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**LABOR AGREEMENT**

**BETWEEN**

**HINCKLEY TOWNSHIP,  
MEDINA COUNTY**

**AND**

**OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION  
(Full-Time Sergeants)**

**January 1, 2014 – December 31, 2016**

*Passed 7/14/14*  
*Effective 7/15/14*

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**ARTICLE 1**  
**AGREEMENT**

**Section 1** This document is a contractual agreement ("Agreement") entered into this 1<sup>st</sup> day of January, 2014 between Hinckley Township, Medina County, as Employer ("the Township"), subject to approval by the Township Board of Trustees, and the Ohio Patrolmen's Benevolent Association ("the Union"), to establish the bargaining unit members' wages, hours, terms and conditions of employment.

**Section 2** The wages, hours, terms and conditions of employment in this Agreement shall supersede any conflicting provision of Ohio law to the extent permitted by law.

**Section 3** If any part of this Agreement is rendered illegal by state or federal legislation or by a court of competent jurisdiction, it shall be considered void, but the remainder of the Agreement shall remain effective.

**ARTICLE 2**  
**RECOGNITION**

**Section 1** The Township recognizes the Union as the exclusive certified bargaining representative of all full time sergeants (SERB Case No. 2010-REP-09-0143, Full Time Sergeants). The Union's status as exclusive representative relieves the Township of any obligations to allow the participation of any bargaining unit member's private attorney or private representative in any matter concerning negotiations or the grievance procedures.

**Section 2** The Union agrees to represent all bargaining unit members fairly and equally. Any one of the Union's designated representatives shall be deemed equally qualified and capable of representing a bargaining unit member.

**Section 3** The Township's recognition of the classification of employees in this Article as a bargaining unit does not limit the Township's right to add or eliminate bargaining unit positions or to add duties to those positions.

**Section 4** If a disagreement arises between the Township and the Union as to whether a position belongs in the bargaining unit, the parties will discuss the issue. If the parties are unable to reach agreement on the issue, they shall file a petition with SERB requesting a unit clarification determination. This Section establishes mutual consent under O.A.C. Section 4117.5-01.

### **ARTICLE 3**

#### **UNION REPRESENTATION**

**Section 1** One (1) designated representative shall be recognized by the Employer as O.P.B.A. representatives in accordance with this Agreement upon receipt of a letter so identifying them and signed by the O.P.B.A.

**Section 2** The O.P.B.A. representative who is on duty working his normal shift shall be allowed reasonable time off without loss of pay to accompany a bargaining unit member to a hearing where the member has a right to a Union representative provided that exigent circumstances do not require that the representative remain on duty. The O.P.B.A. representative that comes into work or works outside of his normal scheduled hours to handle Union matters or to represent a bargaining unit member does so voluntarily without pay or overtime.

**Section 3** Members of the negotiating committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Township if held during a member's regular hours without loss of pay. The negotiation teams for each party shall not exceed four (4) plus a professional representative.

**Section 4** The employer shall make available to each member of the bargaining unit with a copy of the agreement. Employees may use the Township Police Department copier to make copies of the union contract and other union documents as reasonably necessary.

### **ARTICLE 4**

#### **DUES DEDUCTION**

**Section 1** Subject to the provisions below, the Employer agrees to deduct O.P.B.A. initiation fees and membership dues for the bargaining unit upon the successful completion of their individual field training officer periods.

**Section 2** The Employer agrees to deduct regular O.P.B.A. membership dues once each month from the pay of an employee in the bargaining unit eligible for membership upon receiving authorization signed individually and voluntarily by the employee. The signed payroll deduction form provided by the O.P.B.A. must be presented to the Employer by the employees. Upon receipt of the authorization, the Employer will deduct O.P.B.A. dues from the payroll check for the next pay period in which the authorization was received by the Employer.

**Section 3** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, regarding the deduction of O.P.B.A. dues. The O.P.B.A. agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from the deductions made by the Employer pursuant to this Article. Once the funds are remitted to the O.P.B.A., their disposition thereafter shall be the sole and exclusive obligation and responsibility of the O.P.B.A.

**Section 4** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: 1) termination of employment; 2) transfer to another job other than one covered by the bargaining unit; 3) layoff from work; 4) unpaid leave of absence; 5) revocation of the check-off authorization in accordance with the terms of this Agreement and applicable state and federal laws; or 6) resignation by the employee from the O.P.B.A.

**Section 5** The parties agree that neither the employees nor the O.P.B.A. shall have a claim against the Employer for errors in the processing of deductions. If it is found an error was made, it will be corrected at the next pay period that the O.P.B.A. dues deduction would normally be made by deducting the proper amount.

**Section 6** The rate at which dues are to be deducted shall be certified to the Employer by an authorized officer of the O.P.B.A. during January of each year. One (1) month advance notice must be given to the Employer prior to making any changes in an individual's dues deductions.

**Section 7** Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

## **ARTICLE 5 EMPLOYEE RIGHTS**

**Section 1** A member has the right to the presence and advice of a union representative and/or a private attorney at all pre-disciplinary hearings and/or disciplinary interrogations. The unavailability of a union representative or a private attorney, within forty eight (48) hours however, is not grounds to postpone or reschedule a pre-disciplinary hearing or disciplinary interrogation.

