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STATE EMPLOYMENT
RELATIONS BOARD

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Patrol Officers
Sergeants 09
Lieutenants 09

COLLECTIVE BARGAINING AGREEMENT

By and between the

TOWNSHIP OF WEATHERSFIELD, OHIO

and

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

COMMENCING: January 1, 2014

EXPIRING: December 31, 2016

TABLE OF CONTENTS

<u>Article #</u>		<u>Page #</u>
	Preamble	1
1.	Purpose and Intent	1
2.	Non-Discrimination	1
3.	Recognition.....	2
4.	Union Business.....	2
5.	Seniority; Layoff and Recall.....	3
6.	Hours of Work.....	3
7.	Wages	4
8.	Recognition of Extended Service.....	5
9.	Overtime.....	5
10.	Part Time Officers	6
11.	Uniform Allowance.....	6
12.	Uniform Maintenance	8
13.	Special Schooling	8
14.	Retirement and Disability Pensions	8
15.	Insurance	8
16.	Holidays	10
17.	Vacation	11
18.	Sick Leave and Leave of Absence	12
19.	Health and Safety	14
20.	Bulletin Board	14
21.	Application & Interpretation of Work Rules, Policies and Directives	14
22.	Personnel Files.....	15
23.	No Strike-No Lockout	16
24.	Discipline	16
25.	Union Representation	16
26.	Employee Rights	17
27.	Grievance Procedure.....	18
28.	Arbitration Procedure.....	20
29.	Vacancy and Promotion	20
30.	Probationary Period	21
31.	Staffing and Shift Assignment	21
32.	Labor Management Meetings	22
33.	Management Rights	22
34.	Miscellaneous.....	23
35.	Waiver in Case of Emergency.....	23
36.	Duration	24
	Execution.....	25
	Appendix 1 Current Health Coverages	
	Appendix 2 Drug Free Workplace Policy	

PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as the "Agreement," is entered into by and between the Township of Weathersfield, Ohio, hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Ohio PBA" and has, as its purpose, the promotion of cooperation and harmonious relations between the Employer and the Ohio PBA and the establishment of an equitable and peaceful procedure for the resolution of differences.

ARTICLE 1 **PURPOSE AND INTENT**

Section 1. It is the intent and purpose of the parties hereto to set forth the basic understanding of the parties which includes wages, salary, hours of work, and conditions of employment, to be observed by the parties hereto and to provide a procedure for the prompt and equitable adjustment of alleged grievances to the end that there shall be no interruptions of or interference with services during the life of this Agreement.

Section 2. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal, such invalidation or restraint shall not invalidate or affect remaining portions herein or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of such invalidation or restraint of all or any portion of this Agreement, the parties to this Agreement shall meet and confer within two (2) weeks to renegotiate the invalidated portions by good faith negotiations.

Section 3. Any changes in this contract shall be negotiated with mutual consent of both parties, during the term of this Agreement.

ARTICLE 2 **NON-DISCRIMINATION**

Section 1. The Employer and the Ohio PBA agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex, handicap, or union membership.

Section 2. The Ohio PBA expressly agrees that membership in the Ohio PBA is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

Section 3. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 3
RECOGNITION

Section 1. The Employer hereby recognizes the Ohio PBA as the sole and exclusive bargaining agent for all eligible Bargaining Unit employees, (hereinafter "employee" or "employees") defined as:

Bargaining Unit A — All Full-time Patrol Officers,
Bargaining Unit B — All Sergeants,
Bargaining Unit C — All Lieutenants and above, excluding the Captain.

Section 2. During the term of this Agreement, the Employer shall deduct dues, initiation fees, and/or assessments levied by the Ohio PBA and the regular monthly Ohio PBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employees for whom the Employer is currently deducting dues.

Section 3. The initiation fees, dues or assessments so deducted shall be in the amounts established by the Ohio PBA from time to time in accordance with its Constitution and By-Laws. The Ohio PBA shall certify to the Employer the amounts due and owing from the employees involved.

Section 4. The Employer shall deduct dues, initiation fees and/or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

Section 5. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the treasurer of the Ohio PBA within thirty (30) days from the date of making said deductions.

Section 6. Employees in the Bargaining Unit, who are not members of the Ohio PBA, shall be required to pay a service fee to the Ohio PBA. Said service fee shall be deducted in accordance with the criteria set forth in Sections 3, 4, and 5 of this Article.

ARTICLE 4
UNION BUSINESS

Section 1. Duly elected Ohio PBA delegates or alternates to annual conventions, conferences, or other meetings who are in the Bargaining Unit shall be granted time-off without pay for the purposes of participating in such convention. The Employer agrees to provide the Ohio PBA Director time-off with pay for up to three (3) days, each year, to attend annual conventions, seminars, conferences, or other meetings. The Ohio PBA shall give the Employer reasonable notice (at least one week) of such meetings or conventions, and no more than two (2) persons at one time may attend. The attendance will be permitted on the coverage of his/her shift.

ARTICLE 5
SENIORITY, LAYOFF AND RECALL

Section 1. Seniority for Bargaining Unit employees shall be defined as the employee's total length of full-time continuous service with Employer.

Section 2. Seniority shall be caused to terminate when:

- a) An employee is discharged for just cause;
- b) An employee quits or resigns;
- c) An employee retires;
- d) An employee is laid off for a period of twenty four (24) months; or
- e) An employee is on a leave of absence over one (1) year.

Section 3. Seniority shall be used for the purposes of determining:

- a) Vacation entitlement and assignment;
- b) Retirement;
- c) Order of layoff;
- d) Overtime assignment;
- e) Promotion (when applicants are equally qualified); or
- f) Shift bidding. Patrolman by Seniority and Ranking Officers D.O.R. (Date of Rank.)

Section 4. The Employer may lay off only for purposes of lack of work or lack of funds. In the event the Employer determines that a layoff is necessary, employees will be laid off in accordance with their departmental seniority (last hired, first laid off), regardless of rank. All part-time officers shall be laid off prior to any full-time officers.

Section 5. A Bargaining Unit employee who is laid off shall be subject to recall for a period of twenty-four (24) months. Employees shall be recalled by inverse order of layoff (last laid off, first recalled). An employee in a layoff status will be called back to work for any vacancies, in lots of forty (40) hours created by the absence of one employee, before the hours are offered to employees not in a layoff status.

Section 6. In the event of a layoff, the Chief of Police will exercise his discretion in making necessary adjustments in scheduling and job assignments. If an employee is reassigned from one division to another during a layoff situation, that employee shall return to his previously assigned position and division when the department returns to full strength.

Section 7. In the event of a layoff due to a lack of work or a lack of funds, the Employer shall provide to the Ohio PBA information regarding such lack of work or lack of funds. Further, throughout the recall period of any employee(s), the Ohio PBA will, upon request, be provided with any statistics and/or financial data regarding the continuing lack of work and/or lack of funds.

