

2354-01
14-MED-03-0354
K 31921

STATE EMPLOYMENT
RELATIONS BOARD

2015 FEB 11 PM 2:12

AN AGREEMENT

between

TOWNSHIP OF CHAMPION

and

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

All Full-Time Police Officers

serving as Patrolman,

Including Lt. Chris Redick but excluding

the Chief of Police

EFFECTIVE: May 1, 2014

EXPIRES: April 30, 2017

TABLE OF CONTENTS

ARTICLE #	PAGE #
1. Preamble.....	1
2. Purpose and Intent.....	1
3. Recognition.....	1
4. Dues Deduction & Fair Share.....	2
5. Management Rights.....	2
6. Employee Rights.....	3
7. No Strike.....	5
8. Discipline.....	5
9. Association Representation.....	6
10. Grievance Procedure.....	6
11. Arbitration Procedure.....	9
12. Non-Discrimination.....	10
13. General and Plural.....	10
14. Obligation to Negotiate.....	10
15. Conformity to Law.....	11
16. Duty Hours.....	11
17. Overtime Pay and Court Time.....	11
18. Holidays.....	12
19. Vacations.....	13
20. Sick Leave.....	13
21. Personal Leave.....	15
22. Funeral Leave.....	15
23. Injury Leave.....	16
24. Jury Duty Leave.....	16
25. Compensation.....	16
26. Promotions.....	17
27. Training.....	17
28. Uniform Allowance.....	18
29. Insurance.....	18
30. Miscellaneous.....	19
31. Seniority.....	19
32. Health and Safety.....	20
33. Military Leave.....	21
34. Bulletin Board and Ballot Boxes.....	21
35. Drug Testing.....	21
36. Layoffs.....	22
37. Pensions.....	22
38. Savings Clause.....	23
39. Duration of Agreement.....	23
40. Execution.....	24

TABLE OF CONTENTS (ALPHABETICAL)

Arbitration Procedure.....	9
Association Representation.....	6
Bulletin Board and Ballot Boxes.....	21
Compensation.....	16
Conformity to Law.....	11
Discipline.....	5
Drug Testing.....	21
Dues Deduction & Fair Share.....	2
Duration of Agreement.....	23
Duty Hours.....	3
Employee Rights.....	15
Execution.....	24
Funeral Leave.....	15
General and Plural.....	10
Grievance Procedure.....	5
Health and Safety.....	20
Holidays.....	12
Injury Leave.....	16
Insurance.....	18
Jury Duty Leave.....	16
Layoffs.....	22
Management Rights.....	2
Military Leave.....	21
Miscellaneous.....	19
Non-Discrimination.....	10
No Strike.....	5
Obligation to Negotiate.....	10
Overtime Pay and Court Time.....	11
Pensions.....	22
Personal Leave.....	15
Preamble.....	1
Promotions.....	17
Purpose and Intent.....	1
Recognition.....	1
Savings Clause.....	23
Seniority.....	19
Sick Leave.....	13
Training.....	17
Uniform Allowance.....	18
Vacations.....	13

ARTICLE 1
PREAMBLE

This Agreement is hereby entered into by and between Champion Township, hereinafter referred to as the Employer, and The Ohio Patrolmen's Benevolent Association, hereinafter to as the OPBA.

ARTICLE 2
PURPOSE AND INTENT

In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following:

- 1) To recognize the legitimate interests of the employees or the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment.
- 2) To promote fair and reasonable working conditions.
- 3) To promote individual efficiency and service to the Employer.
- 4) To avoid interruption or interference with the efficient operation of the Employer's business. and.....
- 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3
RECOGNITION

Section 1: The Employer agrees that it has and will continue to recognize the O.P.B.A as exclusive representative pursuant to law for negotiating wages, hours of work, and all other terms and conditions of employment required by law unless modified herein for the following bargaining unit positions:

All full-time Champion Township Police Officers serving as a Patrolman, Police Officers serving as Sergeant and Lieutenant, Chris Redick. The Chief of Police and all other employees of Champion Township are hereby excluded

Section 2: The Employer will furnish the O.P.B.A with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such lists will be furnished upon request by the O.P.B.A.

