



13-MED-07-0804  
1536-03  
K30937  
06/12/2014

**AGREEMENT**  
**BETWEEN THE**  
**BOARDMAN TOWNSHIP**  
**BOARD OF TRUSTEES**  
**AND THE**  
**OHIO PATROLMEN'S**  
**BENEVOLENT ASSOCIATION (OPBA)**  
**DISPATCHERS UNIT**

**SERB Case No. 13-MED-07-0804**

**Effective January 1, 2014**  
**through December 31, 2016**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
Preamble .....	1
Article 1 Recognition.....	1
Article 2 Management Rights.....	1
Article 3 Dues Deduction/Fair Share Fees .....	2
Article 4 Severability.....	3
Article 5 Work Rules.....	3
Article 6 Obligation to Negotiate/Mid-Term Bargaining.....	3
Article 7 Non-Discrimination.....	4
Article 8 Reduction In Force and Recall .....	4
Article 9 Discipline.....	5
Article 10 Grievance and Arbitration Procedure.....	6
Article 11 Labor Management Meetings.....	9
Article 12 Union Activity .....	10
Article 13 Probationary Period .....	10
Article 14 No Strike/No Lockout .....	11
Article 15 Health and Safety .....	11
Article 16 Bulletin Boards.....	11
Article 17 Personnel Files.....	12
Article 18 Performance Protection .....	12
Article 19 Seniority .....	13
Article 20 Scheduling .....	13
Article 21 Hours of Work/Overtime.....	14
Article 22 Call-Out/Court Time .....	17
Article 23 Compensation.....	17
Article 24 Insurance.....	18
Article 25 Longevity.....	21
Article 26 Retirement and Disability Pensions.....	21
Article 27 Clothing Allowance.....	21
Article 28 Training/Training Compensation .....	22
Article 29 Vacations .....	23
Article 30 Holidays.....	25
Article 31 Sick Leave .....	26
Article 32 Injury On Duty Leave.....	28
Article 33 Jury Duty Leave .....	31
Article 34 Military Leave .....	32
Article 35 Pregnancy Leave .....	32
Article 36 Bereavement Leave .....	32
Article 37 Leave Without Pay .....	32
Article 38 Family Medical Leave Act (FMLA) .....	33
Article 39 Attendance Incentive .....	33
Article 40 Attendance Incentive Program .....	33
Article 41 Part-Time Work Force.....	34

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
Article 42 Miscellaneous .....	35
Article 43 Duration.....	35
Signature Page .....	36
Appendix A Wage Schedule.....	37
Appendix B IOD/Workers' Compensation Providers .....	41
Side Letter #1 Prior Service Credit/Vacations .....	42
Side Letter #2 Tac Officer Position/Assignment.....	42
Side Letter #3 Compensatory Time Administration.....	42
Side Letter #4 Disciplinary Records Retention Schedule .....	42
Side Letter #5 Attendance Incentive Criteria Waiver .....	43

## PREAMBLE

**Section 1. Agreement.** This agreement is made between the Township of Boardman, hereinafter referred to as the "Township or Employer," and the Ohio Patrolmen's Benevolent Association representing Dispatchers, hereinafter referred to as the "Union" or "Association." This agreement is intended to formalize the articles approved by the Negotiating Committees of the Township and the Association. The negotiation committee shall be composed solely of duly elected members of the bargaining unit and the Union Representative.

**Section 2. Purpose.** This agreement is made for the purpose of promoting cooperation and harmonious relations between the Township and its dispatch employees.

## ARTICLE 1 RECOGNITION

**Section 1. Recognition.** The Township hereby recognizes the Ohio Patrolmen's Benevolent Association as the sole and exclusive bargaining agent of all Dispatchers employed by the Township for the purpose of collective bargaining about any and all matters related to wages, hours and working conditions.

**Section 2. Inclusion.** The bargaining unit shall include all employees in the following classifications:

1. Full-time Dispatcher
2. Part-time Dispatcher

**Section 3. Exclusion.** The Chief of Police, all sworn officers, management, confidential, professional, supervisory, interim, temporary, seasonal, and all employees not certified by SERB as belonging to the unit shall be excluded from the bargaining unit.

## ARTICLE 2 MANAGEMENT RIGHTS

**Section 1. Management Rights.** Except to the extent otherwise limited or modified by this Agreement, the Township retains the right and responsibility:

- A. to direct the work of dispatchers;
- B. to determine the mission of the dispatch center and the personnel, methods, means and procedures necessary to most efficiently fulfill that mission;
- C. to determine the size and composition of the work force;
- D. to suspend, demote, discipline or discharge dispatchers for just cause;
- E. to take actions as may be necessary to carry out the mission of the dispatch center in emergencies;

- F. to hire, schedule, transfer and assign dispatchers in accordance with law and the provisions of this Agreement;
  - G. to recruit, select and determine the qualifications and characteristics of new dispatchers;
  - H. to schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient governmental operations;
  - I. to train or retrain dispatchers as provided, however, that the Chief of Police will confer with a committee designated by the Association comprised of no more than two (2) bargaining unit members in formulating training and retraining policies;
- and
- J. to do all other things which the Township Trustees deem necessary and proper in the operation and management of the dispatch center.

### **ARTICLE 3** **DUES DEDUCTION/FAIR SHARE FEES**

**Section 1. Union Membership.** All employees in the bargaining unit shall be eligible to become members of the Union and to retain such membership.

**Section 2. Dues Deduction.** The Township, pursuant to law, will deduct monthly dues, assessments, and initiation fees as designated by the treasurer of the Union. This is to include uniformly required membership dues and assessments of the Union. Deductions are to be made on the basis of individually signed authorization check-off cards unless otherwise provided by law. The Township will deduct back Union dues upon obtaining an employee signature on an authorization card specifically for this purpose, and the deductions shall be transmitted to the Association no later than ten (10) days following the end of the first pay period of each month. The Union shall defend and indemnify the Employer against any and all claims or demands against it arising out of this deduction.

**Section 3. Fair Share Fees.** In recognition of the Association's services as the bargaining representative, all employees of the bargaining unit not electing membership shall share in the financial support of the Association by paying to the Association a fair share fee. The assessment and collection of all fair share fees, including but not limited to automatic payroll deductions, shall be in accordance with the Ohio Revised Code Section 4117.09(C). The Union shall defend and indemnify the Employer against any and all claims or demands against it arising out of this deduction.

**Section 4. Fair Share Fee Deduction Procedure.** Sixty (60) days after the commencement of employment, employees not electing to hold membership in the Union will as a condition of employment pay the Union a fair share fee. The Union warrants to the Employer that it has a fair share fee notice, appeal, and rebate procedure that complies with federal and state law. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this

Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure.

#### **ARTICLE 4** **SEVERABILITY**

**Section 1. Legal References.** Should any part of this agreement be held invalid or restrained by operation of law or by any tribunal of competent jurisdiction, such invalidation or restraint shall not invalidate or affect remaining portions thereof. In the event this occurs, the parties agree to meet to discuss a mutually acceptable replacement to the affected portion(s) of the Agreement. Should the parties be unable to agree, either party may execute a notice to negotiate over the affected provisions of the agreement.

#### **ARTICLE 5** **WORK RULES**

**Section 1.** The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement new and revised reasonable work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs. Copies of newly established written work rules or amendments to existing work rules will be furnished directly to each bargaining unit member.

**Section 2.** Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union and meet with the Union to discuss the matter prior to the date of implementation.

**Section 3.** The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this Agreement.

#### **ARTICLE 6** **OBLIGATION TO NEGOTIATE/MID-TERM BARGAINING**

**Section 1. Waiver.** To the extent that the parties have negotiated and reached Agreement over an issue, no changes in this Agreement shall be negotiated during the duration of this Agreement unless there is a written accord by and between the parties hereto to do so. The written accord shall contain a list of those matters to be subject of such negotiations. Any negotiated changes to be effective and incorporated in this Agreement must be in writing and signed by the parties.

**Section 2. Mid-Term Bargaining.** If the Employer is contemplating any changes that would effect wages, hours, or other terms and conditions of employment for bargaining unit members not otherwise provided for in this Agreement, then the Employer, prior to making such change, shall inform the Union of the proposed change and negotiate to impasse with the Union over the effects of such action. In the event that the parties are unable to reach agreement over the effects of such change, either party may file for fact finding and/or conciliation under R.C. 4117.

**ARTICLE 7**  
**NON-DISCRIMINATION**

**Section 1. Non-Discrimination.** Neither the Township, its agents, agencies or officials, nor the Association or its agents or officers, will discriminate against any dispatcher on the basis of age, sex, marital status, race, color, religion, national origin, political affiliation, military status, genetic information, or handicap as provide under state or federal law.

**Section 2. Union Affiliation.** The parties agree not to discriminate against any employee because of his desire to refrain from or discontinue Union membership or to become or remain a member of the Association.

**Section 3. Gender Neutral.** All references in this Agreement to the male gender shall be construed to be equally applicable to females.

**ARTICLE 8**  
**REDUCTION IN FORCE AND RECALL**

**Section 1.** It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supercede the provisions of ORC 124.321 to 124.328, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the Boardman Township Municipal Civil Service Commission governing work force reductions.

**Section 2. Notice.** Whenever the Employer determines that a reduction in force (i.e., layoff or job abolishment) within the bargaining unit is necessary, the Employer shall notify the affected employee(s) in writing at least twenty-one (21) calendar days prior to the date of the reduction.

**Section 3. Procedure.** When the Employer determines that a reduction in force is to be made within the bargaining unit, the member with the least amount of classification seniority within the affected job classification shall be laid off first. An employee residing in a higher job classification may utilize his seniority to displace an employee with less total seniority in a lower job classification within the applicable classification series. Total Seniority, for the purposes of reduction and recall, is calculated in accordance with Article 19 of this Agreement.

**Section 4. Recall.** A bargaining unit member laid off under this article shall remain on the layoff list for three (3) years. When the Employer determines that it wishes to recall laid off members of the bargaining unit, the Employer shall recall from the layoff list in reverse order in which the members were laid off prior to hiring anyone else into a classification from which employees are on layoff.