ARTICLE 6
HOURS OF WORK

Section 1. The normal work day shall consist of eight (8) hours within a twenty-four hour

period, which shall include an interruption for one (1) lunch break of one-half (1/2) hour and two (2) fifteen (15) minute breaks. Breaks and lunches shall not be taken during the first or last hour of work. Each work shift shall have a regular starting time and quitting time.

Section 2. Forty (40) hours per week shall constitute a normal work week based on five (5) eight (8) hour workdays and two (2) days off. A normal work week shall be from Monday through the following Sunday.

Section 3. The work schedule shall be posted at least seven (7) days prior to the change of regularly assigned hours, work days and shift assignments of all members for the following month. Changes in work schedules shall be approved by the Scheduling Officer or the Chief of Police.

ARTICLE 7 WAGES

Section 1. Effective on the first full pay on or after January 1, 2011, employees shall be compensated as follows:

Patrolman:	\$20.52 per hour
Sergeant:	\$21.38 per hour
Lieutenant:	\$22.84 per hour

Section 2. Intentionally deleted.

Section 3. The above wage rates do not include an hourly wage increase. In lieu of an hourly wage increase, each employee shall receive a three percent (3%) annual signing bonus (compounded) in the second pay period of January 2014, 2015, and 2016. The payments shall be as follows:

	2014	2015	2016
Patrolman:	\$1,280.45	\$1,318.86	\$1,358.43
Sergeant:	\$1,334.11	\$1,374.14	\$1,415.36
Lieutenant:	\$1,425.22	\$1,467.97	\$1,512.01

Section 4. New hires will be paid 80% of the hourly rate of the position for which they are hired for a one year period. For the second year, the new hires will receive 85% of the hourly rate of the position for which they are hired. For the third year, the new hires will receive 90% of the hourly rate of the position for which they are hired. For the fourth year, the new hires will receive 95% of the hourly rate of the position for which they are hired. When the new hire completes four years of service, said employee will be paid the same hourly rate as regular full time employees.

Section 5. When an employee is required to act as an officer-in-charge (OIC) to cover time off of any ranking officer, said employee shall receive the Sergeants rate of pay. Any such temporary assignment shall be made based upon seniority.

Section 6. Employees required to work the afternoon or midnight shift shall be compensated, in addition to their regular pay, at the rate of forty cents (\$.40) per hour for the afternoon shift and fifty cents (\$.50) per hour for the midnight shift.

Section 7. An employee assigned to the Detective Bureau shall receive the same hourly rate otherwise payable to the employee as if no such assignment had occurred.

ARTICLE 8
RECOGNITION OF EXTENDED SERVICE

Section 1. Effective July 1, 2009, each employee will receive the following amounts on the designated anniversary of his/her employment with the Township as a member of the Police Bargaining Unit:

<u>Seniority</u>	<u>Amount</u>
5 years	\$ 350.00
6 years	\$ 350.00
7 years	\$ 350.00
8 years	\$ 350.00
9 years	\$ 350.00
10 years	\$ 600.00
11 years	\$ 600.00
12 years	\$ 600.00
13 years	\$ 600.00
14 years	\$ 600.00
15 years	\$ 850.00
16 years	\$ 850.00
17 years	\$ 850.00
18 years	\$ 850.00
19 years	\$ 850.00
20 years	\$1100.00
21 years	\$1100.00
22 years	\$1100.00
23 years	\$1100.00
24 years	\$1100.00
25 or more years	\$1400.00

The maximum payout is **\$1400.00** with 25 or more years of service.

ARTICLE 9
OVERTIME

Section 1. Overtime shall consist of any time actually worked in excess of eighty (80) hours in a two (2) week work period corresponding to each two (2) week pay period. For purposes of computing overtime, paid holidays and sick leave shall be treated as time actually worked and shall be used in establishing the amount of time worked.

Section 2. All employees for time actually worked in excess of forty (40) hours in each work week or in excess of eight (8) hours in a day period shall be compensated in pay or compensatory time (at the employee's option to be timely exercised) computed at the rate of time and one-half (1-1/2) the employee's regular rate of pay.

Compensatory time may accrue to a maximum of One Hundred Thirty-six (136) hours, after which the employee shall be paid at time and one-half (1/2) for each hour worked. Employees may use up to a maximum of four (4) days of compensatory time per month. Compensatory time off shall be granted at reasonable times as approved by the Chief of Police and shall not be unreasonably denied.

In the event of an employee's death all accumulated compensatory time shall be paid to the decedent's beneficiary at the employee's current rate of pay.

Section 3. Any scheduled days off (including sick time) will be counted as time worked. Any unscheduled days off (including sick time) will not be counted as time worked.

Section 4. Employees called into work for a time period of less than four (4) hours when the employee is not on duty, shall receive a minimum of four (4) hours compensation in pay or be compensated not less than four (4) hours compensatory time at the employee's option provided that the time compensated does not run into the employee's scheduled shift, in which event the employee will be paid only for the hours actually worked.

Section 5. Employees in an off-duty status who must appear in court in reference to their official duties as law enforcement officers shall be compensated in pay or compensated for a minimum of two (2) hours per court session at the rate of time and one-half (1-1/2).

Section 6. Full time employees will cover 80 hours of overtime in each month, except for the months of June, July, August, and December. During these four months, overtime will be increased to 104 hours which shall be filled by full time employees. Part time officers may be used by the Employer to fill all hours in excess of eighty (80) hours per month.

ARTICLE 10 **PART TIME OFFICERS**

Section 1. In the event of a lay off situation, a Part-time Officer will maintain his commission, but any monies otherwise paid to a Part-time Officer for service will immediately cease during layoffs and no Part-time Officer will fill a position or slot created by the lay off or provide extra or added manpower to the schedule. During a lay off situation, the monthly required hours for a Part-time Officer will be waived. The Township shall have no Reserve Officers.

Section 2. The Township may convert part-time officers to reserve officers if it is the only way to avoid a lay-off or reduction of the number of full-time officers. If so, there shall be a thirty (30) day notice given to the OPBA and the officers and a meeting will be set to explain the rationale.

ARTICLE 11 **UNIFORM ALLOWANCE**

Section 1. Effective July 1, 2009, and each year thereafter, all newly hired probationary employees shall be issued a sufficient amount of clothing within thirty (30) days of his/her date of appointment. **Uniforms are defined as the following:**

- 1) Short Sleeve Shirts — (3)

- 2) Long Sleeve Shirts — (3)
- 3) Pants — (3)
- 4) Duty Belt — (1) (inner/outer)
- 5) Holster — (1)
- 6) Double Magazine Pouch — (1)
- 7) Handcuffs with Case — (1)
- 8) Radio Holder — (1)
- 9) Winter Hat/Summer Hat— (1) each
- 10) Winter Jacket — (1)
- 11) Badges — (2) (Issued as Township Property)
- 12) 12) Set of Collar Brass — (1) (Issued as Township Property)