ARTICLE 4
DUES DEDUCTION & FAIR SHARE FEE

Section 1: During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the O.P.B.A and the regular monthly O.P.B.A 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 employee in the Champion Township Police Department for whom the Employer is currently deducting dues.

Section 2: The initiation fees, dues or assessments so deducted shall be in the amounts

established by the O.P.B.A from time to time in accordance with its Constitution and Bylaws. The O.P.B.A shall certify to the Employer the amounts due and owing from the employees involved.

Section 3: The Employer shall deduct dues, initiation fees 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 4: A check in the amount of the total dues withheld from those employees authorizing dues deduction shall be tendered to the Treasurer of the O.P.B.A within thirty (30) days from the date of making said deductions.

Section 5: All members of the bargaining units, as identified in Article 3 of this Agreement, must within sixty (60) days after their hire, shall either

- 1) maintain their membership in the O.P.B.A,
- 2) become members of the O.P.B.A, or
- 3) pay a service fee to the O.P.B.A in an amount not to exceed the annual dues for membership in the O.P.B.A, as a condition of employment, all in accordance with the Ohio Revised Code Section 4117.09. In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fees in the same manner as dues are deducted as specified in the Article.

ARTICLE 5

MANAGEMENT RIGHTS

Section 1: Pursuant to 4117.08 (0) of the Ohio Revised Code, and to the extent otherwise limited or modified by this Agreement, the Township retains the right and responsibility to:

- A. Determine matters of inherent managerial policies, which includes, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
- B. Direct, supervise, evaluate, regulate, schedule or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be continued;
- E. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take action necessary to carry out the mission of a public employer as a governmental unit.

ARTICLE 6

EMPLOYEE RIGHTS

Section 1: An employee has the right to the presence and advice of an O.P.B.A. 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 such 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 reasonable 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 employee 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 O.P.B.A 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: In the course of an internal affair 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 8: 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 the employee is notified of the investigation.

Section 9: Records of disciplinary action other than reprimands that are more than two (2) years old shall be removed from his or her personnel file and be expunged, provided no additional reprimands of like nature have been placed into the Employee's personnel file. Records of reprimands that are more than nine (9) months old shall be removed from the employee's personnel file and be expunged, provided no additional reprimands of like nature have been placed into the Employee's personnel file. This request will not be placed in the employee's personnel file.

Section 10: There shall be only one (1) personnel file maintained for each employee, and it shall contain all disciplinary information relevant to the employee as prescribed herein. The Township Fiscal Officer shall also maintain a personnel file, which shall only contain dates of hire and other

matters pertaining to compensation and benefits.

Section 11: Each employee shall have access to all information contained in his personnel file upon reasonable notice to the Chief of Police or Township Fiscal Officer. Each employee shall also be permitted copies at the Employer's cost.

ARTICLE 7 **NO STRIKE**

Section 1: The Employer and the O.P.B.A agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the O.P.B.A to avoid work stoppages and strikes.

Section 2: Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted sick leave or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Section may be grounds for discipline. The O.P.B.A shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided that the O.P.B.A meets all of its obligations under this Article.

Section 3: The O.P.B.A shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the No Strike clause. In the event of a violation of the No Strike clause, the O.P.B.A shall promptly notify all employees, in a reasonable manner, that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the O.P.B.A. The O.P.B.A shall advise the employees to return to work immediately.

Section 4: The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE 8 **DISCIPLINE**

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

Section 2: A non-probationary employee who is suspended, demoted, or discharged shall be given written notice regarding the reason (s) for the disciplinary action. The employee shall be informed of the right to confer with a representative of the O.P.B.A.

Section 3: Prior to any discipline being imposed, the employee shall have the right to appeal through Step 3 of the grievance procedure contained in Article 10 of this Agreement. The employee shall then be able to appeal the Step 3 decision to arbitration, as set forth in Article 11 of this Agreement.