**Section 2** A member shall have the right, upon request, to review any and all of his personnel files. Requests for copies of items included in the file shall be honored within a reasonable period of time.

**Section 3** Citizen complaints against a member that are reduced to writing shall be provided to the member. This includes anonymous complaints.

**Section 4** Whenever a member receives any written disciplinary action that will appear in his file, the member shall be provided a copy of it.

**Section 5** Upon completion of the investigation of a complaint against a member, the member shall be notified in writing.

**Section 6** Questioning or interviewing a member in the course of an internal or external investigation will be conducted in hours reasonably related to the member's shift, unless operational necessities require otherwise. The interrogation sessions shall be for a reasonable period of time and shall allow the member periodic rest periods for a refreshment and snack and a bathroom break.

## **ARTICLE 6** **NONDISCRIMINATION**

**Section 1** Neither the Employer nor the Union shall discriminate against any bargaining unit member on the basis of age, sex, race, color, creed, national origin, disability or handicap. The Union shall share equally with the Employer the responsibility for applying this Article to the Agreement.

**Section 2** All reference to members in the Agreement designated both sexes, and whenever the male gender is used, it shall be construed to include male and female members.

**Section 3** The Employer agrees not to interfere with the rights of bargaining unit members to become members of the Union and the Employer shall not discriminate, interfere restrain or coerce any member because of Union membership or because of any legal activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement or otherwise constitute unreasonable or disrespectful behavior. The Union shall have the right to solicit membership of all newly hired full time employees in a lawful manner.

**Section 4** The Union agrees not to interfere with the rights of members to refrain or resign from membership in the Union and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

**ARTICLE 7**  
**NO STRIKES**

**Section 1** The Union and its members agree that they will not engage in, initiate, authorize, sanction, ratify, sympathize, support or participate in any strike or concerted activity affecting the Township, including blue flu, slowdowns, protests over safety or refusals to perform assignments. The Union shall promptly take all possible actions to prevent and to end any such concerted activity. Bargaining unit members engaging in a strike as defined herein may be disciplined up to, and including, discharge.

**Section 2** The employer shall not lock out members.

**ARTICLE 8**  
**TOTAL INTEGRATION**

**Section 1** This Agreement represents the entire scope of the parties' negotiated agreement with respect to wages, hours, terms and conditions of employment. This agreement supersedes and nullifies prior, existing, or contemporaneous oral or written agreements, understandings, or practices between parties.

**ARTICLE 9**  
**WAIVER OF NEGOTIATIONS**

**Section 1** The Union acknowledges that it had the unlimited opportunity to negotiate with respect to any legal subject of bargaining. The Union therefore waives the right to bargain over any legal subject of bargaining during the life of this Agreement. Nothing in this Article prevents the parties from mutually agreeing to bargain over issues.

**ARTICLE 10**  
**MANAGEMENT RIGHTS**

**Section 1** The Union recognizes the Township as the body of authority solely vested with the right to run the Township Departments. The Township shall have the right to take any action it considers necessary and proper to effectuate any management policy, express or implied. Nothing in this Article shall be construed to restrict or to limit any management authority.

**Section 2** Except as limited by the express terms of this Agreement, the Township's management rights include, but are not limited to, the right:

To manage and direct, including the right to hire, select, train, promote, transfer, assign, evaluate, restrain, layoff, and recall employees; to discipline employees for just cause; to manage and determine the location, type and number of physical facilities, type of equipment, programs and the work to be performed; to subcontract services for cause; to determine the department's goals, objectives, programs and services, and to utilize personnel in a manner determined by the Township to effectively and efficiently meet those purposes; to determine the size and composition of the work force and each department's organizational structure; to introduce technology and other modern methods; to promulgate and enforce work rules, policies and procedures; to determine the hours of work and work schedules; to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained; to determine overtime, the amount of overtime required and to assign mandatory overtime for cause; to determine each department's budget and uses thereof; to maintain the security of records and other pertinent information; and to exercise all management rights outlined in O.R.C. 4117.08 (C) (1) – (9).

**Section 3** The Township reserves to itself all other management rights not expressly listed in this agreement.

## **ARTICLE 11** **PROBATION**

**Section 1** Newly hired employees, that is, those not promoted from the rank of Patrol Officer, must complete an eighteen (18) month probationary period.

**Section 2** Newly hired probationary employees shall be employed at the Township's discretion until the completion of their probationary period. A newly hired probationary employee's seniority is calculated from his original date of hire after he successfully completes his probationary period.

**Section 3** Newly hired probationary employees may be dismissed for any reason and at any time prior to the completion of the probationary periods and such action shall not be grievable under the terms of this Agreement or otherwise subject to challenge before the State Employment Relations Board or under any legal or other dispute resolution procedure.

**ARTICLE 12**  
**SENIORITY**

**Section 1** Seniority for the purpose of layoff or promotion shall be defined as an employee's uninterrupted length of continuous full-time employment with the Township Police Department. Seniority for the purpose of vacation selection shall be defined as uninterrupted continuous full-time service with the Township. A probationary member shall have no seniority until he satisfactorily completes the probationary period. After the probationary period is completed, the probationary time will be added to his total length of continuous service.