Section 2. Effective July 1, 2003, and each year thereafter, all non-probationary employees with more than one (1) year departmental service shall receive an annual clothing allowance in the amount of Five Hundred Dollars (\$500.00) payable Two Hundred and Fifty Dollars (\$250.00) on January 1st, and Two hundred and Fifty (\$250.00) on July 1st of each year. Once the clothing allowance has been spent, any Officer who provides the Township with receipts for the first Five Hundred (\$500) shall be allowed an additional Two Hundred (\$200.00) dollars of clothing allowance based upon the quarter-master system. Proper items under the quarter master system shall include the following:

- 1) Short Sleeve Shirts
- 2) Long Sleeve Shirts
- 3) Pants
- 4) Duty Belt — (inner/outer)
- 5) Holster
- 6) Double Magazine Pouch
- 7) Handcuffs with Case
- 8) Radio Holder
- 9) Winter Hat/Summer Hat
- 10) Winter Jacket/Summer Jacket
- 11) Badges — (2) (Issued as Township Property)
- 12) Set of Collar Brass — (1) (Issued as Township Property)
- 13) Gloves
- 14) Boots (General Limits)
- 15) Rain Gear
- 16) T-Shirts/Socks

Any equipment deemed necessary by the Chief, shall be provided at Township expense.

Section 3. The Township shall be responsible for the initial cost of any mandated change in the employee's uniform. After said initial cost, the employee shall be responsible for any replacement costs.

Section 4. Uniform items, watches, dentures, or optics that are ruined on duty, while performing police duties, shall be replaced by the Employer. Should the employee subsequently recover funds for the ruined items, the employee shall reimburse the Employer.

ARTICLE 12
UNIFORM MAINTENANCE

Section 1. All uniformed employees in the Bargaining Unit shall have their uniforms cleaned (limit of two uniforms per week) at a designated establishment chosen by and paid for by the Employer.

ARTICLE 13
SPECIAL SCHOOLING

Section 1. Employees attending any law enforcement related schools approved by the Chief of Police will attend said school at the Employer's expense. Employees will not be docked compensatory time. Any Bargaining Unit employee, who attends special schooling which is necessary for their present duty, will not be paid or compensated for overtime while at school. Adjustments will be made in scheduling to avoid overtime. Arrangements will be agreed upon prior to any employee applying to and/or attending school. A minimum of twenty-four (24) hours of schooling per year shall be the Department standard for all Bargaining Unit employees. Requests for schooling shall be filed with the Chief of Police for approval.

Section 2. Tuition reimbursement. The Township will reimburse any Police Officer for tuition in accordance with the Township Tuition Reimbursement Plan. The rate of reimbursement will be fifty (50) percent for a 2.0 average and above, and seventy-five (75) percent for a 3.0 average and above.

ARTICLE 14
RETIREMENT AND DISABILITY PENSIONS

Section 1. The Employer shall provide for all Bargaining Unit members continued membership in the Ohio Employees Retirement System (PERS).

Section 2. The Employer shall continue to pay the employee's portion of the Public Employee's Retirement System (PERS) contribution via the fringe benefit method for those employees hired prior to April 1, 2011. Should the retirement system change the employee's contribution percentage, either party may reopen this article pursuant to the terms of ORC 4117.

Section 3. If the Township is forced to stop the fringe benefit pension pick-up, they shall. However, they shall also increase the top pay step by 9.84 percent (9.84%).

ARTICLE 15
INSURANCE

Section 1. Life, Dental, Optical and Professional Liability Insurance

A) Life Insurance

The Employer shall provide life insurance for each employee of the Bargaining Unit in the amount of fifty thousand dollars (\$50,000.00), the premiums for which shall be paid entirely by the Employer.

B) Dental Care

The Employer will pay the cost of a dental care program, the same as, or substantially similar to the one presently in effect, for the term of this Agreement, for the employee or any member of the employee's family.

C) Eye Care

The Employer will pay the cost of an eye care program, the same as, or substantially similar to the one presently in effect, for the term of this Agreement, for the employee or any member of the employee's family.

D) Professional Liability Insurance

The Employer shall continue to provide professional liability insurance coverage to the same extent as is in effect at the time of execution of this Agreement. The Employer shall pay all necessary premiums for the maintenance of such coverage through the duration of this Agreement.

Section 2. Hospitalization / Health Care

A) Health Care Plan

All employees shall be offered Hospitalization / Health Care Insurance. The current Hospitalization/Health Care insurance Plan provides the coverage as shown on Appendix 1 ("Current Plan"). The Township will pay 100% of the employee's premium. For dependent coverage, the Township will pay 90% of the premium with the employee paying 10%.

B) Changes to Current Plan

Notwithstanding any other provision of this Agreement, the Union agrees that the Township may change insurance carriers, self-insure in part, and/or modify the Hospitalization / Health Care Insurance Plan during the term of this Agreement. The Union agrees that the Employer may provide Hospitalization/Health Care Insurance through a high-deductible insurance policy supplemented by a program of self-insurance. The terms and conditions of any change shall be at the discretion of the Board of Trustees, provided that the co-payments, deductibles and out-of-pocket expenses paid by the employee do not increase from the Current Plan, and the coverage provided is substantially similar to the Current Plan.

Section 3. Health Care Review Committee

The Employer has created a "Health Insurance Committee" which consists of the following: One (1) Representative, chosen by the Board of Trustees; One (1) member from the OPBA chosen by the OPBA membership; One (1) member from the OCSEA chosen by the OCSEA membership; and One (1) non-bargaining unit employee member of the office staff chosen by those employees, excluding the Board of Trustees. The purpose of this committee is to review proposed changes in insurance plan designs and/or policies that may provide a savings in health insurance costs. The OPBA recognizes that the Employer needs flexibility in investigating and implementing health insurance cost savings proposals. Health insurance cost savings proposals may be implemented by the Employer only if the Employer presents the proposed change to the Health Insurance Committee at a meeting at least twenty (20) days prior to implementing the proposed change. A three (3) day written notice prior to the meeting shall be given by the fiscal officer as to the date, time and location of the meeting. The Health Care Insurance Committee shall make recommendations to the Township Trustees concerning any proposed plan design and/or policy changes.

If the Health Insurance Committee is formed and a representative does not participate as outlined herein, said committee will continue and function and make its recommendations without the input from the missing representative(s).

Section 4. Insurance Premiums Buy Out

Any employee may opt-out of the Hospitalization/Health Care Insurance provided by the Township if the employee is covered under another health insurance plan. Any employee who opts out will receive 35% of the individual employee premium cost paid out monthly. The employee may re-enter the health insurance program upon written notice, during the next open enrollment period.

Section 5. Health Care Reimbursement Account (HRA)

A) The Township agrees to establish a Health Care Reimbursement Account (HRA) for Bargaining Unit Members under Internal Revenue Service (IRS) Guidelines. Said Health Care Reimbursement Account shall be entirely Employer funded as per IRS Guidelines.

B) Upon a Bargaining Unit Member attaining twenty-two (22) years of service with the Township, the Employer will deposit into the employee's Health Care Reimbursement Account an amount equal to one hundred and twenty (120) hours pay (= 15 day's pay) at the employee's then current rate.