ARTICLE 9
ASSOCIATION REPRESENTATION

Section 1: The parties recognize that it may be necessary for an employee representative of the O.P.B.A to leave a normal work assignment while acting in the capacity of representative. The O.P.B.A 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.

Section2: Members of the Negotiating committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours without loss of pay.

Section 3: Director (s) of the O.P.B.A shall be allowed to change their shift so long as it does not create overtime for the purpose of attending O.P.B.A Director meetings.

ARTICLE 10
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 OPBA.
- 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 this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

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

- A. Except at Step 1, all grievances shall include the name and position of the Grievant, the identity of the provisions of this 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 the 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 more than two (2) employees working in different locations, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 2.
- 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 O.P.B.A, provided that the adjustment is consistent with the terms of the 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 respects be final, said adjustment shall not create a precedent or ruling binding upon the Employer 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 this 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 filed 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 seven (7) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and an O.P.B.A representative, if such representation is requested by the employee, within seven (7) days of the notice given 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 in writing by the

Grievant and presented as a grievance to the Chief within seven (7) 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 seven (7) 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 ten (10) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Township Trustee 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 O.P.B.A 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 O.P.B.A representative within ten (10) 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 contained in Article 11.

ARTICLE 11
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 Grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the American Arbitration Association 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 Voluntary Arbitration of the American Arbitration Association.

Section 4: The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be shared 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 a subpoena and shall be compensated at his 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 3 employees who will be paid if not on duty.

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 12
NONDISCRIMINATION

Section 1: The Employer and the O.P.B.A agree not to discriminate against any employee (s) on the basis of race, religion, color, creed, national origin, age, sex, disability, marital status, or other classifications protected under the law, or for the purpose of evading the spirit of this Agreement.

Section 2: The O.P.B.A expressly agrees that membership in the O.P.B.A is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

ARTICLE 13
GENERAL AND PLURAL

Whenever the context so requires, the use of the 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 the genders. By the use of either the masculine or feminine genders it is understood that said use for convenience purposes only and is not to be interpreted to be discriminatory by reason of gender.

ARTICLE 14
OBLIGATION TO NEGOTIATE

Section 1: The Employer and the O.P.B.A acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement.

Section 2: Therefore, for the life of this Agreement, the Employer and the O.P.B.A each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 15
CONFORMITY TO LAW

Section 1: This Agreement shall supersede any present and future State and Local Laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 2: If the enactment of legislation, or a determination by a court of final and competent jurisdiction, (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portions thereof had not been included herein.

ARTICLE 16
DUTY HOURS

Section 1: The normal workday shall consist of eight (8) consecutive hours within a twenty-four (24) hour period. The normal work week shall be forty (40) hours based on five (5), eight (8) hour work days and two (2) consecutive days off other than in an emergency or unless otherwise mutually agreed to by the Chief of Police (or his designee) and the employee (s) involved.

Section 2: During the term of this Agreement, the work shifts shall be as follows: 11:00 p.m. to 7:00 a.m. = 3rd shift; 7:00 a.m. to 3:00 p.m. = 1st shift; 3:00 p.m. to 11:00 p.m. = 2nd shift. If the Chief of Police determines that a p.m. to a.m. power shift is necessary, he shall have the option of establishing the hours of said shift. The parties understand that in cases of a civil emergency or economic necessity, the hours listed above may be changed.

ARTICLE 17
OVERTIME PAY AND COURT TIME

Section 1: All employees, for work performed in excess of forty (40) hours in one week as defined in Article 16 or in excess of an eight (8) hour workday as defined in Article 16, shall be compensated, at the employee's election, either at:

- a. The rate of one and one-half (1-1/2) times the employee's regular hourly rate for all over time or
- b. Compensatory time computed at the same rate to be taken in the future as approved by the Chief of Police.

Section 2: Employees who opt for compensatory time off in lieu of cash will be entitled to accrue a maximum of eighty (80) hour's compensatory time per six (6) month period. Compensatory time will be cleared and paid in the pay periods closest to January 1 and July 1. Employees may opt to carry over up to eighty (80) hours of compensatory time provided they inform the Township Clerk fifteen (15) days prior to the pay periods mentioned above.