Employees shall be given fifteen (15) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their

position will lose all seniority and recall rights. A full-time employee that is offered and refuses recall to a part-time position shall not lose his recall rights.

## ARTICLE 9 DISCIPLINE

**Section 1.** The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No employee shall be suspended (including working suspensions), discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning.
2. Written reprimand.
3. Suspension without pay. At the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

**Section 2.** Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, violation of work rules, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

**Section 3.** Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

**Section 4.** Whenever the Employer determines that an employee may be suspended, demoted, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union in writing of the charges against the employee. This notification shall also include the time and place of a predisciplinary meeting, to be held within forty-eight (48) hours, between management and the employee. Should an OPBA representative not be available, a single forty-eight (48) hour continuance shall be granted.

The employee may be accompanied by a Union steward or officer during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an

opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. Resolution to disciplinary action, where the employee has declined Union representation, shall not serve as precedent in future disciplinary matters. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

**Section 5.** Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within seven (7) calendar days from receipt of the notice of discipline by the employee. Disciplinary actions not involving a loss in pay may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

**Section 6.** Any employee under indictment or arrested for a felony may be placed on an administrative leave of absence with pay until resolution of the court proceedings. An employee found guilty by trial court may be summarily discharged, and any accrued unused leave will be forfeited, to the extent necessary, to offset the time spent on administrative leave. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this article.

**Section 7.** Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning and Written Reprimands	twelve (12) months
Suspensions, Reductions, and Demotions	twenty-four (24) months

**ARTICLE 10**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1. Definition.** A grievance is any dispute between a dispatcher and/or the Union and the Township or its duly authorized representative involving an allegation that there has been a breach, misinterpretation, or misapplication of this collective bargaining agreement.

**Section 2. Grievance Contents.** The grievance must: (1) identify the specific section of the contract which is the subject of the grievance and/or dispute; (2) specifically state where and how the alleged violation of the contract occurred; and, (3) clarify in basic terms the rationale as to the nature of the grievance or dispute.

**Section 3. Procedure Generally.** Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Township prior to the filing or starting of the grievance. A grievance may be started by the employee or the Association representative starting at Step One, or by the Association starting at Step Two. Grievances must be started within seven (7) days following the occurrence that initiated the dispute, including the day of the occurrence.

**Section 4. Time Limits/Withdrawal.** All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. The aggrieved 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. Where the Employer fails to respond to a grievance at Step 2, the remedy requested shall be awarded provided that the grievance does not have an economic impact of more than five hundred dollars (\$500.00). The Union has the option of declining to accept the settlement and appealing the matter to arbitration if this occurs. Grievances settled on the basis that a party failed to appeal/respond shall not be considered precedent setting.

Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced. An arbitrator is without authority to render any decision involving a grievance that does not conform to the parties' negotiated time limits.

All references in this article to "days" and/or "calendar days" shall be interpreted to include Saturdays, Sundays and holidays, except that where the deadline for action/response falls on a non-business day, the deadline shall be extended to the next business day.

**Section 5. Disciplinary Grievances.** Disciplinary grievances involving suspension, reduction in pay or position, or discharge are to be appealed directly to Step 2 of the grievance procedure as specified in this article. All other grievances related to disciplinary action are to be filed at Step 1.

**Section 6. Procedure.** The following steps shall be used in the processing of grievances:

**Step One.** Within fourteen (14) days of the occurrence initiating a dispute, a dispatcher may elect to discuss the matter with his immediate supervisor. If no resolution is reached, the dispatcher or association may elect to initiate a grievance within that fourteen (14) day period. The dispatcher or the Association may submit the grievance in writing to the Chief of Police, or his designated representative.

When the Chief of Police receives the grievance, the Chief or his authorized designee shall arrange a meeting with the grievant and the Association within seven (7) calendar days to discuss the grievance. The grievant and/or the Association, and the Chief and/or his authorized designee, shall mutually agree to the time, date and place for said meeting and, further, shall mutually agree to extend the timeline for said meeting if attempts on either side to arrange said meeting do not permit timely scheduling.

The Chief/designee shall render his decision in response to the grievance no later than seven (7) days after the above prescribed meeting. This decision must be in writing and signed by the Chief of Police or his authorized representative. If the dispatcher or the Association is not satisfied with the decision of the Chief of Police or his authorized representative, within seven (7) calendar days, the grievant or the Association may then process the grievance to the Administrator.

**Step Two.** Within twenty (20) calendar days from receipt of the grievance, the Administrator shall either grant the remedy requested by the employee, deny the grievance, or schedule a meeting to evaluate and decide the grievance. Within ten (10) calendar days of this meeting, the Administrator shall make a decision in writing and transmit a copy of the decision to the grievant and the Association.

**Section 7. Arbitration.** The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 2, the Union shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance.

### **Selection of the Arbitrator**

Grievances not settled in the foregoing steps of the grievance procedure shall be submitted upon request to arbitration under the voluntary rules of the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). Upon the conveyance of the demand for arbitration, the parties shall request a panel of fifteen (15) names of Ohio resident, national academy certified arbitrators from AAA or FMCS. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the AAA or FMCS. Each party may reject up to two (2) lists and request another list.

### **Hearing and Decision**

The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the arbitrator shall render a decision that will be final and binding on the parties. Employees shall suffer no loss in pay for required attendance at an arbitration hearing.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws;
2. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to 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 part of this

Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

### **Arbitrability**

If the question of the arbitrability of the issue is raised, the arbitrator shall rule first on this question. If the arbitrator rules that the grievance is arbitrable, he then shall proceed to conduct a hearing based on the merit.

### **Fees/Expenses**

The arbitrator's fees and other expenses shall be borne equally by the Township and the Association, except the cost associated with the appearance of the witnesses, attorneys, the production of documents, or other fees, whether they be for consultants or otherwise, shall be borne solely by the party which calls the witnesses or employs the attorneys or consultants. The arbitrator's decision shall be binding of the Township, the Association, and the grievant.

**Section 8. Copies/Acknowledgement of Receipt.** In all steps of the above grievance procedure the grievant shall be required to prepare the copies of the grievance and the Township shall be required to receipt said copies of the grievance and present said receipted copies to the Association or the grievant.

## **ARTICLE 11** **LABOR MANAGEMENT MEETINGS**

**Section 1.** In the interest of sound labor management relations, there will be established a Labor Management Committee (LMC), consisting of three (3) representatives of the Employer and three (3) representatives of the Union.

**Section 2. Meetings.** The committee will meet once every quarter or within seven (7) days of a request by either party.

**Section 3. Subject Matter.** The LMC shall not be construed as a substitute for the grievance procedure. The parties shall provide each other with an agenda of the issues to be discussed at least one (1) day prior to the scheduled date of the meeting. The purpose of such meetings shall be to:

- A. make a good faith effort to keep the Association informed of all matters having an effect upon the employment relations and/or working conditions of employees in the bargaining unit;
- B. discuss the administration of this contract;
- C. discuss pending grievances/arbitrations when such discussions are mutually agreed to by the parties;
- D. disseminate general information of interest to the parties;

- E. give the Union representatives the opportunity to share the view of its members and/or make suggestions on subjects of interests to its members;
- F. discuss ways to improve efficiency and work performance;
- G. discuss training, education, and development opportunities;
- H. consider policies relative to safety standards and equipment.

**ARTICLE 12**  
**UNION ACTIVITY**

**Section 1. Association President.** The Township agrees to provide the director of the Association time off with pay for a period of twenty hours per year, to attend recognized seminars, meeting and conventions of the Association.

**Section 2. Scheduling Notice.** The Association shall give the Township notice by January 15 of each year of the dates needed off for the conventions.

**Section 3. Negotiations.** Up to three (3) members of the bargaining unit may participate in negotiations. If the negotiations are held during their scheduled shift, the negotiators shall be allowed to attend the negotiations without loss of pay.

**ARTICLE 13**  
**PROBATIONARY PERIOD**

**Section 1. Probationary Period for Full-Time Employees.** The probationary period for all newly hired, full-time employees shall be twelve (12) months from the date of full-time appointment, except that a probationary employee who is off work for more than a month due to illness, maternity, or other extended leave, shall have the probationary period extended by an equivalent length of time. A probationary employee may be terminated at any time during the probationary period and shall have no appeal over such removal.

**Section 2. Probationary Period for Part-time Employees.** The probationary period for part-time employees shall be for one (1) year from the date of hire. Any part-time employee who is hired full-time and has completed the probation period shall only be on probation for one-hundred twenty (120) days from the date of hire as a full-time employee. Should the employee fail to complete the probationary period in the one hundred twenty (120) days, the employee may, at the discretion of the Chief or his designee, be returned to a part-time classification with no right of appeal providing the employee was not terminated as a full-time employee for cause.

**ARTICLE 14**  
**NO STRIKE/NO LOCKOUT**

**Section 1. No Strike.** The Association agrees that neither it, its officers, agents, nor representatives will authorize, instigate, cause, aid, condone or participate in any strike or work stoppage by its members for the duration of this Agreement.

**Section 2.** In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union, and inform all employees that they should return to work immediately.

**Section 3.** It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large.

**Section 4. No Lockout.** The Township agrees that neither it, its Trustees, officers, agents, nor representatives will authorize, instigate, cause, aid, condone or participate in any lockout of bargaining unit members.

**ARTICLE 15**  
**HEALTH AND SAFETY**

**Section 1.** The Township agrees to furnish and to maintain a safe working condition, all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each dispatcher. Members are responsible for immediately reporting any unsafe conditions or practices to the immediate supervisor, and for properly using and caring for all tools and equipment furnished by the Township.

**ARTICLE 16**  
**BULLETIN BOARDS**

**Section 1.** The Employer shall provide space for a bulletin board at the police station for the exclusive use of members of the bargaining unit.

**Section 2.** All notices which appear on the Union's bulletin board shall be posted and signed by a Union official in the bargaining unit during non-working time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior 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 standing committees and independent arms of the Union; and
- G. legislative reports;
- H. OPBA publications, pictures, articles, etc.