C) Upon a Bargaining Unit Member attaining twenty-five (25) years of service with the Township, the Employer will deposit into the employee's Health Care Reimbursement Account an amount equal to one hundred and twenty (120) hours pay (= 15 day's pay) at the employee's then current rate.

D) The Parties understand that Health Care Reimbursement Account contributions under current IRS Guidelines are funded exclusively by the Employer and are tax free to the employee. If during the term of this Agreement these IRS Guidelines should change the parties will meet and confer in order to resolve any issues related to possible IRS changes.

ARTICLE 16
HOLIDAYS

Section 1. The following days are hereby designated as paid holidays for all Bargaining Unit employees:

New Year's Day	Fourth of July
Martin Luther King Day	Labor Day
Presidents Day	Columbus Day
Memorial Day	Thanksgiving Day
Law Day	Christmas Day
Family Holiday	

Section 2. Additionally, an employee shall receive eight (8) hours paid time off for his birthday which shall be taken either seven (7) days prior to, on or seven (7) days after his birthday. This time will be taken within the fifteen (15) day period and will not be carried into his accumulated compensatory time.

Section 3. If an employee works on a paid holiday that is a regularly scheduled workday, said employee will be paid at the rate of one and one-half (1-1/2) time his/her hourly base rate for each hour worked.

Section 4. A Bargaining Unit employee called out or volunteering to work all or part of a non-scheduled turn on a holiday shall be paid at the rate of time and one-half (1-1/2) for that time. In no event will this calculation exceed double time and one-half (2-1/2) on a holiday. (This includes holiday pay).

Section 5. No employee shall receive pay for a holiday not worked unless he works his scheduled day before and his scheduled day after said holiday. This shall include any scheduled time off per Article 9 Section 3.

ARTICLE 17
VACATION

Section 1. All Bargaining Unit employees shall be entitled to vacations according to the following schedule:

1 year but less than 3 years	2 wks + 3 personal days
3 years but less than 8 years	3 wks + 3 personal days
8 years but less than 15 years	4 wks + 3 personal days
15 years but less than 23 years	5 wks + 3 personal days
23 years or more	6 wks + 3 personal days

Section 2. Bargaining Unit employees 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 service.

Section 3. One (1) week of vacation each year may be taken by the day or multiple days as required by the employee, but remaining vacation will be taken in five (5) day increments. Such requests will not be unreasonably denied. A request made prior to April 1 by an employee for vacation days that coincide with another employee's request (made prior to April 1) will be granted on the basis of seniority, and vacation requests made after April 1 will be granted first come first served, without regard to seniority, and must be made at least thirty (30) days prior to the date of the vacation is proposed to commence; however, the Employer may grant less than all such requests if necessary for the efficient and effective operation of the department as determined by the Chief of Police or his designee. Said requests will not be unreasonably denied. An employee may request, prior to April 1 of each year that he be paid for eighty (80) hours of his vacation time, in which case he will be paid therefore on the first pay date in April of that year.

Section 4. Employees shall be permitted to carry over two (2) weeks of vacation into the following year, but must use or cash out in said subsequent year.

ARTICLE 18
SICK LEAVE AND LEAVE OF ABSENCE

Section 1. All Bargaining Unit employees shall earn sick leave at a rate of ten (10) hours per calendar month. Employees shall use sick leave for injury or illness for themselves. In an emergency situation, employees may use sick leave for injury or illness to their spouses, children or parents. If the emergency persists, the employee can request additional sick leave, which shall not be unreasonably denied.

Section 2. Unused sick leave accumulated prior to the effective date of this Agreement shall be retained and taken at such times and in such amounts as provided in this Agreement.

Section 3. At the time of separation from employment due to disability, retirement from active service, or death, an employee who has been employed in the Department full time for at least three (3) full years shall be compensated for any unused sick leave accrued up to a maximum of **thirty (30)** days of the employee's accumulated unused sick leave balance. In the event of an employee's death, such benefits shall be paid to the employee's designated beneficiary. If an employee who has been employed in the Department for at least three (3) full years voluntarily terminates employment with the Employer to pursue another employment opportunity, the employee shall be entitled to receive a maximum of twenty (20) days of the employee's accumulated unused sick leave balance. Except for the foregoing, an employee shall not be entitled to receive any accumulated unused sick leave balance.

Section 4. Bereavement pay shall be allowed for working days off (not to exceed 5 days) except in the case of travel or for personal business resulting from the death. The five (5) days shall not be deducted from accumulated sick leave. Said allowance shall apply in the case of the death of the employee's spouse, sibling, children, parents or the employee's spouse's parents, siblings or children. Bereavement pay shall be allowed for working days off (not to exceed 3 days) for the following: employee's/spouse's grandparents, step-parent, step-child, half brother, half sister, grandchild or in-law. Said allowance shall apply only in the event that the employee attends the funeral of the deceased relative. In the event an employee needs additional time off, the employee may use sick leave, compensatory time, personal days, or vacation time. This will be the only exception in which vacation time shall be used by the day if one week's vacation has already been used by the day.

Section 5. Employees with 100% attendance will receive a Three Hundred Dollar (\$300.00) bonus, employees who are absent or late one (1) day will receive Two Hundred Dollar (\$200.00), absent or late two (2) days and bonus will be One Hundred Dollar (\$100.00), more than two days per year no bonus.

Section 6. Injury Leave.

(a) All employees shall be entitled to pay at the Workers' Compensation rate (72% annual gross wages) for a service connected injury or disability sustained during the performance of his duties, subject to the obligation of the employee to reimburse the Employer as described below. It is the intention of the parties that the employee receives payment from the Employer only until such time as the employee starts to receive regular payments from Workers' Compensation. If the Employer disputes in good faith a claim of service connected injury or disability and the claim is denied, the Employer will have no obligations under this Article after the denial, and the employee shall be obligated to reimburse the Employer for all amounts paid to the employee

pursuant to this Section. Said pay shall not be deducted from the accumulated sick leave.

(b) Whenever an employee is prevented from performing his/her regular duties because of a service connected injury or disability, he/she shall be paid for the remaining hours of that work day and such time will not be charged to leave of any kind.

(c) Any employee who avails himself of injury leave shall apply for and turn over to the Employer the Worker's Compensation Benefits received for the period of time the employee is off work and paid by the Employer at the Workers' Compensation rate.

(d) Once an employee starts to receive Workers' Compensation benefits, the Employer shall cease to pay the employee. The Employer's payment to the employee will be made by general checks, not payroll checks.

Section 7. Special Leave.

(a) Jury Duty. An employee serving upon a jury or subpoenaed to be a witness in any court of law will be paid his regular wages for each day he or she is so serving, less whatever amount such employee may otherwise receive as compensation for jury or witness duty. Time so served shall be deemed active and continuous service for all purposes.