Section 3: Employees called in to work or are required to attend a meeting at work when the employee is not on duty, shall be compensated not less than four (4) hours at the appropriate rate pursuant to those hours actually worked by the employee during the week in which the meeting is held, subject to the election of the method in which compensation is to be received as set forth within Section 1 of this Article.

Section 4: Employees in an off duty status, who must appear in court, meet with the Municipal Prosecutor, County Prosecutor, Parking Commission, or for a civil case in reference to their official duties as law enforcement officers, will receive a minimum of two and one-half (2.5) hours pay per case under the terms of Section 1 above.

Section 5: The provisions of this Article 17 shall not be interpreted to provide for the pyramiding of overtime hours and/or earnings.

ARTICLE 18
HOLIDAYS

Section 1: All employees shall receive the following paid holidays:

January 1, New Year's Day
3rd Monday in January, Martin Luther King Day
3rd Monday in February, Washington-Lincoln's Birthday
Easter Sunday
Last Monday in May, Memorial Day
July 4, Independence Day
1st Monday in September, Labor Day
2nd Monday in October, Columbus Day
November 11, Veterans Day
4th Thursday in November, Thanksgiving Day
December 25, Christmas Day

The employee must work the last scheduled day before the holiday and the first scheduled day following the holiday, if it is within 24 hours of the actual holiday, in order to receive payment for the holiday. However, absence on either or both of said days shall not make an employee ineligible for holiday pay provided such absence is due to an approved medical leave of absence not to exceed two (2) weeks, or is on a paid vacation, personal day or compensatory time.

A separate payroll check shall be issued by the Employer to each employee for eighty-eight (88) hours Holiday pay. This check shall be issued on the first regular pay period in November of each year.

Section 2: Any employee who is required to work any of the above listed holidays shall be entitled to compensation at the rate of time and one-half the employee's regular hourly rate for the hours actually worked that holiday.

ARTICLE 19
VACATIONS

Section 1: Each employee shall earn and be entitled to paid vacation each anniversary year in accordance with the following schedule:

<u>Length of Service</u>	<u>Days</u>
After one (1) year	10
After five (5) years	15
After ten (10) years	20
After fifteen (15) years	25

Section 2: Vacation time shall be taken at a time approved of by the Chief of Police.

Section 3: An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department within Champion Township should he elect such a transfer.

Section 4: Any employee who quits or retires and has unused vacation time shall receive such vacation time.

Section 5: All members of the bargaining unit may carry over up to one (1) week of unused vacation time into the succeeding anniversary year, and/or cash out up to one week.

Section 6: An employee who has been employed for a length of time so that the employee is eligible for five (5) weeks vacation or more in any one anniversary year, shall be allowed to accumulate up to one (1) week of vacation time each year to be applied in a manner to permit the retirement of the employee earlier than the retirement date to which the employee would otherwise be entitled. The length of such early retirement shall be equal to the number of weeks saved pursuant to this paragraph.

Section 7: The provisions of Section 9.44 of the Ohio Revised Code in effect of May 1, 1990 shall govern the amount of prior service credit an employee is entitled to in the determination of the amount of vacation leave an employee is to be awarded pursuant to Section 1 herein.

ARTICLE 20 **SICK LEAVE**

Section 1: Sick leave shall be defined as an absence with pay necessitated by:

1. illness or injury to the employee
2. exposure by the employee to contagious disease communicable to other employees
3. serious illness, injury or death in the employee's immediate family
4. pregnancy and childbirth of the employee or childbirth of the employee's spouse

Section 2: All employees shall earn Sick Leave at the rate of 4.6 hours, with pay, for each eighty (80) hours of service and may accumulate such sick leave without a limit. In the event the rate of sick leave is mandated to be increased to the benefit of Police Officers by the Ohio Legislature, then employees shall earn sick leave in accordance with the new statutory requirement.