All other notice of any kind not covered in "A" through "H" above must receive prior approval of the Employer or his designated representative. 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 administration;
- C. attacks on and/or favorable comments regarding a candidate for public office.

## **ARTICLE 17** **PERSONNEL FILES**

**Section 1. Personnel Files.** It is recognized by the parties that the Township may prescribe regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the Township. Inasmuch as material in a public employee's personnel file is considered a public record under the Ohio Public Records Law, the Employer is prohibited from denying access to certain portions of an employee personnel file when a public records request is made for the material. The Employer agrees to notify bargaining unit members when such a request has been made.

**Section 2. Access.** Each bargaining unit member shall be allowed to review his personnel file during non-working time within three (3) days of submitting a written request to do so. If any member disputes the accuracy of the material in his personnel file, he may make a written request that an OPBA representative be granted access to the personnel file. The Employer agrees to schedule a mutually agreeable time for the OPBA representative to be granted access to the personnel file once the request has been made.

**Section 3. Clarification.** Bargaining unit members will be provided a copy of any new material placed in a member's personnel file. If the member feels that clarification of the circumstances surrounding the writing of such material is necessary, the member may submit to the Administrator or his designee a written clarification or explanatory memorandum. Such memorandum shall not contain derogatory or scurrilous matter regarding the Employer or any other employees. Upon examination, the Administrator or his designee shall have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

## **ARTICLE 18** **PERFORMANCE PROTECTION**

**Section 1.** The Township agrees to follow the basic language of Section 2744.07 with the following addition:

The Township will provide legal counsel, mutually agreed to by the bargaining member and Township, when the member is sued resulting from an act or an omission while performing their prescribed duties. Employees that are found to have violated Ohio Law or whom are found guilty of malfeasance or misfeasance will reimburse the Township for attorney fees paid to defend the employee.

**Section 2.** The Township shall not be required to provide individual legal counsel as provided under the provisions of Section 1 when the member of the bargaining unit is not individually named in a lawsuit which resulted from an alleged act or omission of the bargaining unit member or members while performing their duties on behalf of the Township. Instead, the Township will assure that proper legal representation is acquired and maintained for lawsuits. If it is later determined that an employee is being individually sued, said employee may select an attorney to represent them at the Township's expense.

**Section 3.** If a bargaining unit member is indicted and/or arrested on a felony charge, that bargaining unit member shall immediately be placed on leave of absence without pay pending the adjudication of the applicable case and related charges. If said employee is eventually found not guilty of said felony, they shall be returned to duty and made whole for all time lost.

## **ARTICLE 19** **SENIORITY**

### **Section 1. Definitions.**

- A. **Total Seniority.** Total seniority is the total, uninterrupted service with the Township. Total seniority shall include all periods during which a member was in full time service, and all periods during which a member was in part time service, but prorated to the equivalent of full time service. (For example: a member working twenty (20) hours per week for one (1) year will accrue one half (1/2) year of seniority.)
- B. **Classification Seniority.** Seniority by job classification shall be computed in the same manner, but shall include only the total uninterrupted service within a job classification. No present member shall lose seniority as a result of this language.

**Section 2. Seniority During Probationary Period.** Newly hired employees do not accrue seniority until the completion of their probationary period. At that time the employee will receive credit back to his original date of hire.

**Section 3. Interruption of Seniority.** Seniority is interrupted through voluntary resignation, termination of employment, layoff in excess of thirty-six (36) months, and failure to report to work without prior notice to the Employer for a minimum of three (3) consecutive work days.

## **ARTICLE 20** **SCHEDULING**

**Section 1.** The Union recognizes the right of the Township to schedule dispatchers for work. The Chief of Police/designee reserves the right to schedule as needed in order to meet the operational

needs of the department, which include, but are not limited to, work load requirements and avoiding overtime in order to meet vacation request obligations and cover staff shortages resulting from sick leave and/or vacancies.

**Section 2. Posting.** One (1) month prior to the expiration of the existing monthly schedule, a new schedule shall be posted showing the next month's schedule.

**Section 3. Shift Bidding/Schedule Adjustments.** While the Township has the right to create the work schedule, the employees shall have the right to bid for their actual work shifts. The bidding shall be done two times each year in February and July, and shall be implemented during the first full week in April and October. If the Chief or his designee determines that there is a need to change the work schedule at any time during the year, he shall give the union thirty (30) days notice prior to implementation, unless action must be taken sooner in order to address an immediate need. This time shall be used to work out a new schedule and conduct a new bid. Once the need for the schedule change is satisfied, the old schedule shall be put back in place. All bids shall be based upon classification seniority.

The Union recognizes the right of the Chief of Police to adjust a dispatcher's schedule to meet the operational needs of the department. When the Chief or his designee determines that adjustments to a dispatcher's schedule are necessary, the Chief of Police or his designee will first attempt to use available float dispatcher(s) to make these adjustments. If it is not feasible to utilize float dispatchers, the Chief or his designee will attempt to use the dispatcher with the least amount of classification seniority to make the adjustments. The Chief or his designee will provide forty-eight (48) hours advance notice to any dispatcher whose schedule is to be adjusted.

**Section 4. Holiday Scheduling.** If during a holiday, the Chief of Police/designee decides that not all of the members who are otherwise scheduled to work a holiday shift are needed, he shall determine the number of members who will work the shift on the basis of classification seniority. The most senior member on the scheduled shift shall be given the first opportunity to select or reject such work.

## **ARTICLE 21** **HOURS OF WORK/OVERTIME**

**Section 1. Workday.** For full-time employees, eight (8) consecutive hours per day, which shall include a one-half hour paid lunch period, which may be taken off Township grounds if there are two (2) dispatchers on duty, and two (2) fifteen minute (15) paid breaks, one (1) to be taken before lunch and the other after lunch, shall constitute a normal work day.

**Section 2. Work Week.** Forty (40) hours per week shall constitute a normal work week, based on five (5), eight (8) hour work days and two (2) days off, scheduled during a seven (7) day, one hundred sixty-eight (168) hour period. The workweek begins at 6:00 a.m. on Sunday and concludes at 5:59 a.m. on the following Sunday.

**Section 3. Alternative Work Day Schedules.** By mutual agreement of the Township and the Association, a work schedule plan involving four (4) ten (10) hour work days can be placed into

effect and the Association agrees to forego the overtime provision of the Agreement with respect to the final two (2) hours of such shift. The Township may change back to normal work day as defined in Section 1.

**Section 4. Contractual/FLSA Overtime.** Overtime due under the parties' Agreement shall be paid in accordance with the contract. Overtime due under the FLSA shall be paid in accordance with the Act.

**Section 5. Overtime Generally.** When the Employer determines that overtime is necessary, it shall offer the overtime opportunity to full-time dispatchers prior to offering part-time dispatchers the opportunity to work overtime.

**Section 6. Overtime Defined/Overtime Rate.** Except as otherwise provided in this agreement, each bargaining unit member shall be paid an amount equal to one and one half (1-1/2) times the normal hourly base pay rate for overtime hours actually worked in excess of eight (8) hours per day or forty (40) hours per week.

**Section 7. Compensatory Time.** Employees that work overtime shall have the option of taking the pay in the form of compensatory time. Each hour to overtime will generate one and one-half (1 1/2) hours of compensatory time. Employees may take such compensatory time off at anytime that doesn't cause overtime. If an employee attempts to force the Chief to give him compensatory time off through FLSA letter ruling, DOL action, or Court action, the Employer may void this section and all other portions of the contract that deal with compensatory time, pay off existing compensatory time, and discontinue the practice of allowing compensatory time, with no right of appeal. At the option of the Chief or his designee, compensatory time may be granted off even if it does cause overtime. The association stipulates that, due to the nature of the duties and limited staffing of the Communications unit, the granting of compensatory time off at any time cannot be covered by a part-time dispatcher constitutes an undue hardship on the operations of the department and shall be denied.

**Section 8. Maximum Accumulation/Conversion.** Compensatory time may be accumulated up to eighty (80) hours and after that shall be paid as overtime. Subject to the availability of funds, an employee may request to receive payment for no more than forty (40) hours of accumulated compensatory time annually.

**Section 9. Overtime Scheduling.** The Dispatchers shall maintain an overtime ledger which shall include all overtime offered to, or worked by, a member of the bargaining unit. The ledger will include all hours worked by the bargaining unit members in excess of the work day or work week. This ledger shall be posted in a conspicuous place and shall reflect "zero" for all members effective October 1 each year of the Agreement. Overtime call-outs shall be tracked and monitored on a one (1) year basis for the duration of this agreement. New employees hired after October 1 will be added to the list and credited with the amount of overtime equivalent to the average of the other employees. If a dispatcher accepts an overtime shift and then calls-off, he shall be credited for working the shift for purposes of the overtime call-out list.

When the Employer determines that overtime is necessary, it shall be offered to a bargaining unit member in the following manner.

- A. When overtime is less than or equal to four (4) hours:
1. The dispatcher will be held over or the next dispatcher will be called out early. Unless it is contrary to the sixteen (16) hour rule listed below.
- B. When overtime is more than four (4) hours:
1. No dispatcher will work more than sixteen (16) hours in a twenty-four (24) hour period, except in the case of a disaster.
  2. A member with the lowest number of hours in the overtime ledger shall be offered first opportunity to work the overtime.
  3. In the event that more than one member has the same number of hours in the overtime ledger, then seniority shall prevail.
  4. Once the call out list has been exhausted and no member agreed to work the shift, then the member shall be afforded the opportunity allow a qualified person outside of the bargaining unit to fill the position.
  5. When no one in or out of the bargaining unit takes the overtime, the dispatcher working the turn proceeding and after will split the shift four (4) hours each. If the contact cannot be made with the dispatcher scheduled to work the shift after, the proceeding dispatcher will work the entire eight (8) hour shift. The eight (8) hour shift will be worked by one (1) dispatcher if the sixteen (16) hour rule would be violated by either dispatcher.
  6. When a turn does not proceed or come after the vacated shift and no one in or out of the bargaining unit will work the shift, afternoon will be called out early or the 10 a.m. - 6 p.m. shift with day turn staying until 1730 hours (5:30 p.m.). When it involves the 6 p.m. - 2 a.m. shift midnight will be called out early at 2030, 10-6 stays till 2030, afternoon stays till 0130 (1:30 a.m.).
  7. After the initial call out, both before and after force out open shift can be split in many different ways by whatever means agreed by the members to fill the shift to keep the dispatch center running smoothly.