**Section 2** An employee's seniority and his employment shall be terminated when one (1) or more of the following occur:

- a. Discharge;
- b. Resignation;
- c. Layoff for a period exceeding eighteen (18);
- d. Retirement;
- e. Unexcused failure to report to work for 3 or more working days;
- f. Inability to return to work upon exhaustion of paid leave and FMLA leave;
- g. Failure to report to work within ten (10) working days from the date the Township sends the employee a recall notice by regular and certified mail.

**Section 3** If two (2) or more employees are hired or appointed on the same date, seniority shall be determined by the date of their employment application. If a tiebreaker is still necessary, a coin flip shall determine the greater seniority between the two employees.

**ARTICLE 13**  
**VACANCIES**

**Section 1** A vacancy in the position of Sergeant , should the Township decide to fill it on a permanent basis, shall be filled in accordance with Article 15. A job opening on a shift is not a vacancy.

**ARTICLE 14**  
**TRANSFERS AND ASSIGNMENTS**

**Section 1** The Chief determines all transfers. Transferred employees shall be paid the rate of the transferred position, but no less than their old rate of pay.

**Section 2** An assignment is an order to perform work, including temporary assignments to another shift. The Chief determines all assignments. A temporary assignment to a vacancy is not considered filling a vacancy.

**ARTICLE 15**  
**PROMOTIONS AND OUTSIDE APPOINTMENTS**

**Section 1** A promotion is a proposed appointment from a patrol officer position to a sergeant position. The Chief in his or her sole discretion shall decide all promotions. A temporary assignment of patrolman to a sergeant's classification is not a promotion.

**Section 2** Factors the Chief will consider in promotion of a patrol officer include:

- (1) Length of the patrol officer's continuous service with the department;
- (2) Overall experience of the patrol officer in law enforcement, including prior work experience in a similar position in another department or a law enforcement agency;
- (3) Knowledge, training, ability, skills, attitude, and efficiency;
- (4) Attendance record; and
- (5) Overall disciplinary and personnel record.

A patrol officer most qualified in the Chief's judgment will receive the promotion. This does not mean that the most senior patrol officer meeting the minimum qualifications shall be promoted.

**Section 3** If, upon reviewing the candidates for promotion, the Chief, in his or her sole discretion, determines that less than three are qualified for the promotion, the Chief may seek additional candidates from outside the department. If an outside candidate more appropriately meets his needs for

the sergeant position, he may appoint a person outside of the bargaining unit into the sergeant position.

**Section 4** Employees promoted from the rank of patrol officer shall serve a one-year probationary period. The Chief must notify the promoted employee before his one-year probationary period ends of his decision to continue the employee in the promoted position. Those promoted patrol officers failing to complete their probationary period successfully shall be returned to their former patrol officer position.

**Section 5** Employees appointed to the rank of sergeant pursuant to Section 3, above, shall serve an eighteen month probationary period. The Chief must notify the appointed employee before the end of the probationary of his decision to continue the employee in the appointed position. Those appointed to the position of sergeant from outside the department who fail to complete their probationary period successfully will be separated.

## **ARTICLE 16**

### **LAYOFFS AND RECALLS**

**Section 1** Layoffs and recall shall be conducted solely in accordance with this Article. A layoff is a decision to reduce the present number of employees in their existing job classifications. A layoff becomes effective at the end of the working day named in the written layoff notice which must be delivered fourteen (14) days in advance. An employee's seniority becomes frozen at the time the layoff becomes effective. A laid off employee shall be given reasonable notice prior to being laid off.

**Section 2** The Township will use the following procedure when it decides to layoff an employee.

- A. Full-time sergeants shall be laid off in accordance with their least number of years seniority.
- B. Full-time sergeants who are to be laid off shall be returned to their previous classification held prior to their promotion (or assigned to the patrol officer rank if they obtained their position by appointment from outside the department.) Any layoffs that may be necessary in the patrol officer classification after such actions shall be in accordance with the patrol officers' collective bargaining agreement.

- C. Following any layoff, the number of full-time patrol officers will remain greater than the number of part-time patrol officers.

**Section 3** The Township shall provide notice of recall to laid off employees by registered mail at their last known address. Recall rights are lost if the employee fails to accept the offered job within ten (10) days from the recall notice (attempt of service). The employee must provide the Township with his most current address. If the employee is on vacation or otherwise not immediately available, he must notify the Township of where he can receive the recall notice.

**Section 4** A laid off employee is eligible for available part time employment in the department if requested. Additionally, a laid off employee is not eligible for recall after eighteen (18) months from the effective date of layoff. Laid off employees lose all seniority rights after that eighteen (18) month period.

## **ARTICLE 17**

### **HOURS OF WORK AND OVERTIME**

**Section 1** The Chief has absolute discretion in establishing schedules and assigning schedule and mandatory overtime. The standard workweek for all bargaining unit members normally shall be one hundred sixty (160) hours in a twenty-eight (28) day work period. The standard work day normally shall be either eight (8) or ten (10) or twelve (12) hours including a thirty (30) to forty-five (45) minute lunch period, pending on length of shift, except such lunch period may not occur if operational needs require members to skip lunch. A morning break of fifteen (15) minutes and afternoon break of fifteen (15) minutes may occur during the workday if operational needs allow for them.

No guarantees exist that members will have certain regular days off, a minimum number of weekends off each month, or a regular shift. When the Chief assigns the twenty-eight (28) day work schedule, he will attempt, within operational needs, to maintain that schedule so that members remain on the same shift during that twenty-eight (28) day period.