Section 3: Sick Leave may be used in segments of not less than one (1) hour.

Section 4: When the use of Sick Leave is due to illness or injury in the immediate family; immediate family shall be defined to include:
the employee's spouse, children or parents residing with the employee.

When the use of Sick Leave is due to death in the immediate family, immediate family shall be defined to only include:

the employee's mother, father, spouse, child, brother, half-brother, sister, half-sister, father-in-law, mother-in-law, grandparents, grandchildren, wards and stepchildren.

Section 5: An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated Sick Leave to the new department.

Section 6: Any employee of the Employer hired prior to May 1, 1990, who has accumulated Sick Leave earned from being employed by the State of Ohio or any political subdivision of the State of Ohio and who has become employed by the Employer within then (10) years from his termination from such public Employer shall be allowed to transfer said accumulation to his Sick Leave accumulation with the Employer. Any employee hired after May 1, 1990 shall not be entitled to transfer any sick leave accumulated from another public Employer.

Section 7: Accrued Sick Leave: Accrued sick leave shall be paid to bargaining unit employee at one hundred percent (100%) at retirement, or resignation as follows:

1. Ten, or fewer years of service: one fourth (1/4) of the total accumulated sick leave.
2. After Ten (10) years of service: three Hundred (300) hours of the total accumulated sick leave.
3. After Fifteen (15) years of service: Four Hundred and fifty (450) hours of the total accumulated sick leave.
4. After Twenty (20) years of service: Six Hundred (600) hours of the total accumulated sick leave.

If an employee dies, while employed by the Township, the sick leave shall be paid to the surviving spouse, or if no spouse survives, to a dependent of the employee's household at one hundred percent of the total accumulated sick leave up to a maximum of 600 hours.

Section 8: An employee eligible for cash payment pursuant to Section 7 above, may at his option elect to take an early retirement with the monetary value of such cash payment being applied toward said early retirement upon approval of PERS. The affected employee will give the Employer written instruction to make such accumulated sick time payment to the purchase of PERS service requirements, pursuant to such payment plans as PERS will permit the Employer.

Section 9: Employees attaining perfect attendance will receive a \$150 bonus for each six months. Employees using eight (8) hours or less of sick leave will receive a \$100 bonus for each year. The effective time periods for this provision shall be the closest pay period to:

May 1st and November 1st of each year and May 1st for eight (8) hours or less.

The following are not to be discounted against perfect attendance:

vacations, compensatory time, bereavement, union directors (two meetings per year), two (2) personal days granted by Article 21, Section 1 of the existing Agreement, jury duty, or military leave.

ARTICLE 21 **PERSONAL LEAVE**

Section 1: All employees shall, in addition to all other leave benefits, be granted two (2) personal leave days each year with no accumulation thereof from year to year. These two (2) days shall be taken with pay with no loss of sick leave accrued.

Section 2: Personal days shall only be taken with the approval of the Chief of Police.

ARTICLE 22 **FUNERAL LEAVE**

Section 1: An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) workdays for each death in his immediate family.

Section 2: The Board of Trustees at their discretion may grant additional time if extenuating circumstances prevail and may be posted against sick time by the Employer.

Section 3: Proof of death must be furnished upon request.

Section 4: Immediate Family shall include spouse, children, stepchildren, parents, stepparent, grandparents, brothers, half-brothers, sisters, half-sisters, parents-in-law, grandchildren and wards.

ARTICLE 23
INJURY LEAVE

Section 1: When an employee is injured in the line of duty while actually working for the Employer, he shall be eligible for a paid leave not to exceed one hundred and eighty (180) calendar days, providing he files for Workers Compensation and signs a waiver assigning to the Employer those sums of money (temporary total benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

Section 2: If at the end of this one hundred and eighty (180) day period, the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional one hundred and eighty (180) calendar day period.

Section 3: Whenever an employee is required to stop working due to a service connected injury or disability; the employee shall be paid for the employee's remaining hours of work that day.