By mutual agreement, it is understood between the parties that at no time will the dispatch center be left unattended by a dispatcher or qualified person.

**Section 10. Overtime Compensation Restriction.** An employee who works an additional shift will not receive overtime compensation if the employee fails to work an assigned shift sixteen (16) hours before or sixteen (16) hours after the starting or ending of the overtime shift. The use of sick, I.O.D. or vacation time is not considered working unless the employee had properly requested and had obtained approval for vacation or accumulated time prior to being contacted for the overtime shift. Employees working in excess of eight (8) consecutive hours will be compensated at overtime rate for time in excess of eight (8) hours.

**Section 11. Trade Days.** Upon the prior approval of the Captain, members may be allowed by mutual agreement to trade days off or shifts.

**Section 12. Time Changes.** When a member works the midnight shift in the fall, and works a nine (9) hour shift, the member shall be compensated one (1) hour overtime at the appropriate rate of pay. When a member works the midnight shift for the spring time change, the member will not report to work one (1) hour early, but instead will receive pay for seven (7) hours worked and one (1) hour non-worked administrative time. However, for any overtime on that shift, the first hour will be paid at straight time rather than time-and-one-half.

## **ARTICLE 22** **CALL-OUT/COURT TIME**

**Section 1. Call-Out Pay.** A bargaining unit member who is requested to report to work at a time other than his normally scheduled shift shall receive four (4) hours at the regular rate of pay or actual time worked at one and one-half (1 1/2) times his regular rate, whichever is greater. For time which abuts a scheduled shift, if a bargaining unit member is ordered to report for work early or is ordered to work over at the end of his shift, the member will be paid the appropriate rate of pay for those hours actually worked. When a member reports to work under this section, the member will be excused after he has completed the task for which he has reported to work.

**Section 2. Court Time.** Bargaining members who are required to appear in court in conjunction with duties as a dispatcher will be compensated three (3) hours at their normal rate of pay. If the court appearance time is in excess of two (2) hours, then the actual time spent at court will be computed at time and one half (1-1/2) of the bargaining members hourly rate. Any required court appearance that is within one hour of the starting and/or ending the dispatcher scheduled shift will be considered an extension of the shift and compensation will be one hour at time and half. Bargaining members agree to follow the rules and regulations regarding checking the day before the scheduled court appearance to determine if the case is still proceeding. Failure to check the day before and reporting for case that was postponed will result in the bargaining member not being compensated for the court appearance.

## **ARTICLE 23** **COMPENSATION**

**Section 1. Wage Increases.** Bargaining unit members' wage rates shall remain unchanged for the year 2014 as set forth in Appendix A.

For the year 2014, each full-time member of the bargaining unit shall receive a lump payment in the amount of one thousand two hundred-fifty dollars (\$1,250.00). Said payments shall be in lieu of any wage increase and shall be paid no later than the second full pay period after execution of the agreement.

For the year 2015, bargaining unit members' wages shall be increased by two percent (2%), as set forth in Appendix A.

For the year 2016, each full-time member of the bargaining unit shall receive a lump payment in the amount of one thousand two hundred-fifty dollars (\$1,250.00). Said payments shall be in lieu of any wage increase and shall be paid no later than the second full pay period after January 1, 2016.

**Section 2. TAC Officer.** Any dispatcher acting in the capacity of the TAC officer shall receive an incentive bonus pay of \$1,200 per year, paid out in two (2) payments of \$600.00. Any dispatcher acting in the capacity of the CO-TAC officer shall receive an incentive bonus pay of six hundred dollars (\$600.00) per year, paid out in two (2) payments of three hundred dollars (\$300.00).

**Section 3. Part-Time Dispatcher Compensation.** Newly hired part-time dispatchers shall be paid compensation at the part-time rate contained in Appendix A of the current Agreement.

**Section 4. Full-Time to Part-Time Compensation.** If a full-time employee goes to part-time status, he shall be compensated at one dollar (\$1.00) less per hour than his present step on the pay scale and require no additional probationary period. If he was not at the top step of the full-time pay scale at the time of the change to part-time status, his rate of pay will progress at the rate of one dollar (\$1.00) per hour less each step of the scale.

**Section 5. Part-Time to Full-Time Compensation.** If a part-time dispatcher moves to full-time status, after completing his initial probationary period, he shall be placed at the appropriate step in the full-time scale so that there is an increase and then progress through the steps according to his completed years of full-time service.

**ARTICLE 24**  
**INSURANCE**

**Section 1. Medical Insurance.** The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care and ancillary insurance.

**Section 2. Contribution Rates.** The Employer and its employees shall contribute the following monthly amounts for medical, hospitalization, vision, and dental coverage under its insurance plan.

	<b><u>Employer</u></b>	<b><u>Employee</u></b>	<b><u>Total Base Contribution</u></b>
Single Contribution	\$388.38	\$43.15	\$431.53
EE/Child(ren) Contribution	\$739.30	\$82.14	\$821.44
EE/Spouse Contribution	\$872.41	\$96.94	\$969.35
Family Contribution	\$1,129.27	\$125.48	\$1,254.75

**Section 3. Cost Increases/Decreases in Subsequent Plan Years.** In any given plan year, should the plan cost exceed the total base contribution amounts set forth above, the Employer shall contribute the first thirty dollars (\$30.00) of the increase and the employee shall contribute the next twenty dollars (\$20.00) of the increase, and the parties shall share any amount in excess of the initial fifty dollars (\$50.00) on a 60/40 basis with the Employer assuming sixty percent (60%) of the cost and the employee paying forty percent (40%) of the cost.

The total contribution and obligations for both the employee and Employer will be adjusted according to the actual costs resulting from the above formula for each successive plan year, and then utilized to establish the parties' obligations for subsequent years. If the costs for the plan are decreased in any given year, then the premium contribution shares of the Employer and employee will be reduced by the amount of the savings on a sixty percent (60%) Employer/forty percent (40%) employee basis until reaching the base contribution amounts listed above. If the costs are reduced below the original base figures above, the employee will be credited on a dollar for dollar basis with those savings, up to the maximum base employee contribution. Savings beyond that amount are attributed to the base Employer share.

**Section 4. Coverage Election/Participation.** Eligible employees may elect any available coverage (e.g., single, two-party, family, etc.) subject to the plan offerings. Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage.

Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

**Section 5. Insurance Committee.** The Union agrees that the Employer shall create and maintain an insurance committee for the purpose of controlling costs, reviewing usage, and setting benefit levels. The Union agrees to participate in the committee, if created. The committee shall be comprised of one (1) representative from each employee bargaining unit within the Township, one (1) representative for the non-bargaining unit employees, the Administrator/designee, and the Township Clerk/designee.

The insurance committee shall have the authority to make program coverage changes, benefit levels, and/or increases/decreases to employee contribution rates through coverage changes by majority vote. Decisions of the committee are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal.

**Section 6. Life Insurance.** The Township shall provide and maintain in force, by payment of the necessary premiums, life insurance in the amount of twenty-five thousand dollars (\$25,000.00) for all bargaining unit members.

**Section 7. Coverage Continuation.**

- A. Individual and family coverage terminates after the end of the month of the last day of work when an individual ceases to be an employee of the Township. When an individual ceases work because of a leave of absence, individual and family coverage terminates on the last day of the month which was last worked. A former employee has the privilege of continuing Medical Insurance coverage for the number of months prescribed by the COBRA law.
- B. If an employee ceases work because of layoff, the following provisions will be applicable to coverage under the benefit programs. Individual and family medical insurance will be continued during such layoff up to a maximum of six (6) months from the end of the month which was last worked. If a layoff employee has not returned to work at the end

of such period, individual and family medical coverage terminates subject to the "continuation" and "conversion" as described in A.

- C. If an employee ceases work because of a non-occupational disability, individual and family medical insurance will be continued during absence due to such disability up to a maximum of six (6) months from the end of the month which was last worked.
- D. If an employee ceases work because of an occupational disability, individual and family medical insurance will be continued during absence due to such disability up to a maximum of twelve (12) months from the end of the month which was last worked, but in no circumstance beyond the end of the month for which statutory compensation payments terminate.

**Section 8. Coverage Reinstatement.** If an employee returns to work following an absence on account of layoff, leave of absence, or disability during which coverage under the insurance programs shall have terminated, all coverages under the insurance programs will be reinstated on the date the employee returns to work.

**Section 9. Insurance Waiver.**

- A. Any member of the bargaining unit who elects to waive health and medical insurance coverage in its entirety (including dental and optical) as described in Section 1 for a twelve (12) month period will be awarded a bonus in an amount equal to fifty percent (50%) of the established premium under which the employee would have been or is covered by the employer. Employees must make such waiver request in writing prior to November 1 of the calendar year, and must provide proof of insurance to the employer before choosing to waive the employer's current policy. All bonuses shall be paid in June of the following calendar year following the waiver request.
- B. Newly-hired employees as of November 1, 1998, must make request for waiver of insurance within fifteen (15) days of hire, and will receive said bonus within ninety (90) days after insurance coverage is waived. The bonus of fifty percent (50%) will then be awarded and prorated, based upon the number of full months remaining in that year. Examples: 11 months = 11/12 of the annual bonus; 10 months = 5/6 of the annual bonus; 9 months = 3/4 of the annual bonus, etc.
- C. Existing and newly-hired employees must provide proof of insurance to the Employer before choosing to waive the Employer's current policy. If any employee who has exercised this option desires at a later date to return to the Employer's current coverage, such request shall be made in writing and in accordance with the requirements of the Employer's health and medical insurance provider/carrier. Upon choosing this option, the employee shall be required to produce evidence/documentation of ongoing health and medical care coverage. If requested by the health and medical insurance provider/carrier, the employee shall submit to a physical exam as a condition of re-entry. All other requirements for re-entry of the employee by the insurance provider/carrier shall apply.