(b) Military Leave. Bargaining Unit employees who are members of the Ohio National Guard or any military reserve unit shall be granted military leave with pay when ordered to temporary active duty or when ordered to military training exercises not to exceed thirty-one (31) days per calendar year. Military leave pay shall be the difference between the employee's regular pay and service pay. The employee may, at his option elect to use accumulated vacation and receive vacation pay in lieu of military leave pay. An employee shall be granted a leave of absence without pay to serve in the armed forces of the United States of any branch thereof. Such leave shall last only for the initial enlistment or induction. Employees on military leave without pay shall continue to accrue seniority, and if the employee requests reinstatement within thirty-one (31) days of his discharge for military service the Employer shall reinstate the employee at the same rank as when he left (with full credit for prior seniority). The Employer may require the employee 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.

(c) Pregnancy Leave. A female employee who is pregnant or adopting a child less than one year of age shall be granted a leave of absence without pay for a period not to exceed two (2) months after release to work by her physician upon request by the employee in writing. If the employee is pregnant, such leave need not be taken until her condition interferes with the regular and satisfactory performance of her duties or in the case of adoption, until the date of obtaining custody. The Employer may require a statement from the employee's doctor that her condition will not interfere with the regular and satisfactory performance of her duties. During pregnancy leave, an employee will continue to accrue seniority for six (6) months after delivery date, and may continue to participate in the insurance benefits provided herein by payment of the group rate for such benefits. The Employer will pay the costs of benefits until six (6) weeks after delivery. Upon returning from pregnancy leave, an employee shall be reinstated at her former rank with seniority as described above.

Section 8. Leave Without Pay.

(a) The Employer may grant temporary leave without pay for a period not to exceed

thirty (30) days per calendar year upon a written request, and for good cause shown, and such requests will not be unreasonably denied.

(b) An employee who is unable to work due to sickness, injury or illness who has exhausted all available leave shall be granted leave without pay for up to one year if requested by the Employee in writing. Any employee granted leave, as set forth herein, without pay shall be reinstated at his or her former rank without loss of seniority, accrued to the date the leave without pay was taken, if physically and mentally competent to perform his or her duties.

ARTICLE 19 **HEALTH AND SAFETY**

Section 1. The Employer agrees to furnish, and to maintain in safe working condition, all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe conditions or practices to the Chief, and for properly using and caring for all tools and equipment furnished by the Employer.

Section 2. Adequate first aid equipment shall be provided at appropriate locations within the station and in each cruiser.

ARTICLE 20 **BULLETIN BOARD**

The Employer shall provide space for a bulletin board at the police station for the exclusive use of the Ohio PBA. There shall be a separate bulletin board for the posting of all departmental information.

ARTICLE 21 **APPLICATION AND INTERPRETATION OF WORK** **RULES, POLICIES AND DIRECTIVES**

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

Section 2. The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every employee shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished to the highest official of the Ohio PBA. Should any work rules conflict with law or with the specific provisions of the Agreement such rules shall be invalid to the extent of such conflict.

Section 3. It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all employees under similar circumstances. Any employee

against whom such rules, policies, and directives are enforced may challenge their uniformity of application or interpretation as to that employee.

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

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

Section 6. The Ohio PBA recognizes that it is the exclusive statutory duty of the Employer to establish general rules for the operation of the Department, however, pursuant to the last paragraph of Ohio Revised Code Section 4117.08, the Ohio PBA may request the Employer to meet to negotiate any rules which affect, (i.e. to have an effect on, influence, produce a change in) wages, hours, terms, and conditions of employment, or the continuation, modification, or deletion, of an existing provision of this Agreement, in which event negotiations shall commence within ten (10) calendar days. Should it become necessary to implement on an emergency basis any new rule or to change any existing rule which affects (i.e. to have an effect on, influence, produce a change in) wages, hours, terms and conditions of employment, or the continuation, modification, or deletion, of an existing provision of this Agreement, the Employer shall have the authority to do so with the understanding that the provision of the preceding sentence shall apply following implementation.

ARTICLE 22 **PERSONNEL FILES**

Section 1. It is recognized by the parties that the Employer may prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the Employer. However, every employee shall be allowed to review his or her personal file at any reasonable time upon request. If any employee is involved in a dispute regarding material contained in his personnel file, any Ohio PBA representative will also be granted access to this employee's personnel file at reasonable times. Records of any disciplinary actions shall be sealed in personnel files after a twelve (12) month period.

Section 2. For the duration of this Agreement, and any extension thereof, if any employee, upon examining his or her personnel file, has reason to believe that there are inaccuracies in those documents to which he or she has access, that employee may, write a memorandum to the Chief or his appropriate representative explaining the alleged inaccuracy. If upon investigation and challenge such allegations of inaccuracy are sustained, the inaccurate material shall be removed from the personnel file.

Section 3. Except as otherwise provided in this Article, and except for the Chief of Police, Administrator and Trustees, such files shall not be available for anyone without the prior written authorization for such review by the employee whose file or information therein is requested. Further, no information in an employee's personnel file will be shared with anyone from outside the Township of Weathersfield, except for their name, place of employment, date of employment and job classification.

ARTICLE 23
NO STRIKE - NO LOCKOUT

Section 1. The Ohio PBA agrees that neither it nor its officers, agents, or 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. The Employer agrees that neither it, nor its administration, officers, agents or representatives will authorize, instigate, cause, aid, condone or participate in any lockout of employees.

ARTICLE 24
DISCIPLINE

Section 1. Disciplinary action taken by the Employer shall only be for just cause.

Section 2. An employee who is disciplined shall be given written notice regarding the reason(s) for the disciplinary action. The employee shall be entitled to Ohio PBA representation at the time of any disciplinary notification or hearing.

Section 3. Prior to any discipline being imposed, the employee shall be given the opportunity to appeal to Step 3 of the grievance procedure contained in Article 26 of this Agreement.

If the employee's grievance is denied, then discipline shall be imposed and the employee shall be able to appeal the Step 3 decision to arbitration, as set forth in Article 27 of this agreement.

Section 4. In the event an employee is relieved of duty pending an investigation, such employee shall remain in paid status pending a hearing under Step 3 of the grievance procedure. The employee shall then be able to appeal the Step 3 decision to arbitration.

ARTICLE 25
UNION REPRESENTATION

Section 1. The parties recognize that it may be necessary for an employee representative of the Ohio PBA to leave a normal work assignment while acting in the capacity of representative. The Ohio PBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer in charge of the shift. The Employer will compensate a representative at the normal rate for the time spent in the good faith processing of grievances, and at any meetings at which the Employer requests a representative to be present.

Section 2. Members of the Negotiating Committee shall be allowed reasonable time off to

participate in collective bargaining meetings with the Employer, if held during an employee's regular working hours without loss of pay.

ARTICLE 26 **EMPLOYEE RIGHTS**

Section 1. An employee has the right to the presence and advice of an Ohio PBA representative at all disciplinary interrogations.

Section 2. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

Section 3. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer questions or participate in such investigation will be the basis of such a charge.

Section 4. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, the employees may record such interrogation if he has a recording device available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer's expense.

Section 5. An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 6. An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the Ohio PBA present when reviewing his file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 7. With respect to investigations which may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered. If, during the course of an investigation this is determined, the formal written notice will be prepared and delivered to the employee.