In the event the Chief elects to change the regular work day schedule, (e.g. changing from 12 hour days to 10 hour days) the Chief shall first meet and confer with the Union. The Chief's decision following his consultation with the union shall be in his sole discretion as set forth above.

**Section 2** Employees required to work in excess of one hundred sixty (160) hours in a twenty-eight (28) day work period shall be paid at the rate of one and one-half (1½) times their regular hourly rate of pay for all overtime hours worked. Vacation time, holidays compensatory time and personal days shall be considered hours worked for the purposes of calculating overtime. At the employee's option, he may elect compensatory time in lieu of overtime. Compensatory time, however, may only be accumulated up to ninety-six (96) hours total annually. Except as provided in Section 3, compensatory time accumulated during the calendar year must be used or scheduled by the end of that calendar year.

**Section 3** Any accumulated unused or unscheduled compensatory time above thirty-six (36) hours, regardless of when earned, shall be cashed out at the end of each year.

**Section 4** Overtime is to be computed in fifteen (15) minute increments.

**Section 5** If the Chief decides mandatory overtime is necessary, he shall first ask for volunteers on the shift, then off shift by seniority and equalization, where the mandatory overtime is necessary. If no volunteers exist, employees shall be contacted in accordance with their reverse seniority, by rotation, and asked to volunteer for the overtime. If no employee can be contacted or no volunteers exist, the Chief shall assign mandatory overtime at his discretion.

**Section 6** In the absence of an emergency, members may not be required to work more than twelve (12) consecutive hours per scheduled eight (8) hour shift, fourteen (14) consecutive hours per scheduled ten (10) hour shift, or sixteen (16) consecutive hours per scheduled twelve (12) hour shift. Unless an emergency exists, or a subpoena has been issued, employee shall not be called in for duty without eight (8) hours of down time.

**Section 7** Employees must be dressed in uniform and ready to report for duty by roll call. Failure to do so will be considered tardy. Repeated tardiness is grounds for discipline.

## **ARTICLE 18** **CALL-OUT PAY**

**Section 1** An employee who is called to work at a time he is not regularly scheduled shall be paid for hours worked in the call-out capacity of a minimum of three (3) hours. However, an employee will not be guaranteed any minimum time if called to work for a period immediately contiguous to his or her shift.

## **ARTICLE 19** **COURT TIME**

**Section 1** Employees appearing in court on behalf of the employer during non-scheduled work time shall be paid at the applicable rate for three (3) hours or the actual hours worked, whichever is greater, except that if the court appearance is immediately before or after the employee's regular shift, in which case the employee shall be compensated for the actual hours worked. Employees shall not take police reports and other evidence home with them. When appearing in a court case, the employee must report to the department for the file and are required to report back to the department to return all files and related evidence unless expressly excused by the Chief. Employees scheduled for a court appearance will receive three (3) hours pay at the applicable rate in the event the court case is cancelled and the Hinckley Police Department has not been notified by 7:00 p.m. the day prior to the scheduled hearing.

## **ARTICLE 20** **SHIFT ASSIGNMENTS**

**Section 1** The Township shall provide employees reasonable notice under the circumstances before changing or rescheduling their shifts. Shifts will be changed only for legitimate reasons.

## **ARTICLE 21** **WORK RULES**

**Section 1** The Township has the right to promulgate reasonable written work rules and directives to regulate the conduct of the Police Department employees. The Township agrees to notify the Union prior to implementing any written work rules. Copies of work rules will be furnished to the Union ten (10) calendar days prior to implementation.

**Section 2** Upon receiving a copy of a work rule, the Union has ten (10) calendar days to provide written notice as to whether it believes the work rule violates the terms of this Agreement. If the Township does not receive written notice within that ten (10) day period, the work rule is considered consistent with the terms of this Agreement.

**Section 3** Disagreements as to whether a work rule violates this Agreement shall be discussed between the parties. If no resolution of the issues occurs, the Township may implement the work rule and the Union may challenge the rule through the grievance procedure.

## **ARTICLE 22** **DISCIPLINE**

**Section 1** The Township shall not discipline a non-probationary employee without just cause. Employees shall be entitled to union representation at any level of the discipline process. This does not mean management has to consult with the Union before deciding or imposing discipline or that an off duty union representative must be called in and paid for representing an employee.

**Section 2** Administering discipline is a management right. The Township's decision to administer a certain level of discipline for a given offense shall be based on the facts and circumstances of each situation. The Township reserves the right to publish typical examples of prohibited conduct.

**Section 3** Discipline is cumulative. Any written form of discipline for any matter is considered in determining a greater level of discipline for any subsequent offenses. Discipline shall take into account the nature of the violation, the employee's work record, and the employee's disciplinary record, and his length of service with the department.

**Section 4** No oral discipline exists. Officers shall not rely on any oral warnings as a first step in the discipline process.

**Section 5** The Township will administer a system of discipline based on its assessment of the circumstances. Discipline may include: (1) written warning; (2) written reprimand; (3) suspension; (4) demotion reassignment; and (5) termination.

**Section 6** With respect to discipline under this Article, only suspensions, demotions, disciplinary reassignments, and discharges are arbitrable.