**ARTICLE 25**  
**LONGEVITY**

**Section 1. Eligibility.** Effective January 1, 2009, bargaining unit members will receive longevity pay. Longevity pay is based upon years of continuous full-time service with Boardman Township. No bargaining unit member shall receive longevity pay until they have completed the required amount of continuous full-time service with the Employer.

**Section 2. Longevity Schedule.** Longevity pay shall be given to bargaining unit members in the form of an hourly supplement according to the following schedule:

<u>Years of Continuous Service with the Employer</u>	<u>Longevity Supplement</u>
After 5 years of completed service	\$.25
After 10 years of completed service	\$.30
After 15 years of completed service	\$.35
After 20 years of completed service	\$.40
After 25 years of completed service	\$.45

**ARTICLE 26**  
**RETIREMENT AND DISABILITY PENSIONS**

**Section 1.** The Township shall continue payments into the pension system (PERS) at the applicable rate, as set by the Administrators of the system and as required under state law.

**ARTICLE 27**  
**CLOTHING ALLOWANCE**

**Section 1. Full-Time Employees.** The Township, with the dispatcher's input, will select a professional looking wash and wear type uniform. The initial allocation shall consist of:

1. six (6) shirts, and
2. six (6) pants or six (6) skirts, and
3. one (1) vest or one (1) sweater

The Township agrees to replace worn items as needed. The Township will replace clothing due to size changes not more than once in any eighteen (18) month period. The Township agrees to pay for alterations as needed.

**Section 2. Part-Time Employees.** The Township will furnish and maintain an initial allocation of uniforms for part-time employees as follows:

1. three (3) shirts, and
2. three (3) pants or three (3) skirts, and
3. one (1) vest or one (1) sweater

The Township agrees to replace worn items as needed. The Township will replace clothing due to size changes not more than once in any eighteen (18) month period. The Township agrees to pay for alterations as needed.

## ARTICLE 28 TRAINING/TRAINING COMPENSATION

**Section 1. Schedule Adjustment.** The parties agree that the employer may adjust the bargaining unit members' hours of work for the purpose of compensating members for their travel and attendance at training sessions and in-service training classes. The employer agrees that no equalization of hours will exceed or conflict with the normal work periods, as defined by the current collective bargaining agreement.

**Section 2.** The Township and the bargaining unit members both recognize and agree that training may be necessary at times to keep the bargaining member proficient in their duties. The responsibility to keep current in training is a mutual responsibility that is shared equally by the Township and the Bargaining Unit members. Both parties agree to relay information regarding training that may be available to improve or enhance the job performance of the bargaining members. The Township agrees to review information regarding training issues and send individuals for training when appropriate. All training acquired by the bargaining member will be documented in their personnel files. Nothing in this agreement would prevent or discourage the individual bargaining member from obtaining appropriate training on their own.

**Section 3. Communications Training Officer.** The Township and the Association desire to encourage dispatchers to volunteer to participate as Communications Training Officers. However, nothing in this section shall be construed as limiting the Township's rights under Article 2.

Communications Training Officers (CTO) shall be assigned by the Chief of Police or designee to train and evaluate probationary dispatchers or dispatchers requiring re-entry or remedial training. While training a dispatcher, a CTO shall have two primary roles to fulfill: their regular duties and responsibilities as a dispatcher as well as the duty to train and evaluate the trainee dispatcher. Thus CTOs must satisfactorily maintain their knowledge of and proficiency in dispatch operations, complete any assigned training, instruct their trainees in the necessary knowledge and skills, and evaluate their trainees' progress and performance in accordance with the requirements of the CTO program as established by the Chief of Police, including required documentation.

Dispatchers entering the CTO training program agree to remain as CTOs for a minimum period of five (5) years, or the completed training of five (5) probationary dispatchers, whichever comes first. However, this requirement shall not preclude a dispatcher from volunteering to continue as a CTO beyond the minimum time period or minimum number of trainees.

CTOs shall be compensated at the rate of two (2) hours of additional pay or AT for each completed day of assigned training under the established requirements of the program. For purposes of this section, a "day" shall mean the CTO's normal work day, whether 8, 10, or 12 hours.

**Section 4.** Bargaining unit members who have five (5) years of Boardman Township dispatching time may receive a bonus check if the following conditions are completed each year:

Dispatchers who have five (5) years experience with Boardman Township as of December 31 of any year may apply for compensation in December of said year.

To qualify for the payment, the bargaining unit member must have attended sixteen (16) hours of department approved training on his own time each calendar year of the agreement to obtain compensation the next year. The bargaining unit member will obtain prior approval to attend training classes, and the township will pay the tuition cost for the training.

Dispatchers will be required to submit a department provided form that documents the date and time of the training they attended to the Chief of Police or his designee. The Chief will review and sign the form and forward this documentation to the Clerk's office for payment.

Compensation for Dispatchers who attended sixteen (16) hours of training in a calendar year shall receive \$450.00, payable by June 1 of the following calendar year.

Dispatchers will be covered by the Township workers compensation plan while attending approved training under this section.

**ARTICLE 29**  
**VACATIONS**

**Section 1. Eligibility.** It is the intent of the parties to supersede R.C. 9.44. Vacation eligibility is based on years of continuous full-time service with the Employer, and shall include credit for active military service undertaken after the onset of employment. Full-time employees are entitled to vacation leave after appointment and completion of one (1) year of continuous full-time service with the Employer.

**Section 2. Accrual.** Vacation accrual for full-time employees hired on or after September 1, 2009, shall be in accordance with the following schedule:

<b><u>Completed Years</u></b>	<b><u>Total Days</u></b>
Less than one (1) year	None
1-7 years	10 days
8-14 years	15 days
15-24 years	20 days
25 years or more	25 days

Vacation accrual for all full-time employees hired prior to September 1, 2009, shall be in accordance with the following schedule.

<u>Completed Years</u>	<u>Total Days</u>	<u>Completed Years</u>	<u>Total Days</u>
1	10	17	24
6	15	18	25
7	15	19	26
8	15	20	27
9	15	21	28
10	15	22	29
11	15	23	30
12	20	24	31
13	21	25	32
14	21	26	33
15	22	27	34
16	23	28	35

**Section 3. Vacation for Part-Time Employees.** For those part-time employees hired after October 22, 2008, eligibility for vacation benefits shall not commence until they have completed two (2) years of continuous service with the Employer. Those employees hired prior to October 22, 2008, shall continue to be eligible for vacation without regard to this minimum service threshold. Vacation compensation shall be pro-rated based upon the schedule provided in Section 1; that is, pro-rated based upon a part-time employee’s hours worked in the previous year.

**Section 4. Vacation Scheduling.** Bargaining unit members may take vacation leave to which they are entitled beginning with the first full pay period following the date they complete the required years of active service. All vacation requests, other than preferential weeks, shall be submitted to the Chief of Police or designee in writing or by email. Requests shall generally be granted or denied within seventy-two (72) hours of receipt. Approved vacations shall be promptly posted on the calendar in the Communications Center. Approved non-preferential vacation weeks cannot be changed less than thirty (30) days before the effective date of the monthly schedule.

**Section 5. Preferential Vacation Weeks.** There will be designated “preferential vacation weeks” equal to the number of full-time dispatchers. On the second Monday in December, all full-time dispatchers will meet to select their vacations for the following year. For the 1<sup>st</sup> year, all vacations will be selected solely by seniority, one week at a time. Thereafter, the first dispatcher to select a week shall rotate to the end of the seniority list for the selection of their “preferential vacation week.” The 2<sup>nd</sup> most senior dispatcher shall select 1<sup>st</sup>, then be rotated to last for the next year, while the senior dispatcher will move up to 2<sup>nd</sup> to last, and then 3<sup>rd</sup> to last. All remaining vacation selections shall be based upon seniority for each single week.

**Section 6. One Day Increments.** Vacation time may be used in one day increments based upon the following schedule. Requests for use of less than one (1) week of vacation shall be submitted at least forty-eight (48) hours in advance. Requests of less than forty-eight (48) hours may be

considered, provided that the shift can be covered without requiring a force out. The Chief or his designee shall respond promptly.

<u>Vacation Weeks</u>	<u>Number of weeks by days*</u>
2	2
3	2
4	3
5	4
6	5
7	6

\* Plus any days less than a week.

**Section 7. Non-Preferential Calendar Weeks.** Calendar weeks of vacation time requested by members of the bargaining unit shall be submitted to the Chief of Police or his designee. Requests by members for vacation weeks that coincide will be granted on the basis of seniority, if granting less than all such requests is necessary for the efficient and effective operation of the department as determined by the Chief of Police or his designee.

**Section 8. Denial of Vacations.** All vacation requests are subject to the operational needs of the Employer. However bargaining unit members shall generally be given the vacation times of their choice at any time when such scheduled vacations will not coincide with absences of other dispatchers on the same shift due to mandatory maternity or other leaves or the vacations of more senior dispatchers. The granting and denial shall not be done in an arbitrary and capricious manner.

**Section 9. Vacation Carry Over.** Bargaining unit members requesting to carry vacation over to a new year must submit by September 1 to the Township Trustees/designee, in writing, the request that includes the reason. The Township Trustees/designee agree to respond no later than seven (7) calendar days after the second regularly scheduled Trustee's meeting from the date of request. If said request is denied, it is incumbent upon the bargaining unit member to utilize the subject vacation time within the guidelines of the existing vacation policy and procedure.

**Section 10. Unused Vacation Time.** Unused accumulated vacation time prorated to the date of separation will be paid at the time of such separation to any member who leaves the employ of the dispatch center for any reason or is laid off. Unused accumulated vacation time will be paid to the surviving spouse or estate of any member who dies, prorated to the date of his death.

**Section 11. Vacation Pay.** Vacation pay will be computed at the appropriate rate earned by the member at the time vacation is actually taken.

