarily suspended by the Trustees:

A. Time limits for the processing of grievances; and

B. Selected work rules and/or agreements and practices relating to the assignment of employees.

Section 33.2. Termination of Emergency: Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had been properly processed prior to the emergency.

ARTICLE 34
SEVERABILITY/SAVINGS CLAUSE

Section 34.1. Effect of Statutes, Rules, and Regulations: This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. In accordance with the provisions of Ohio Revised Code (O.R.C.) Section 4117.10 (A), all articles listed in the table of contents of this Agreement are intended to supersede and/or prevail over any conflicting and/or additional provisions contained in the O.R.C., including but not limited to O.R.C. Sections 9.44, 4111.03, 505.491 to 505.495, and 509.01. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, not superseded as provided above, or should any provision of the Agreement be declared invalid by operation of law, such provision shall be of no further force and effect but the remainder of the Agreement shall remain in full force and effect.

Section 34.2. Parties to Meet to Discuss Alternative Language: The parties agree that should any provision of this Agreement be found to be invalid, as specified above, and upon written request by either party, they will schedule a meeting within thirty (30) days at a mutually agreeable time and place to discuss alternative language on the same subject matter.

ARTICLE 35
PART-TIME EMPLOYEES

Section 35.1. Part-time/Non-bargaining Unit Employees May be Used: The Employer shall be free to use part-time or non-bargaining unit employees to reduce or avoid the necessity to work bargaining unit employees overtime. The Employer does, however, agree to schedule at least one full-time employee on each shift.

Section 35.2. Employer to Determine Staffing: The Employer shall maintain the authority to determine the total number of police officers and the number of police officers scheduled on each work shift. There shall be no minimum staffing requirement either expressed or implied.

Section 35.3. Waiver of Appeals: Neither the Union nor any employee of the bargaining unit shall file a grievance or an unfair labor practice complaint in regards to the Employer's actions as outlined in Sections 35.1 or 35.2 above.

ARTICLE 36
PROMOTIONS

Section 36.1. Promotion Procedures: The Employer endorses a policy of promoting from within the Police Department whenever practical, so as to provide career ladders for employees who are willing and able to assume higher levels of duties and responsibilities. The Employer shall prepare a written notice of the position available. Interested bargaining unit employees shall have fourteen (14) calendar days to submit an application to the Employer. Each employee applying for the position will be considered on the basis of the employee's knowledge, skills, abilities, previous job performance, motivation and qualifications for the higher level position. The Employer may elect to conduct written, oral or practical examinations to determine employee's qualifications for higher level positions. Management reserves the right to promote the most qualified person.

Section 36.2. No Restrictions on Employer's Rights: Nothing herein shall be construed to prevent the Employer from advertising a vacant, non-bargaining unit position outside the Police Department while simultaneously posting the position internally; or from selecting a candidate not currently employed by the department.

ARTICLE 37
WEAPON PURCHASE

Section 37.1. Weapons May be Purchased: Bargaining unit employees who honorably retire from the Shawnee Township Police Department under the guidelines of the Ohio Public Employees Retirement System (OPERS) with fifteen (15) or more years of service will be permitted to purchase their badge and service weapon for the cost of one dollar ($1.00).

Section 37.2. Employer to be Held Harmless: Employees who purchase their service weapon in accordance with Section 37.1 above, shall be required to sign a hold harmless agreement, as a condition of such purchase, waiving any liability against the Township for any damage, harm, injury, or death which may occur as a result of possessing or using such weapon.

ARTICLE 38
DURATION

Section 38.1. Effective Dates: This Agreement shall be effective October 1, 2013 except as otherwise provided herein, and shall remain in full force and effect through September 30, 2016.

Section 38.2. Modification of Agreement: If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date but no later than ninety (90) calendar days prior to the expiration date. Such notice shall be pursuant to the rules of the State Employment Relations Board (O.A.C. 4117-9-02). The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 38.3. Entire Agreement: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreements, either oral or written, are hereby canceled.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have placed their signature this 24 day of April, 2014 in acceptance of the terms and conditions herein.

For Shawnee Township:

Dave Belton, Trustee

Russell Holly, Trustee

Chris Seddlemeyer, Trustee

For the FOP, Ohio Labor Council, Inc.:

Andrea H. Johan, Staff Representative

Craig Hoffer, Committee Member, Sergeant Unit

Christopher Miracle, Committee Member, Patrol Unit

Approved as to Content:

Michael Keith, Chief of Police

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	} Case No(s):	13-MED-07-0795
EMPLOYEE ORGANIZATION,	}	(Police Officers)
	}	13-MED-07-0796
and,	}	(Sergeants)
	}	
SHAWNEE TOWNSHIP TRUSTEES,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

Respectfully Submitted,

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

cc: Mr. Michael Keith, policechief@shawneetownship.com