**Section 7** Before the Township issues a suspension, demotion, or termination; the employee will be given an opportunity to present a statement about the facts and circumstances of the proposed discipline. The Township will provide written notice to the employee and the Union representative of the time, date, and place where the meeting shall occur and of the nature and grounds for the proposed discipline. The Township shall provide reasonable notice of the time and date of the meeting.

If the employee does not make a statement or fails to attend the pre-disciplinary meeting, the Township will make its decision regarding discipline

based on the facts and the inferences drawn from the facts known at the time of the decision.

No recording device or stenographic or other records shall be used during questioning of the employee during the disciplinary meeting unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of any record.

**Section 8** When an employee is under formal departmental investigation, the employee shall cooperate in the investigation and answer all questions relevant to the investigation. If a criminal prosecution relative to the matter under investigation against the employee reasonably could result, then in that case, prior to any interrogations, the employee shall be given his or her Miranda rights and be allowed to consult with an attorney within a reasonable amount of time not to exceed forty eight (48) hours. If, after being provided his or her Miranda warning, the employee refuses to answer questions, he or she may be ordered to do so provided that prior to ordering an employee to answer questions, the employee must be given his or her Garrity rights, assuring the employee that the answers will not be used against the employee in criminal prosecution. If, after having been provided Miranda and Garrity rights, an employee still refuses to answer questions, the employee may be disciplined, up to and including discharge, for insubordination.

**Section 9** An employee shall not be coerced, intimidated or suffer any reprisals, either directly or indirectly, that may adversely affect his hours, wages or working conditions, as a result of filing a grievance over any discipline imposed against him.

**Section 10** Polygraphs shall only be administered for cause. The scope of the polygraph shall be limited to the facts relating to the nature of the matter being investigated. Normally, discipline shall not be based solely on the basis of a polygraph exam, unless the polygraph exam is the only way to competently investigate a matter (he said / she said / denial and no witness).

**Section 11** The records of disciplinary actions shall be removed from the employee's file and shall not be considered for progressive disciplinary action at the expiration of the periods outlined below:

<u>Discipline</u>	<u>Time Period</u>
a. Written warning	Six (6) months
b. Written reprimand	One (1) year

- |                                             |                |
|---------------------------------------------|----------------|
| c. Suspensions of three days or less        | Two (2) years  |
| d. Suspensions of more than three days      | Five (5) years |
| e. All other discipline including demotions | No Limit       |

If, after the expiration of any of these time periods outlined above, the employee is disciplined and uses his work history as a defense to mitigate his discipline, then all of his prior disciplines may be brought forth as evidence of his work record.

**ARTICLE 23**  
**GRIEVANCE PROCEDURE**

Grievances shall be resolved according to the procedures outlined below:

**GRIEVANCE EVENT ACTUALLY OCCURS**

- |                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Informal Step</p> <p>Step 1: <u>Chief</u></p> <p><b>Seven (7) business day filing deadline.</b></p> | <p>Discussion with immediate supervisor and verbal answer within two (2) business days after discussion.</p> <ul style="list-style-type: none"> <li>• Written grievance filed with chief within seven (7) business days after immediate supervisor's Informal Step answer, but no longer than ten (10) business days total from when the grievance event actually occurred.</li> <li>• Chief must schedule meeting with grievant, consider merits of grievance, and provide written final answer within ten (10) business days after receiving the employee's grievance from the Informal Step.</li> </ul> |
| <p>Step 2: <u>Trustees</u></p> <p><b>Ten (10) business day filing deadline.</b></p>                    | <ul style="list-style-type: none"> <li>• Grievance filed with Trustees within ten (10) business days after the Chief's Step 1 response.</li> <li>• Trustees review grievance claim and, if necessary, consult with the Chief or the grievant to review the merits of the grievance and the Township's answer to the claim. Answer provided to the grievant within ten (10) business days of</li> </ul>                                                                                                                                                                                                     |

receiving the grievance at Step 2.

Step 3: Arbitration

**Ten (10) business day filing deadline**

- Demand for arbitration submitted to the Chief within ten (10) business days after Trustees' answer to Step 2.
- Parties select arbitrator from panel listed under Arbitration Procedure.
- Hearing date must be established within forty-five (45) calendar days after the arbitrator has accepted the appointment unless mutually agreed otherwise.

### **Definitions**

**Section 1** The term "grievance" shall mean an allegation by an employee or the Union that a breach, misinterpretation, or improper application of this Agreement has occurred.

### **Grievance Procedure Rules**

**Section 2** All written grievances shall contain the following information:

- (a) aggrieved employees' name and signature [Signature to be provided before Step 2.];
- (b) aggrieved employees' classification;
- (c) date grievance was first discussed;
- (d) name of supervisor with whom grievance was discussed;
- (e) date grievance was filed in writing;
- (f) date and time grievance occurred;
- (g) where grievance occurred;
- (h) description of incident giving rise to the grievance;
- (i) resolution requested

The Union shall have the responsibility for the duplication, distribution and accounting of the grievance forms.

**Section 3** Any grievance not answered by the Township within the stipulated time limits above may be advanced to the next step in the grievance procedure automatically. A grievance not submitted by the Union within the stipulated time limits and containing the information described above shall be dismissed with prejudice. All time limits on grievances or steps in the procedure may be waived upon mutual written consent of the parties.