### **ARTICLE 30** **HOLIDAYS**

**Section 1. Holidays.** All holidays provided to Township dispatchers are designated as paid holidays for all bargaining unit members. Members must complete six (6) months of full-time employment with Boardman Township to be eligible for holiday pay compensation. For the

purposes of this section, the following holidays shall be recognized as paid holidays by the Township:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

**Section 2. Holidays Rate of Pay for Part-Time Employees.** A part-time employee who is working on a holiday shall be paid for all hours worked at the rate of two (2) times the regular hourly base rate provided that they have completed six (6) months of employment with the Township.

**Section 3. Holiday Rate of Pay for Full-time Employees.** Holiday pay for those dispatchers working on a holiday shall be double time in addition to the regular holiday pay for all hours worked or scheduled on a holiday.

**Section 4. Holiday Work Hours.** The hours worked on a holiday are defined as the hours worked during the regularly scheduled shifts. Any force-outs prior to the start of the first shift (0600-1400) are not included in this section.

Example: Christmas holiday shifts are

12/25	0600-1400
12/25	0700-1500
12/25	1400-2200
12/25	1500-2300
12/25-26	2200-0600
12/25-26	2300-0700

**Section 5. Holidays During Vacation Period.** Members who are on vacation the week of a holiday will be docked four (4) vacation days and be paid for five (5) days.

## **ARTICLE 31** **SICK LEAVE**

**Section 1. Accrual.** All bargaining unit members shall earn sick leave at the rate of four and six-tenths (4.6) hours with pay for each eighty (80) hours of service. Unused sick leave shall be cumulative without limit.

**Section 2. Usage.** Sick leave shall be charged to a member on the basis of actual time (hour by hour) absent. Upon the approval of the Employer, sick leave shall be granted to members for absence from regularly scheduled hours of employment for the following reasons:

1. sickness, illness or injury of the member

2. pregnancy of a member
3. exposure to contagious disease which could be communicated to other persons.
4. sickness, illness, injury or death to a member of the immediate family.
5. doctor, dental, and other medical appointments and related treatment activities.

Once an employee reports off citing one of the approved uses of sick leave, vacation time may not be substituted for that sick leave at a later date.

**Section 3. Falsification of Sick Leave Records.** Any member who makes application for sick leave with intent to defraud by using sick leave for activities not reasonably consistent with the provisions of this article, falsifies any signed statement of a physician's or other professional's written certificate, or falsifies a requirement or procedure imposed by the sick leave provisions contained in this agreement, shall be subject to discipline.

1. First Offense: eight (8) work hours, or one (1) day, of suspension without pay.
2. Second Offense: twenty-four (24) work hours, or three (3) days, of suspension without pay.
3. Third Offense: forty (40) work hours, or one (1) week, of suspension without pay.
4. Fourth Offense: eighty (80) work hours, or two (2) weeks, of suspension without pay.
5. Fifth Offense: termination of employment.

For purposes of progressive discipline, progression occurs when a new offense occurs within three (3) years from when the last offense occurred.

**Section 4. Sick Leave Transfer.** Effective November 1, 2007, an employee who transfers to the Employer from another public agency shall not be credited with the unused balance of accumulated sick leave earned elsewhere.

**Section 5. Documentation.** A member who is absent for more than (5) consecutive work days due to an illness or injury may be required, at the discretion of the chief of police or his designee, to submit a physician's certificate to the Employer stating the member's inability to report for work for the specific dates of absence, identifying the date the member is medically cleared to return to work, and any restrictions on the member's ability to perform normal work duties. Failure to submit a physician's certificate when required may result in prohibition of the member's return to work, denial of sick leave benefits, and/or other disciplinary action.

**Section 6. Sick Leave Abuse/Pattern Usage.**

1. Any member who has used more than forty (40) work hours, or one (1) work week, of sick leave within a six (6) month period will be reminded in writing by the Chief of Police or his designee regarding the relevant provisions of this section. For purposes of this provision, the six month period will be defined as either the first thirteen (13) biweekly pay periods of the calendar year or the second thirteen (13) biweekly pay periods of the calendar year.

2. Any member who has used more than eighty (80) work hours, or two (2) workweeks, within a twelve (12) month period will be subject to a review of the member's sick leave use for that twelve (12) month period for indications of abuse/pattern use. For purposes of this provision, a twelve (12) month period will be defined as any two consecutive six (6) month periods as defined in paragraph 1.
3. If the total amount of sick leave used by the member within the twelve (12) month period exceeds either twelve (12) total unexcused absences, or ten (10) total unexcused absences when sixty percent (60%) or more were taken on the same day of the week, or in conjunction with holidays, vacation, or scheduled days off, then the member shall be afforded reasonable opportunity to provide documentation or other supporting evidence reasonably establishing that the use of sick leave was in accordance with the authorized uses contained in Section 2.
  - a. For purposes of this section, "unexcused absence" will be defined as a single occurrence of the use of sick leave for one or more consecutive days, for which no physician's certificate is provided.
  - b. In addition to physician's certificates, documentation or other supporting statements for physician services or medication for the member or member's family, and children's excuses for absence from school, provided they are consistent with the dates in question.

**Section 7. Employer Required Examination.** If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense.

Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed upon disability leave or disability separation, and the Union may grieve the reasonableness of the Employer's decision.

**Section 8. Separation Payments.** Unused accumulated sick leave shall be paid to a member or his designated beneficiaries or estate, upon death or retirement under PERS with ten (10) years of service with the Employer, in a sum equal to twenty-five percent (25%) of all unused accumulated sick leave hours. For those employees hired after November 1, 2007, the maximum payment under this section shall not exceed two hundred forty (240) hours.

## **ARTICLE 32** **INJURY ON DUTY LEAVE**

**Section 1. Purpose.** The intent and purpose of the injury leave policy herein is for the Township to assist employees with work-related injuries in obtaining the necessary maintenance and care during the short period of time following the work-related injury.

**Section 2. Amount.** All full-time members shall be entitled to ninety (90) working days of injury leave with salary continuation and benefits at 100% during every two-year period of employment for a service-connected injury or disability sustained during the performance of duties. Regular part-time employees shall be entitled to one-half (1/2) of the days worked in the ninety (90) days preceding an injury for injury leave with pay. However, in no case will the number of injury days meet or exceed the injury days granted to full-time employees.

**Section 3. Injury on Duty Leave.** When a bargaining unit employee is injured in the line of duty and is disabled from his current position of employment for more than seven (7) consecutive days as a result of the work-related injury, the employee may be eligible for Injured on Duty leave (IOD.)

When it is determined that an employee is eligible for IOD, that employee shall be paid for the rest of the work day on which he or she was injured and all work days going forward from the date of injury during the IOD period. When an employee is placed on IOD status, that employee's leave banks shall be credited for any time which may have been used between the time of injury and the time at which IOD is approved. In order for an employee to be eligible for IOD, he or she must adhere to all eligibility requirements in this Article. An employee on IOD shall adhere to any prescribed course of treatment, transitional work or light duty.

**Section 4. Eligibility Requirements.** To be eligible for IOD, the employee shall properly report the incident and furnish the Employer with a signed authorization to release medical information relevant to the claim.

The employee shall file a Workers' Compensation claim with the Ohio Bureau of Workers' Compensation and be approved for the receipt of benefits.

The employee shall seek treatment from a physician of the employee's choice and receive from that physician a medical opinion that the employee is disabled from employment in excess of seven (7) consecutive days as a result of the work-related injury. The physician must specify the injury and recommended treatment, opine as to the employee's inability to return to work as a result of the injury and provide an estimated return to work date.

The seven (7) day requirement shall be waived and injury on duty leave for an amount of time less than seven (7) days as a result of an injury received in the line of duty while working for the Township shall be permitted under the following circumstances:

1. The employee must seek immediate medical treatment; and
2. If the information provided by the employee's treating physician establishes that the injury would otherwise qualify for IOD but for the duration that the employee is disabled from employment.

**Section 5. Request Procedure.** All requests for the use of injury leave shall be made to the Employer and/or his designee. Requests for extending this ninety (90) day injury leave period, due to extenuating medical circumstances, may be made by the injured employee or his/her designee upon written request to the Employer/designee, and must indicate the length of the

extension requested and supporting rationale. Nothing in this contract provision shall prohibit the injured employee the right to present related medical information to support a request for extension of the ninety (90) day injury leave period.

**Section 6. Workers' Compensation.** Nothing in this contract provision shall be construed to impair, prohibit or discourage the right of an employee to file a workers' compensation claim under the laws of Ohio.

Any additional claims in a two-year period will be based on the date of injury of the first claim. Each claim shall be reviewed by the Employer/designee who may grant an exception to this article and permit an additional claim in a two (2) year period.

**Section 7. Transitional Work/Light Duty Program.** The Transitional Work Program will be used to direct the work of all employees injured during the course and scope of employment and whose work restrictions are a direct result of the occupational injury. When an employee is released to return to work with restrictions, the employee, prior to starting work, shall present the Employer with the medical return to work notice that indicates the employee can return to work under restricted function, commonly known as "light duty."

The Employer will correspond with the medical provider issuing the notice to determine the employee's limits as far as the essential functions of the transitional work that may be assigned to the employee. If the employee requesting transitional duty was not injured in a work-related accident, the employee will be required to provide adequate medical documentation to support the return to work or sign a medical release to enable the Employer to obtain medical records from the employee's treating physician related to the injury/medical condition.

The Employer will reasonably determine if the employee is eligible for assignment to the Transitional Work Program. The Employer will assign the employee approved for transitional work to an assignment for a period not to exceed sixty (60) calendar days. The transitional work assignments will be at the discretion of the Employer, but shall be reasonably related to the employee's job description and function as a dispatcher. Transitional work assignments are not permanent jobs and will not be construed as new positions or vacancies.

At the end of sixty (60) calendar days, the Employer and the employee's medical provider will make a decision as to the employee's ability to return to his or her regular assignment. It will be the expectation of the Employer that all employees will make the transition into their regular assignments within sixty (60) calendar days. If the employee cannot perform regular assignments at the end of the sixty (60) calendar day limit, the Employer may extend the transitional assignment for a period of ten (10) more working days. An employee that was injured in a work-related incident will not be eligible to return to IOD status at the expiration of his or her Transitional Duty.