Section 8. In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent court action.

Section 9. All complaints by civilians which may involve suspension or discharge of an employee, shall be in writing and signed by the complainant. The Employer will furnish a copy of the

complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation.

Section 10. Records of disciplinary action that are more than one (1) year old shall, upon request of the employee, be removed from his or her personnel file and be expunged.

ARTICLE 27 **GRIEVANCE PROCEDURE**

Section 1. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2. For the purposes of this procedure, the below listed terms are defined as follows:

(a) **Grievance** — A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.

(b) **Grievant** — The "grievant" shall be defined as any employee or group of employees within the Bargaining Unit, or the Ohio PBA.

(c) **Party in Interest** — A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.

(d) **Days** — a "day" as used in the procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure.

(a) Except as Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of the Agreement involved in the grievance, the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.

(b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.

(c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer — wide controversy, it may be submitted at step 3.

(d) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the

administration and having said matter informally adjusted without the intervention of the Ohio PBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respect, be final, said adjustment shall not create a precedent or ruling binding upon the Employer or the union in future proceedings.

(e) The grievant may choose whomever he wishes to represent him at any Step of the grievance procedure after Step 1.

(f) The existence of the Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

(g) The time limits provided herein will be strictly adhered to and any grievance not filled initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically be sustained in favor of the grievant. The time limits specified for either party may be extended only by written mutual agreement.

(h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1. An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and an Ohio PBA representative, if such representation is requested by the employee, within five (5) days of the notice to the immediate supervisor, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2. If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief shall give his answer within five (5) days of the meeting.

Step 3. If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Township Trustees within five (5) days from the date of the rendering of the decision at Step 2. Copies of written decisions shall be submitted with the appeal. The Township Trustees or their designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his Ohio PBA representative and any other party necessary to provide the required information for the rendering of a proper decision. The Township Trustees or their designee shall issue a written decision to the employee and his Ohio PBA representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 28
ARBITRATION PROCEDURE

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the Ohio PBA may submit the grievance to arbitration, or the parties may agree to mediation. If such agreement is reached, the parties will promptly request a mediator the Federal Mediation and Conciliation Services. If such agreement is not reached, the parties will promptly request the Federal Mediation and Conciliation Services to submit a panel of arbitrators and will choose one by the alternative strike method.

Section 2. 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 any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 3. The hearing or hearings shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Services.

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

Section 5. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

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

ARTICLE 29
VACANCY AND PROMOTION

Section 1. There shall be no more than two (2) Sergeants or two (2) Lieutenants or one (1) Sergeant and One (1) Lieutenant at any given time during the term of this agreement. If there is a vacancy, the Employer shall post said vacancy for a period of not less than seven (7) calendar days and shall fill such vacancy within forty-five (45) days from the date the position was vacated. During the posting period any Bargaining Unit employee with a minimum of five (5) years experience with Weathersfield PD desiring such vacancy may submit a written bid to the Chief expressing his desire to be selected for such vacancy. If less than three (3) officers are eligible to apply for the promotion to Sergeant, then the limitation shall be reduced from five (5) years to three (3) years. No employee shall be considered for promotion during their probationary period. Bids submitted to the Chief after the close of the seven (7) day posting period shall not be considered.

Section 2. Following review of all applicants, the Employer shall select the most qualified employee applicant. If two (2) or more employee applicants are equally qualified for the vacant position, seniority shall be the prevailing factor in determining the selection. In the event no employee bids for such vacancy, the Employer shall make a selection from those outside applicants who meet the minimum qualifications for the position.

Section 3. Any Bargaining Unit employee selected to fill a vacancy shall be compensated at the applicable rate, inclusive of any applicable premiums, for the new position upon the effective date of assignment to the new position.

ARTICLE 30 **PROBATIONARY PERIOD**

Section 1. Each newly hired Bargaining Unit employee shall be required to serve an initial hire Probationary period of one (1) year. An initial hire probationary employee may be dismissed, without cause, at any time during his one (1) year probationary period.

Section 2. Any employee promoted to the position of Sergeant or Lieutenant shall serve a probationary period of one hundred and eighty (180) days. In the event said promoted employee fails to satisfactorily complete his probationary period, he shall be returned to the position he formerly held. In the event said employee is returned to his former position, such action will not be considered punitive or disciplinary in nature.

ARTICLE 31 **STAFFING AND SHIFT ASSIGNMENT**

Section 1. The Employer agrees to maintain a minimum of two (2) commissioned officers on all shifts at all times, one of which shall be a full-time permanent employee, provided sufficient funding in the Police Department Budget is available. Staffing will not be reduced below two (2) commissioned officers on a shift unless all part-time officers have been laid off.

Section 2. In the event that the Employer implements a fixed shift schedule, each employee shall have the opportunity to bid for the shift of his choice. If two (2) or more employees desire the same shifts and only one slot is available, the employee with the greatest seniority shall have preference.

Section 3. A lieutenant/sergeant cannot assert his seniority for a particular shift unless the shift to which he wants to be assigned has a vacancy for lieutenant/sergeant, as the case may be assigned with less seniority. A lieutenant/sergeant cannot "bump" a patrolman in the exercise of his seniority for shift preference. During the term of this Agreement, the Employer shall preserve the lieutenant/sergeant position.

Section 4. Shifts will be bid for annually in December. Said shifts will be bid for by seniority by Patrolman and by D.O.R. (Date of Rank) by Ranking Officers. Said shifts will commence the first full pay period in January.

ARTICLE 32
LABOR MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once every quarter on a mutually agreed to day and time, the Chief and/or his designee shall meet with not more than two (2) representatives of the Ohio PBA, only one (1) of which shall be allowed to be present on duty, to discuss those matters addressed in Section 2. Additional representatives may attend by mutual agreement.

Section 2. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The Ohio PBA shall also supply the names of those Ohio PBA representatives who will be attending. The purpose of such meetings shall be to:

- 1) Discuss the administration of this Agreement;
- 2) Notify the Ohio PBA of changes made by the Employer which affect Bargaining Unit employees;
- 3) Discuss the grievances which have not been processed beyond Step 3 of the Grievance Procedure but only when such discussions are mutually agreed to by the parties;
- 4) Disseminate general information of interest to the parties.
- 5) Discuss ways to increase productivity and improve efficiency;
- 6) Give the Ohio PBA representatives the opportunity to share the views of their members on topics of interest to both parties; and
- 7) To consider and discuss health and safety matters relating to employees.

Section 3. If special labor/management meetings have been requested, they shall be convened as soon as feasible.

ARTICLE 33
MANAGEMENT RIGHTS

Section 1. Except as specifically modified herein, the Employer retains the right to:

- 1) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public Employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- 2) Direct, supervise, evaluate, or hire employees;
- 3) Maintain and improve the efficiency and effectiveness of governmental operations;
- 4) Determine the overall methods, process, means, or personnel by which governmental operations are conducted;
- 5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- 6) Determine the adequacy of the work force;
- 7) Determine the overall mission of the Employer as a unit of government;
- 8) Effectively manage the work force;
- 9) Take actions to carry out the mission of the public Employer as a governmental unit.