**Section 4** When an employee covered by this Agreement represents himself in a grievance without Union representation, no grievance settlement shall conflict with any provision of this Agreement. An employee shall be entitled to representation at each step of the grievance procedure by a union representative. The absence or unavailability of the union representative shall not delay the processing of the grievance more than forty-eight (48) hours. The Union director shall be given a reasonable opportunity to process grievances during the directors' normal working hours provided it does not interfere with director's normal duties.

### **Arbitration Procedure**

**Section 5** Unless mutually agreed otherwise, the parties hereby agree to select the arbitrator by mutual strike from the following:

Robert Stein  
Nels Nelson  
Greg Van Pelt

The arbitrator shall be notified as soon as possible of a dispute and a hearing shall be held within forty-five (45) calendar days of the arbitrator's confirmation that he has accepted the appointment as arbitrator unless mutually agreed otherwise.

### **Arbitration Rules**

**Section 6** The first question to be placed before the arbitrator may be whether or not the alleged grievance is related to matters specifically covered by the Agreement, or whether the procedural requirement of this Article have been satisfied. If the grievance is not arbitrable, the grievance will be considered concluded at that point and all arbitration fees and costs will be paid by the Union. If the arbitrator determines that the grievance is timely and is within his jurisdiction, the grievance will be heard on its merits before the same arbitrator in the same hearing.

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

**Section 7** The decision of the arbitrator made within his jurisdiction shall be final and binding on the parties. Unless otherwise agreed, the arbitrator's decision shall be rendered within thirty (30) days of the submission of the parties' briefs.

**Section 8** The costs of the services of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing room shall be borne by the losing party. The arbitrator shall identify the losing party. The fees of the court reporter, if any, shall be paid by the party requesting the reporter. The appearance fees and transcript shall be split equally if both parties desires a reporter or request a copy of any transcript. All other expenses are borne by the party incurring them.

## **ARTICLE 24** **SICK LEAVE**

**Section 1** Each full-time employee shall be entitled for each completed eighty (80) hours of service, sick leave of three and eight one hundredths (3.08) hours based on the employee's regular hourly wage. Unused sick leave shall be cumulative without limit. Any sick leave use for purposes that are FMLA qualifying shall be credited against any unpaid time available under FMLA.

**Section 2** Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and for illness, injury or death in the employee's immediate family. For purposes of this Article, immediate family is defined as parent, mother and father-in-law, sister, brother, spouse, child or stepchild.

**Section 3** Employees unable to report for any of the reasons in Section 2, must report their anticipated absence to the department supervisor one (1) hour before the start of their watch on the first day of absence and each succeeding day of absence, unless other arrangements are authorized by the supervisor. Upon report, employees shall give the phone number and address of the place of convalescence. Employees who fail to provide the required one (1) hour notice will not be paid for the time off.

Sick leave time off is for recuperation from illness or activity directly related to recuperation, *e.g.*, purchase of medicine, or doctor's visits, during normal working hours. This means sick leave abuse will be analyzed based on an employee's conduct during his normal working hours while on sick leave.

**Section 4** When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work.

**Section 5** All employees who are absent for three (3) or more consecutive days shall submit a statement from a licensed physician concerning their illness (or illness of those being cared for). Any abuse or patterned use of sick leave may be just and sufficient cause for disciplinary action. The Township may require a physician's verification for each occurrence of sick leave of employees who have established a patterned use or abuse of sick leave. Patterned use or abuse of sick leave includes regularly using sick leave before or after weekends, before or after holidays, before or after normal days off, on certain days of the week, in an excessive number of individual sick days off compared to the average number of sick leave days off for the department as a whole, or in a manner inconsistent with the request for sick leave, *e.g.*, personal reasons during the time the employee would have been scheduled to work.

**Section 6** Employees on sick leave shall not engage in any personal or recreational activity during the time they would have been scheduled to work. Sick leave for a doctor's visit shall be used for the time necessary for such visit and related visits to obtain prescription drugs or prescribed therapy.

**Section 7** Employees at the time of retirement from active full time service with the Township and with ten (10) years or more continuous years of service with the Township shall be paid cash for 1/3 of the employee's accrued and unused sick leave up to a maximum accrual of one thousand hours *i.e.*, 333 1/3 hours maximum pay. The dollar value of a sick day shall be based on the employee's hourly rate at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made by the Township of Hinckley only one time to any employee during his lifetime. This Section shall only apply to the retirement of a full-time employee pursuant to state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation, or any other like termination except a retirement as set forth herein.

**Section 8** If an employee does not use sick leave for a 6 month period, they shall receive another Personal Day.

**ARTICLE 25**  
**MILITARY LEAVE**

**Section 1** The parties hereby acknowledge that in accordance with the Uniformed Service Employment and Reemployment Rights Act, 38 U.S.C. § 4301 *et seq.* (USERRA) an employee will be provided an unpaid leave of absence for a voluntary or involuntary military service obligation, with the right to reemployment and all its accompanying benefits, subject to and in accordance with the terms of USERRA and the applicable regulations.

**ARTICLE 26**  
**FUNERAL LEAVE**

**Section 1** An employee, upon request, shall be granted up to three (3) consecutively scheduled days off with pay not deducted from sick leave for each death in the immediate family. Immediate family shall be defined to include the employee's spouse, children, mother, father, grandmother, grandfather, brother, sister, brother-in-law, sister-in-law, mother-in-law and father-in-law. Acceptable documentation, such as a death certificate or an obituary notice in the newspaper is necessary for payment.