**Section 8.** When receiving Worker's Compensation, it is understood that there is no vacation or sick leave earned. Employees away from work without pay for reasons of suspension, voluntary leave of absence or any other absences without pay shall not accumulate vacation credit during said period of absence towards the following year's vacation entitlement. Absences of less than

three (3) months or falling under FMLA within a calendar year shall not be applicable to this provision.

**Section 9. Medical Review by Employer's Physician.** The Employer reserves the right to require the employee to have a medical examination by a physician selected by and paid for by the Employer at any time after the employee has been absent from work for more than fifteen (15) days as a result of an injury on duty. The Employer may thereafter review the employee's status every thirty (30) days.

**Section 10. Health Care Coverage.** An employee's health care coverage shall remain in effect during the period that he is receiving IOD benefits. If an employee is on Worker's Compensation status, health care coverage shall remain in effect for a period of one (1) year, with the employee required to pay his share of the premiums.

**Section 11. Denial of Claim/Reimbursement.** If, for any reason, the employee's claim is finally disallowed by the Ohio Bureau of Workers' Compensation, IOD leave shall terminate. Any continued absence shall be governed by provisions of this Agreement governing sick leave, vacation and/or personal days. If the claim is subsequently allowed by an appellate court, any paid leave (e.g., sick, vacation, personal leave) taken by the employee shall be credited with said leave time and the time off shall be converted to IOD leave.

**Section 12. Additional Claims.** Any additional claims in a two (2) year period will be based on the date of injury of the first claim. Each claim shall be reviewed by the Chief of Police who may grant an exception to this article and permit an additional claim in a two (2) year period.

**Section 13. Concurrent FML/Exhaustion of IOD Benefits.** In accordance with the Employer's policy, Family and Medical Leave time is run concurrently with all paid time, including IOD benefits, used for a qualifying condition. An employee that has exhausted IOD leave shall take his accrued sick, vacation, and personal leave prior to receiving unpaid Family and Medical Leave or unpaid leave of absence. Any request for unpaid Family and Medical Leave or unpaid leave of absence shall be in writing.

### **ARTICLE 33** **JURY DUTY LEAVE**

**Section 1.** A member serving upon a jury or subpoenaed to be a witness in any court of law will be paid his regular wages for each workday served, less whatever amount such member may otherwise receive as compensation for jury duty or witness duty. Time so served shall be deemed active and continuous service for all purposes.

**Section 2.** Employees will keep the Chief or his designee apprised of their daily status. An employee shall not be required to work more than eight (8) hours of any combination of jury duty and work in a day. The bargaining unit member will report to work those days they are excused from jury duty. Employees scheduled for jury duty shall be scheduled for the daytime shift in the dispatcher center.

**ARTICLE 34**  
**MILITARY LEAVE**

**Section 1.** All bargaining unit members so entitled shall be granted military leave and afforded return to work rights and benefits in accordance with applicable state and federal law.

**Section 2.** However, to the extent not provided by law, the parties agree that an employee on military leave without pay shall continue to accrue seniority and if the member requests reinstatement within thirty one (31) days of his discharge from military service, the Township shall reinstate the member at the same rank as when he left (with full credit for prior seniority.) The Township may require the member to establish that his physical and mental conditions have not been impaired, so as to render him incompetent to perform the duties of his position.

**ARTICLE 35**  
**PREGNANCY LEAVE**

**Section 1.** A dispatcher, who is pregnant or adopting a child less than one (1) year of age, shall be granted a leave of absence without pay for a period not to exceed three (3) months upon request by the member in writing. If the member is pregnant, such leave need not be taken until condition interferes with the regular and satisfactory performance of her duties, or in the case of adoption, until obtaining custody. The Township may require a statement from the member's doctor that her condition will not interfere with the regular and satisfactory performance of her duties. During pregnancy leave, a member will continue to accrue seniority, and may continue to participate in the insurance benefits provided herein. Upon returning from pregnancy leave, the member shall be reinstated to her former position with full seniority. No vacation or sick time shall be earned while on unpaid status.

**ARTICLE 36**  
**BEREAVEMENT LEAVE**

**Section 1.** In the case of the death of a member of the employee's immediate family, an employee will receive three (3) consecutive working days off, deducted from the employee's sick leave balance, and one (1) of which must include the day of the funeral. Additional day(s) may be granted under the same conditions, with the approval of the Employer.

**Section 2. Immediate Family Defined.** Immediate family is defined as the employee's spouse, child, step-child, parent, step-parent, parent-in-law, sibling, half-sibling, sibling-in-law, aunt, uncle, grandparent, and grandchild.

**ARTICLE 37**  
**LEAVE WITHOUT PAY**

**Section 1.** A member, who is unable to work due to sickness, injury or illness, who has exhausted all available leave, shall be granted leave without pay for up to one (1) year, if requested by the

member in writing. Any member granted leave as set forth herein without pay shall be reinstated at his former position without loss of seniority, accrued to the date leave without pay was taken, if physically and mentally competent to perform his duties.

**ARTICLE 38**  
**FAMILY MEDICAL LEAVE ACT (FMLA)**

**Section 1.** The parties agree to be bound by the provisions of the Family and Medical Leave Act (FMLA) of 1993. An employee may elect to utilize paid or unpaid leave during an FMLA period.

**ARTICLE 39**  
**ATTENDANCE INCENTIVE**

**Section 1.** Each member subject to this Agreement shall be paid in first pays in January, April, July and October. The parties agree that members shall receive their hourly rate of pay at time and one-half (1-1/2) for the remainder of the Agreement. Quarterly incentive awards for work attendance as follows:

Perfect Attendance = Perfect Attendance/No sick days as defined in Article 31 and in accordance with Section 2.

Perfect attendance incentives shall be paid at six (6) times the members hourly rate at one and one-half (1-1/2) times or one hundred fifty dollars (\$150.00) whichever is greater for perfect attendance.

Periods of attendance are to be: January – March, April – June, July – September, October - December.

**Section 2.** Employees absent from work due to vacation, holiday, bereavement leave, military leave, attendance at seminars, training functions or other duty-related absences from normal work schedules shall not be considered as absent from work for the purpose of this benefit. Employees absent from work after the day of a duty related injury who are on I.O.D. or Workman's Compensation will not be eligible for the Attendance Incentive as listed in this article.

**ARTICLE 40**  
**ATTENDANCE INCENTIVE PROGRAM**

**Section 1. Vacation Sell-Back.** Any full-time employee who, after completion of six (6) years of service maintains at least the following percentage of his earned sick leave, shall be eligible to sell back vacation as follows:

- Six (6) but less than twelve (12) years of service: Employee maintaining eighty percent (80%) of his earned sick leave may sell back one (1) week of vacation;
- Twelve (12) but less than nineteen (19) years of service: Employee maintaining seventy-eight (78%) of his earned sick leave may sell back two (2) weeks of vacation;

- Nineteen (19) but less than twenty-three (23) years of service: Employee maintaining seventy-four percent (74%) of his earned sick leave may sell back four (4) weeks of vacation; and,
- Twenty-three (23) or more years of service: Employee maintaining seventy percent (70%) of his earned sick leave may sell back five (5) weeks of vacation.

**Section 2. Sick Leave Sell-Back.** In addition to the program above, an employee with twenty-three (23) or more years of service maintaining seventy percent (70%) of his earned sick leave may elect to sell back one hundred twenty (120) hours of sick leave earned during the previous year for a three (3) year period. The maximum sell back of sick leave shall not exceed three hundred sixty (360) hours, and an employee electing this option shall not be eligible for the sick leave conversion payment in Article 31, Section 8.

**Section 3. Procedure.** If the employee is eligible, he shall notify the Employer by December 1 of each year as to how much vacation and/or sick leave, if any, he desires to sell back. The vacation and/or sick leave sold back to the Employer shall be that which is earned during the previous year and paid to the employee by January 30 of the following year.

**Section 4.** Any full-time employee, who during his career was off on sick leave due to an extended illness or injury, may make a request to the Administrator to not consider sick leave time used for those purposes against his percentage of earned sick leave, for the purposes of Sections 1 and 2. It is within the Administrator's sole discretion as to whether or not to grant such a waiver. The Employer agrees that sick leave used during a period of FMLA shall not count against the percentage of accrued sick leave necessary for eligibility.

## **ARTICLE 41** **PART-TIME WORK FORCE**

**Section 1. Part-Time Dispatchers.** The Township may hire and subsequently schedule part-time dispatchers to be utilized for the efficient and effective operations of the Police Department and Dispatch Center, as determined by the Chief of Police or his designee. Part-time employees shall not work more than 1,500 hours in a calendar year, except as provided for in section 3.

**Section 2. Conditions of Employment.** All provisions relating to the conditions of employment of part-time dispatchers, economic, non-economic or otherwise, are contained in this article in their entirety. No other provisions regarding conditions of employment for part-time employees are applicable unless provided in this article herein and/or mutually agreed to between the Union and the Township through a re-opening of the Agreement.

**Section 3. Full-Time to Part-Time Ratio.** The maximum ratio of full-time to part-time dispatchers shall be seven (7) full-time to six (6) part-time dispatchers. This ratio shall be increased on a one (1) to one (1) basis should the Employer employ more than seven (7) full-time dispatchers (e.g., if there are eight (8) full-time dispatchers on staff, then seven (7) part-time dispatchers will be permitted). If the number of full-timers drops below seven (7), the Township

will hire an additional full-time dispatcher within a reasonable time. No part-time employees shall lose their jobs during the search for a full-time dispatcher.

**Section 4. Maximum Hours of Work.** Employees hired in a part-time capacity shall not be permitted to exceed 1,500 hours of work during any calendar year. By mutual agreement between the Employer and the Union, a part-time employee may exceed the 1,500 hour threshold without becoming a full-time employee.

**Section 5. Availability.** Part-time employees must be available to work as needed for the effective and efficient operation of the Police Department. This includes both regularly scheduled hours and callouts. Employees who fail to work at least forty (40) hours in any ninety (90) day period without prior approval of the Chief of Police or designee are subject to immediate termination. Employees that fail to make themselves available for scheduling or call out in such a manner that inhibits the effective and efficient operation of the Police Department shall be subject to discipline.