Section 2. The Ohio PBA recognizes and accepts that all rights and responsibilities of the Employer, not specifically modified by this Agreement, shall remain the function of the Employer.

ARTICLE 34 **MISCELLANEOUS**

Section 1. Upon the prior written approval of the scheduling officer, employees shall be allowed by mutual agreement to trade days off on the same shift, or shifts where the employees are assigned to different shifts, which approval shall not be unreasonably withheld.

Section 2. For security purposes, employees shall have access to keys to all Employer's buildings.

Section 3. The Employer shall provide the Ohio PBA with space to hold business meetings when available.

Section 4. Employees shall receive a minimum of two (2) hours pay for attendance at departmental meetings when attending in an off-duty status.

Section 5. All of the Employer ordinances, resolutions and practices, etc. shall remain in full force and effect during the life of this Agreement, except to the extent that such ordinances, resolutions and practices, etc. conflict with the terms of this Agreement shall be deemed as superseding such ordinances, resolutions and practices, etc.

Section 6. The Employer will provide each full-time employee with fifty (50) rounds of ammunition for his duty weapon (type used) and ten (10) rounds for a twelve (12) gauge shotgun each year including all ammunition for qualifying.

Section 7. The Employer and employees hereby agree to the Drug Free Workplace Policy attached hereto as Appendix 2.

ARTICLE 35 **WAIVER IN CASE OF EMERGENCY**

Section 1. In case of a publicly declared emergency, defined as acts of God, or civil disorder declared by the President of the United States, the Secretary of Homeland Security, the Governor of the State of Ohio, the Weathersfield Township Trustees or the Federal or State Legislature, all provisions of this Agreement may be suspended by the Employer, except those provisions establishing rates of compensation.

Section 2. Upon termination of the emergency, if valid grievances had existed prior the declared emergency, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance [s]) had properly progressed.

ARTICLE 36
DURATION

Section 1. This Agreement shall become effective January 1, 2014, and shall continue in full force and effect until December 31, 2016. The parties shall commence negotiations for a new contract no later than October 15, 2016.

Section 2. Due to the December 31, 2016 expiration date of this Agreement, a fact-finder and/or conciliator, appointed in calendar year 2016, shall have the power to grant economic changes to the compensation package that are effective on or retroactive to January 1, 2017.

Section 3. **Mutually Agreed Upon Dispute Resolution Agreement**

The contract shall not be modified unless the parties mutually agree to the modification or are ordered to change as a result of conciliation. When the parties meet to negotiate a successor agreement, they agree to limit negotiations to wages, hours, terms, and conditions of employment as defined in the ORC in 4117 as in effect during the year 2010.

In the event negotiations for a successor agreement reach impasse, unless mutually waived, the parties will promptly request a mediator from the Federal Mediation and Conciliation Services. If such agreement is not reached, the parties will promptly request the State Employment Relations Board (SERB) or the Federal Mediation and Conciliation Services (FMCS) to submit a panel of five local neutrals and will choose one by the alternative strike method.

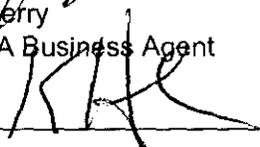
ARTICLE 37
EXECUTION

Entered into and signed by the parties this 10th day of December, 2013.

FOR THE OHIO PBA:

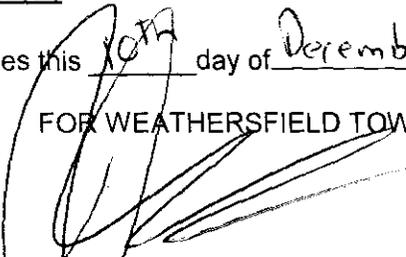


Jeffrey Perry
Ohio PBA Business Agent



Kris Hodge
Ohio PBA Negotiator

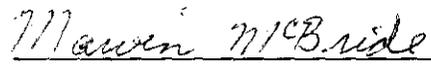
FOR WEATHERSFIELD TOWNSHIP:



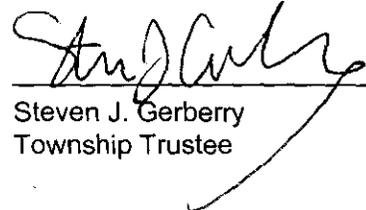
David Rouan
Township Administrator



Gil Blair
Chairman, Township Trustees



Marvin McBride
Township Trustee



Steven J. Gerberry
Township Trustee

Weathersfield Township

Effective Date: 01/01/2013

00087416-0000

Youngstown Chamber

APPENDIX 1

Health Insurance offered by Community Insurance Company

Blue Access Option 52 with Rx Option 8

	Network	Non-Network
Calendar Year Deductible (individual/family)	\$500 / \$1,500	\$1,000 / \$3,000
Annual Out-Of-Pocket Maximum (individual/family)	\$2,500 / \$5,000	\$6,000 / \$12,000
Physician Home and Office Services(per visit)(PCP/SCP)	\$20 / \$40	50%
Allergy injections	\$5	50%
Emergency Room Services: Facility/Other Covered Services	\$250/30%	\$250/30%
Urgent Care Center	\$75	50%
Inpatient/Outpatient Professional Services	30%	50%
Inpatient Facility Services (per admission)	30%	50%
Outpatient Hospital/Alternative Care Fac: Surgery (per visit)	30%	50%
Outpatient Services: Other (per visit)	30%	50%
Ambulance Services	30%	30%
Hospice Services	No Cost Share	No Cost Share

(PCP) means Primary Care Physician, (SCP) means Specialty Care Physician. Flat dollar copayments are excluded from the Out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the Out-of-pocket limits. Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other. Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a copayment & (%) coinsurance applies. No Cost Share means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% coinsurance means no coinsurance up to the maximum allowable amount.

Other Network Services:

Durable Medical Equipment, Orthotics, and Prosthetics
 Outpatient Therapies
 - Physical Therapy: 20 visit limit
 - Occupational Therapy: 20 visit limit
 - Manipulation Therapy: 12 visit limit
 - Speech Therapy: 20 visit limit
 - Cardiac Rehabilitation: 36 visit limit
 - Pulmonary Rehabilitation: 20 visit limit
 - Accidental Dental: \$3,000 limit
 Human Organ / Tissue Transplants
 No Cost Share

Non Biologically Based Mental Illness and Substance Abuse
 - Inpatient: 30 days
 - Outpatient: 30 visits
 - IP & OP S/A Rehab: 1 per benefit period
 - Biologically based mental illnesses are paid same as any other illness

Home Care Services

- 100 visits excludes Private Duty Nursing and IV Therapy

Private Duty Nursing

- \$50,000 annual/\$100,000 Lifetime Maximum

Prescription Drugs (Network Pharmacy)

- Retail (30-day Supply)

\$10 / \$35 / \$70 / 25% \$200 max up to \$2,500

- Home Delivery (90-day Supply)

\$10 / \$88 / \$175 / 25% \$200 max up to \$2,500

- 4th Tier per script max 30 day supply. Specialty medications are limited to a 30 day supply regardless of whether they are retail or home delivery.