**Section 2** Employees, upon request, shall be entitled to two (2) additional consecutively scheduled days of extended funeral leave, to be deducted from their accumulated sick leave. For purposes of this Section, the number of hours deducted from accumulated sick leave shall correspond to the hours in the employee's normal work day.

**Section 3** An employee shall be granted one (1) day off with pay not deducted from sick leave for each death of an aunt or uncle. Acceptable documentation, such as a death certificate or an obituary notice in the newspaper is necessary for payment.

**ARTICLE 27**  
**JURY DUTY**

**Section 1** Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid by the Township at the employee's regular rate. Any amount paid by the Court for serving as a juror shall be reimbursed to the Township.

**ARTICLE 28**  
**PAYROLL**

**Section 1** All employees are normally paid every other Monday and are normally paid for a two (2) week period.

**Section 2** If a holiday falls on a Monday, paychecks shall be distributed by the close of the working day on the following Tuesday.

**ARTICLE 29**  
**INSURANCE BENEFITS**

**Section 1** The Township shall provide medical and hospitalization coverage through various PPO programs, in addition to prescription, dental and vision coverage, for bargaining unit members in accordance with the carrier's policy and procedures. The Township shall choose the insurance carrier. A summary of the benefits coverage currently provided is attached as Appendix A.

**Section 2** The Township agrees to maintain "comparability" with respect to medical, prescription, dental and vision insurance. This means the Township will use good faith efforts to maintain similar benefits but that the Union understands that similar does not mean exactly the same and that reasonable and relevant changes in the type and structure of the benefits or the creation of co-pays for employees, may be necessary to maintain the costs and the level of benefits of the plan.

**Section 3** The Township shall pay the full cost of all deductibles incurred for employees enrolled in the Hinckley Township Health Plan. In addition, the Township shall contribute up to the following monthly amounts toward the premium cost.

Single Employee	\$450/per month
Worker & Child	\$550/per month
Husband & Wife	\$750/per month
Family	\$1050/per month

**Section 4** If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the

spouse must enroll in such employer or public retirement plan sponsored group insurance coverage(s).

Upon the spouse's enrollment in any such employer or public retirement plan sponsored group insurance coverage, that coverage will become the primary payor of benefits. If an employee's spouse enrolls in his/her employer's health insurance, the employee shall not be required to enroll in single coverage offered by the Township, provided the employee is eligible for family coverage.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Township.

The attached Spousal Waiver Addendum shall be completed by each employee.

Section 4 shall apply only to those employees hired on or after the effective date of this Agreement.

**Section 5** For those employees who are covered under another health insurance policy and who elect not to be covered by the Township's medical insurance, they shall notify the Trustees in writing and shall be reimbursed up to \$2,000.00 annually, paid by the second pay in January of the next year, for documented medical expenses.

**Section 6** The Township shall provide each full-time employee with a group life insurance policy in accordance with the rules of the carrier.

**Section 7** The parties agree to establish an Insurance Committee composed of at least one (1) representative from the bargaining unit as well as at least one (1) representative from the Service Department bargaining unit, one (1) representative from the non-bargaining unit employees, the Fiscal Officer and one (1) representative of the Trustees, provided such representative agrees to participate. The purpose of the Insurance Committee is not to alter the terms of this Article but to explore alternate health insurance benefits, policies, carriers, etc. in order to reduce costs while maintaining benefits and to make recommendations to the Trustees regarding same. The Insurance Committee shall be a recommending body only, it being understood that the Township shall not be obligated to adopt any recommended changes.

## ARTICLE 30

## **DRUG TESTING**

**Section 1** The Township and the Union have a mutual obligation to protect the work force and the public from the actions of employees impaired by alcohol, drugs, or controlled substances. They have agreed to common elements that will shape and guide their commitment to provide a drug/alcohol-free workplace.

**Section 2** The Township will continue its random testing at the discretion of the Chief of Police.

**Section 3** In addition to the random testing in Section 2, the Chief of Police or his designee may order any employee to undergo a drug or alcohol screening test whenever reasonable suspicion exists to believe an employee on duty has used or is under the influence of illicit drugs, controlled substances or alcohol. Reasonable suspicion must be based upon specific facts and reasonable inferences drawn from those facts.

**Section 4** All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

**Section 5** The Township shall pay for all drug and alcohol screening and confirmatory tests.

**Section 6** the Township shall educate employees, supervisors and managers regarding all elements of the drug and alcohol workplace policy, and the various procedures involved.

## **ARTICLE 31** **HOLIDAYS AND PERSONAL DAYS**

**Section 1** Sergeants shall be entitled to ten (10) days of paid time off and one (1) Personal Day in lieu of scheduled holidays. Up to twenty-four (24) hours of paid time off may be cashed out at years end.

Example: If a full-time sergeant works a scheduled holiday he has the option to utilize a day of paid time off and receive double-time or defer the day of paid time off (with scheduling approval) and receive straight time for the holiday.

## **ARTICLE 32** **VACATIONS**

**Section 1** Each full-time member shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Amount</u>
After one (1) year	80 hours
After six (6) years	120 hours
After ten (10) years	160 hours
After fifteen (15) years	200 hours

**Section 2** Members do not accrue vacation benefits during their first year of employment. Upon completion of their first year anniversary date, which shall be computed on the basis of twenty-six (26) bi-weekly pay periods, members are entitled to eighty hours of vacation.