#### **ARTICLE 42** **MISCELLANEOUS**

**Section 1. Long Distance Telephone Calls.** The Township agrees to pay for all long distance telephone calls employees are required to make in the performance of their assignments.

**Section 2. Matron Duties.** Dispatchers shall not perform matron duties.

**Section 3. Use of Vehicles.** The Township will provide either a township vehicle or reimburse the employee for mileage, based upon the present Township rate, for any training or court appearances on behalf of or approved by the Chief or his designee, outside of Mahoning County.

#### **ARTICLE 43** **DURATION**

**Section 1.** This Agreement shall be effective as of January 1, 2014, and shall continue in full force and effect until December 31, 2016.

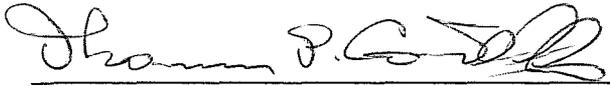
**SIGNATURE PAGE**

Signed and dated at Boardman, Ohio, on this 14<sup>th</sup> day of May, 2014.

**For the Boardman Township  
Board of Trustees**



Brad Calhoun, Trustee



Tom Costello, Trustee



Larry Moliterno, Trustee



Jason Loree, Township Administrator

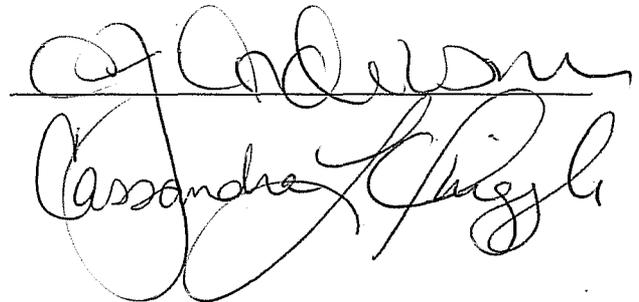


Robin L. Bell, Chief Negotiator  
Clemans, Nelson & Associates, Inc.

**For the Ohio Patrolmen's Benevolent  
Association (OPBA)**



Jeff Perry, OPBA Business Agent



**APPENDIX A**  
**WAGE SCHEDULE**

The following wage rates will be in effect in 2014 for those employees hired after January 1, 2012:

<b><u>Classification-FT Dispatcher</u></b>	<b><u>Hourly Rate</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Annual Salary</u></b>
Entry	\$11.23	\$898.40	\$23,358.40
Completion of Training	\$11.98	\$958.40	\$24,918.40
After 1 year of full-time service	\$12.73	\$1,018.40	\$26,478.40
After 18 months of full-time service	\$13.48	\$1,078.40	\$28,038.40
After 24 months of full-time service	\$14.23	\$1,138.40	\$29,598.40
After 30 months of full-time service	\$14.98	\$1,198.40	\$31,158.40
After 5 years of full-time service	\$15.73	\$1,258.40	\$32,718.40
After 6 years of full-time service	\$16.48	\$1,318.40	\$34,278.40
After 7 years of full-time service	\$17.23	\$1,378.40	\$35,838.40
After 8 years of full-time service	\$17.98	\$1,438.40	\$37,398.40
After 9 years of full-time service	\$19.73	\$1,578.40	\$41,038.40
After 10 years of full-time service	\$20.48	\$1,638.40	\$42,598.40
<b><u>Classification-PT Dispatcher</u></b>	<b><u>Hourly Rate</u></b>		
Entry	\$10.23		
Completion of Probation	\$10.85		

**APPENDIX A**  
**WAGE SCHEDULE**  
(Continued)

The following wage rates will be in effect in 2014 for those employees hired on or prior to January 1, 2012:

**Effective in 2014**

<b><u>Classification-FT Dispatcher</u></b>	<b><u>Hourly Rate</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Annual Salary</u></b>
Entry	\$14.89	\$1,191.20	\$30,971.20
Completion of Probation	\$15.43	\$1,234.40	\$32,094.40
After 1 year of full-time service	\$17.39	\$1,391.20	\$36,171.20
After 2 years of full-time service	\$18.12	\$1,449.60	\$37,689.60
After 3 years of full-time service	\$19.24	\$1,539.20	\$40,019.20
After 4 years of full-time service	\$20.48	\$1,638.40	\$42,598.40

<b><u>Classification-PT Dispatcher</u></b>	<b><u>Hourly Rate</u></b>		
Entry	\$13.89		
Completion of Probation	\$14.43		

**APPENDIX A**  
**WAGE SCHEDULE**  
(Continued)

The following wage rates will be in effect January 1, 2015, for those employees hired after January 1, 2012:

**January 1, 2015**

<b><u>Classification-FT Dispatcher</u></b>	<b><u>Hourly Rate</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Annual Salary</u></b>
Entry	\$11.45	\$916.37	\$23,825.57
Completion of Training	\$12.22	\$977.57	\$25,416.77
After 1 year of full-time service	\$12.98	\$1,038.77	\$27,007.97
After 18 months of full-time service	\$13.75	\$1,099.97	\$28,599.17
After 24 months of full-time service	\$14.51	\$1,161.17	\$30,190.37
After 30 months of full-time service	\$15.28	\$1,222.37	\$31,781.57
After 5 years of full-time service	\$16.04	\$1,283.57	\$33,372.77
After 6 years of full-time service	\$16.81	\$1,344.77	\$34,963.97
After 7 years of full-time service	\$17.57	\$1,405.97	\$36,555.17
After 8 years of full-time service	\$18.34	\$1,467.17	\$38,146.37
After 9 years of full-time service	\$20.12	\$1,609.97	\$41,859.17
After 10 years of full-time service	\$20.89	\$1,671.17	\$43,450.37

<b><u>Classification-PT Dispatcher</u></b>	<b><u>Hourly Rate</u></b>		
Entry	\$10.23		
Completion of Probation	\$10.85		

**APPENDIX A**  
**WAGE SCHEDULE**  
(Continued)

The following wage rates will be in effect January 1, 2015 for those employees hired on or prior to January 1, 2012:

<b><u>Classification-FT Dispatcher</u></b>	<b><u>Hourly Rate</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Annual Salary</u></b>
Entry	\$15.19	\$1,215.02	\$31,590.62
Completion of Probation	\$15.74	\$1,259.09	\$32,736.29
After 1 year of full-time service	\$17.74	\$1,419.02	\$36,894.62
After 2 years of full-time service	\$18.48	\$1,478.59	\$38,443.39
After 3 years of full-time service	\$19.62	\$1,569.98	\$40,819.58
After 4 years of full-time service	\$20.89	\$1,671.17	\$43,450.37

<b><u>Classification-PT Dispatcher</u></b>	<b><u>Hourly Rate</u></b>		
Entry	\$13.89		
Completion of Probation	\$14.43		

**APPENDIX B**  
**IOD/WORKERS' COMPENSATION PROVIDERS**

Note: The attached list represents the Employer's list of approved providers for IOD. Generally this list will be reviewed, finalized, and updated in January of each year. Other modifications and adjustments to the list may occur during the course of the year at the discretion of the Employer. Physicians not on the approved list will be considered on a case-by-case basis. Anyone requesting a physician not on the list must contact the Union so that the request can be forwarded to the Employer for consideration.

(Note: Actual IOD Provider List will be inserted into the Agreement as an Appendix behind the above Cover Page.)

**SIDE LETTER #1**  
**PRIOR SERVICE CREDIT/VACATIONS**

The parties agree that bargaining unit members hired prior to January 1, 2009, shall continue to have their previous governmental service, including active military service, counted towards their vacation service credit.

**SIDE LETTER #2**  
**TAC OFFICER POSITION/ASSIGNMENT**

**Section 1. Opt-out/Notification.** The parties agree that any employee voluntarily serving as or assigned to serve as TAC Officer or Assistant TAC Officer shall have the ability to opt out of such assignment after serving for five (5) years in that capacity. In order to exercise the option, the employee serving in that capacity shall provide the Employer with a minimum of six (6) months notice of his intent to do so.

**Section 2. Posting.** In the event that the notice is given of an employee's intent to opt out of the TAC officer position, the Employer will post the opportunity to assume those duties for a reasonable period of time. The posting will indicate the length of time that employees interested in assuming the TAC officer position have to sign up for the position.

**Section 3. Evaluation of Applicants/Award.** The Employer will evaluate those persons indicating a desire to assume the TAC officer responsibilities and select the individual that it feels is best capable of performing those duties. The person selected as TAC officer shall not be eligible for the TAC officer supplemental pay under this Agreement until such time as he completes any required training/certification for those duties and formally assumes the role of TAC officer.

**Section 4. Involuntary Assignment to TAC Officer Position.** In the event that no bargaining unit member applies to function as the TAC officer during the posting period, the Employer shall involuntarily assign the least senior, non-probationary full-time member to serve as TAC officer. That member shall have the ability to opt out of the assignment in accordance with the opt out provision contained in section 1.

**SIDE LETTER #3**  
**COMPENSATORY TIME ADMINISTRATION**

In the event that the practice of allowing compensatory time is discontinued, the Employer agrees that it will reinstitute the practice after a thirty (30) day period. During this time the parties agree to meet and discuss ways to improve the administration of compensatory time with the goal of mutually avoiding future suspensions of this benefit.

**SIDE LETTER #4**  
**DISCIPLINARY RECORDS RETENTION SCHEDULE**

The parties agree that they shall jointly petition the Township Records Commission to adopt a personnel records retention schedule that conforms with the parties' negotiated language regarding active discipline.

**SIDE LETTER #5**  
**ATTENDANCE INCENTIVE CRITERIA WAIVER**

**Section 1.** The parties agree that all members of the bargaining unit as of January 1, 2009, shall have the eligibility criteria for participation in the attendance incentive program in Article 40 measured from that date forward.

**Section 2.** Members maintaining the applicable required balance for accrued sick leave from January 1, 2009, shall be eligible for participation under the terms of the contract.