- Member may be responsible for additional cost when not selecting the available generic drug.

- Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits

- For groups size 100+ - refill by mail, if requested, requires special pricing from Underwriting.

Benefit ID: 166810

Please note, as we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits

Weathersfield Township

Effective Date: 01/01/2013

00087416-0000
Youngstown Chamber

Blue View Vision Option 26

Plan Type: Full Service

Exam Copayment: \$10.00

Prescription Lenses (Pair) Copayment: \$20.00

No Cost Share (NCS) means no deductible, copayment or coinsurance up to the maximum allowable amount. However, a member may be responsible for any balance due after the plan payment, including, but not limited to, benefits that reflect No Cost Share.

Frequency Limits (Exam, Lenses and Frame or Contact Lenses): Exam-12 months/ Lenses-12 months/ Frames-24 months/ Contacts-12 months

Frame Allowance: \$130 Retail Value

Contact Allowance: \$130

The following Non-Network Reimbursement Schedule applies:

Exam up to \$42

Single vision lenses up to \$40

Bifocal lenses up to \$60

Trifocal lenses up to \$80

Elective contacts up to \$105

Non-elective contact lenses up to \$210

Frame up to \$45

Vision Contribution should match the medical. However, when it doesn't, it must be at least 25 percent of the total, but not less than 50 percent of the single rate. A minimum of 2 must be enrolled as well as at least 75% of net eligible.

Refer to your sales brochure(s) for benefit details and limitations

Optional Dental Coverage



Account Name: Weathersfield Township
 Group No: 00087416-0000
 Effective Date: 01/01/2013

SIC Code: 9111
 ZIP Code: 44440

Broker: Association Group Insurance Agency
 Account Executive: Nancy Kuzenko
 Association: Youngstown Chamber

Anthem Classic Dental Plan		
SERVICE AND DESCRIPTION	COVERAGE LEVEL ¹	
	In Network	Out-of-Network
Diagnostic and Preventive Services (No Waiting Period) Oral exams, x-rays, dental cleanings, topical fluoride application, sealants	100%	80%
Basic Services (No Waiting Period) Amalgam and composite restorations ² , space maintainers, emergency treatment for the relief of pain, basic extractions, brush biopsy	80%	60%
Endodontic, Periodontal and Oral Surgery (No Waiting Period) Endodontic Services Root canals, pulpal therapy, pulpotomy Periodontal Services Periodontal maintenance, periodontal scaling and root planing, osseous surgery Oral Surgery Surgical extractions, general anesthesia or intravenous sedation	50%	50%
Complex and Major Services (No Waiting Period) Restorative Services Permanent crowns or onlays, inlays ² Prosthetic Services ³ Removable prosthetic services (dentures and partials), fixed prosthetic services (bridges), removable and fixed prosthetic repairs.	50%	50%
Deductible Per person/family (calendar year) No deductible for diagnostic and preventive services or orthodontic services	\$50/\$150	
Calendar Year Plan Maximum Per Person	\$1,000	
Orthodontic Services (No Waiting Period) Covered dependent children 10 employee minimum enrollment	None	

¹Claim payments are based on the amount charged by the dentist or our Allowable Charge, whichever is less. If an out-of-network dentist charges more than our Allowable Charge, the patient is responsible for the difference. Dentists in our network agree not to charge more than their contractual agreement with us.

²Optional Treatment. Plan member receives the benefit for the least costly, commonly performed course of treatment. The plan member is responsible for the balance of the treatment cost.

³24-month missing tooth exclusion applies to all prosthetic services

Rates are proposed for an effective date of 01/01/2013. Rerate is required after this date. Final rates will be based on the actual effective date. Rates are based upon SIC #9111, located primarily in the 44440 zip code area. Final rates will be based upon the actual location, enrolled census, final benefits selected, and the underwriting rules in effect upon acceptance by Community Insurance Company and Anthem Life. This proposal is subject to underwriting approval by Community Insurance Company and Anthem Life; please do not cancel your coverage until the application has been approved in writing. This benefit description is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the group contract. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Yes, I want to enroll my employees in the dental coverage listed above. By signing this line, I understand that I will begin being billed with my next premium statement.

 Authorized Signature

 Date

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company
 Independent licensees of the Blue Cross and Blue Shield Association
 Registered marks, Blue Cross and Blue Shield Association
 Life and Disability products are underwritten by Anthem Life Insurance Company
 Anthem Life is an independent licensee of the Blue Cross and Blue Shield Association

Appendix 2

Drug-Free Workplace Policy

Purpose and Goal

Weathersfield Township is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment. Weathersfield Township encourages employees to voluntarily seek help with drug and alcohol problems.

Covered Workers

Any individual who conducts business for the Weathersfield Township, is applying for a position or is conducting Weathersfield Township business on Weathersfield Township's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to managers, supervisors, full-time employees and part-time employees.

Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for Weathersfield Township. Therefore, this policy applies during all working hours, whenever conducting business or representing Weathersfield Township.

Prohibited Behavior

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

Notification of Convictions

Any employee who is convicted of a criminal drug violation must notify Weathersfield Township in writing within five calendar days of the conviction. Weathersfield Township will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

Searches

Entering Weathersfield Township's property when going to work constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of lockers, desks and work stations and vehicles and equipment.

Drug Testing

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records.

Each employee, as a condition of employment, will be required to participate in pre-employment, post-accident, reasonable suspicion, return-to-duty and follow-up testing. An Alcohol reading of 0.04 or less is not considered positive test.

The substances that will be tested for are: Amphetamines, Cannabinoids (THC), Cocaine, Opiates and Phencyclidine (PCP).

Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Any employee who tests positive will be subject to a disciplinary hearing immediately.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

Consequences

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may not reapply.

If an employee violates the policy, he or she will be disciplined severely.

Assistance

Weathersfield Township recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.

Treatment for alcoholism and/or other drug use disorders will be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee once the insurance limits are reached.

Confidentiality

All information received by the Weathersfield Township through the drug-free workplace program is a confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.

Communication

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program, all employees will receive a written copy of the policy. In addition, all will receive annual training.

DANIEL DANILUK, LLC
ATTORNEYS AT LAW

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January 13, 2014

State Employment Relations Board
695 East State Street
12th Floor
Columbus, Ohio 43215

RE: COLLECTIVE BARGAINING AGREEMENT BETWEEN WEATHERSFIELD TOWNSHIP
AND OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

To Whom It May Concern:

Enclosed please find a copy of the executed Collective Bargaining Agreement between Weathersfield Township and the Ohio Patrolmen's Benevolent Association. Also, please find the executed 2014 Public Employer Annual Information Report.

Should you have any questions or comments, please feel free to contact me.

Sincerely,



Cherry Lynne Poteet
Attorney at Law

CLP/dm
Enclosures