After completion of their first year anniversary date, members accrue a portion of their annual vacation benefits each bi-weekly pay period as follows:

<u>Length of Service</u>	<u>Weeks</u>
After one (1) year	Three and one-tenths hours
After six (6) years	Four and six-tenths hours
After ten (10) years	Six and two-tenths hours
After fifteen (15) years	Seven and seven-tenths hours

**Section 3** The additional vacation time provided at the six (6), ten (10), and fifteen (15) year seniority intervals outlined in Section 1 is credited to a member and is available for his use upon completion of the member's anniversary date. Vacation time taken off is first deducted from vacation leave accrued during the current year and then from any approved vacation carry over.

**Section 4** Normally, only one sergeant should be on vacation at one time. When one sergeant is scheduled for vacation, other sergeants will not be permitted to use compensatory time, vacation time or other personal time unless approved by the Chief.

**Section 5** Vacation shall be scheduled between December 1<sup>st</sup> and December 31<sup>st</sup> of the preceding calendar year according to seniority. Two (2) weeks maximum shall be chosen by seniority at one time. Members shall have three (3) working days to make their selection. Prior approval of the Chief is necessary for any vacation to be scheduled in conjunction with holidays, personal days or compensatory time off. Each vacation request shall not include more than one (1) holiday.

Members are entitled to choose the number of hours they were entitled at their last anniversary date. Any additional vacation time due the member during the year must be scheduled after the anniversary date with two (2) weeks notice.

After January 1<sup>st</sup>, vacations are scheduled on a first-come first-served basis, in accordance with the Chief's determination of the department's manning needs. In addition, the scheduling of vacations after January 1<sup>st</sup>, scheduling of personal days and compensatory time require a minimum of two (2) weeks prior notice. Exceptions can be made where the Chief determines scheduled can be accommodated.

When one sergeant is scheduled for personal days or compensatory time, other sergeants will not be permitted to use personal days or compensatory time unless approved by the Chief. Sergeants will be provided a list of vacation dates, personal days and compensatory time, which have been scheduled, and by which sergeant. Any vacation that has not been scheduled and used prior to the Sergeant's next anniversary date is forfeited, subject to the provisions of Section 7, below.

No trading of vacations shall occur without approval by the Chief. Vacation scheduling takes precedence over personal days or compensatory time off.

**Section 6** Any member who resigns, is terminated, retires, or is separated from employment by the Township because of a reduction in force will receive pay for his unused and accrued vacation time. In the case of resignation, the member shall give two (2) weeks' notice in writing to the Chief to be eligible for such payment.

**Section 7** Vacation time shall not be carried over from one year to another without the express written authorization of the Chief. In no event shall an employee carry over more than one (1) week of vacation, which shall be utilized in the first three (3) months of the year to which it was carried over.

**Section 8** The surviving spouse or the estate of any employee shall receive a cash payment for all regular pay, holiday pay, and vacation pay, due the employee as of the date of the employee's death.

**ARTICLE 33**  
**HOURLY PAY SALARY SCHEDULES**

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Sergeants S-P (during probationary period)	\$29.89	\$30.31	\$30.74
Sergeants S-1 (from end of prob. period to two yrs of total service)	\$31.03	\$31.45	\$31.88
Sergeants S-2 (After 2 years)	\$31.59	\$32.01	\$32.44
Sergeants S-3 (After 3 years)	\$32.25	\$32.76	\$33.28
Sergeants S-4 (After 4 years)	\$32.81	\$33.32	\$33.84
Sergeants S-5 (After 5 years)	\$33.99	\$34.54	\$35.11
Sergeants S-6 (After 6 years)	\$34.89	\$35.46	\$36.05

**ARTICLE 34**  
**UNIFORM ALLOWANCE**

**Section 1** The Township will maintain the current quarter master system and practices regarding replacement of uniforms.

**Section 2** The Township agrees to provide a level II soft body armor for all new hires and replace soft body armor for employees based upon manufacturer's specifications of useful life.

**ARTICLE 35**  
**FIELD TRAINING OFFICER**

**Section 1** Any member assigned by the Chief to act as a Field Training Officer shall receive one and one-half (1.5) hours of additional pay at the regular rate of pay for every 12 hours he acts in such capacity. Alternatively, the employee may elect to take compensatory time for these additional hours earned.

**ARTICLE 36**  
**PAYMENT TO ESTATE IN THE EVENT OF DEATH**

**Section 1** Should an employee become deceased then, in that event, the fiduciary of the employee's estate shall be entitled to any accrued but unpaid wages and benefits earned up to the date of death and/or by reason of the employee's death.

**ARTICLE 37**  
**SIGNATURES**

IN WITNESS WHEREOF, the undersigned parties pursuant to the proper authority have caused this Agreement to be signed as of the 1<sup>st</sup> day of January, 2014.

HINCKLEY TOWNSHIP  
BOARD OF TRUSTEES

OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION

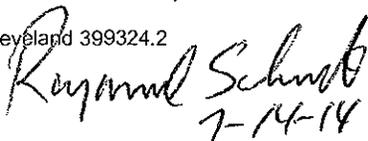
  
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Date: 7/14/14

*M. Catterwood*  
7/14/14

  
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Date: 7/14/2014

  
7-14-14