ARTICLE 24
JURY DUTY LEAVE

Any employee who is called for jury duty or is subpoenaed to be a witness in any court of law shall be paid his or her regular wages, less any compensation received from such court for jury or witness duty.

ARTICLE 25
COMPENSATION

Section 1: Effective May 1, 2014, Patrolmen shall be paid according to the following scale:

Seniority

Hourly Wage

Hire	18 months	80%
18 months	36 months	85%
36 months	48 months	90%
48 months	60 months	95%
Senior patrol	60 months +	100%

First of the week closest to:

May 1, 2014	2.75% increase	\$21.19
May 1, 2015	2.75% increase	\$21.77
May 1, 2016	2.75% increase	\$22.37

Section 2: During the term of this Agreement, the Sergeant position shall be paid according to the following scale:

First of the week closest to:

May 1, 2014	2.75% increase	\$22.75
May 1, 2015	2.75% increase	\$23.37
May 1, 2016	2.75% increase	\$24.02

Section 3: During the term of this Agreement, Lieutenant Chris Redick shall be paid according to the following scale:

First of the week closest to:

May 1, 2014	2.75% increase	\$24.68
May 1, 2015	2.75% increase	\$25.36
May 1, 2016	2.75% increase	\$26.06

Section 4: During the term of the Agreement, longevity shall be paid on the employees' anniversary date according to the following scale:

<u>Seniority</u>	<u>Longevity Amount</u>
5 years of service	.13 cents per hour
12 years of service	.25 cents per hour
18 years of service	.37 cents per hour
24 years of service	.49 cents per hour

Section 5: Shift differential of twenty-five cents per hour to all shifts except day turn.

ARTICLE 26
PROMOTIONS

Section 1: Employees understand the managerial right to promote and the Employer and employees realize that a promotion is not based on departmental seniority alone.

ARTICLE 27
TRAINING

Section 1: The O.P.B.A and Employer recognize the importance of police officers updating and increasing their working skills. The Employer shall attempt to give each officer an opportunity to attend training seminars and schooling during the year. This training will be separate from monthly departmental training and will be beneficial both to the Employer as well as the employee attending.

Mandatory Training

The Police Chief may schedule mandatory departmental training to a maximum of forty (40) hours (not to exceed 8 times) per year where the attendance of the employees is required. If the employer requires an employee's attendance at an educational course, or if such schooling or instruction is approved by the Board of Trustees, and if such courses or instruction is offered during scheduled work hours for the employee, then he shall receive his regular hourly wage for such attendance.

Non-mandatory Training

The Police Chief will post and offer all training in an equitable fashion and all requests for training shall be submitted to the Police Chief as early as possible; but always before the start of the class.

By a quartermaster system each employee may request up to \$750.00 be paid out of his/her Equipment and Training Fund in expenditures during the duration of this contract for job related equipment and/or training which has the approval of the Police Chief and Champion Township Board of Trustees.

Employees will not be compensated for NON-MANDATORY educational courses which are requested by the employee and which are held during non-duty hours. But, if an employee completes 24 hours (start of class to end of class) of approved, unpaid, non-mandatory training in a contract year, the employee would earn 2 paid personal holidays once the employee provides proof of attendance to the Police Chief.

1-3 days of approved training will be the employee's days off or traded days off or if necessary, 1 day of 3 concurrent days of training can be an unpaid leave. Any other approved training days can be paid time off from the employee's accumulated leave.

The approved training would be paid for out of the employee's training fund if monies are available in the employee's fund.

The request shall be granted like other time off, on a first come basis. Request for attending such classes shall not be unreasonably denied.

Section 2: Employees who attain or have attained an Associate's Degree in a law-enforcement related field shall receive a lump sum payment of \$100.00 Employees who attain or have attained a Bachelor's Degree shall receive a lump sum payment of \$200.00. It is understood this payment shall be paid in the pay period ending closest to May 1 of each year.

ARTICLE 28
UNIFORM ALLOWANCE

Section 1: Effective May 1, 2005, all non-probationary Full-Time employees shall receive an annual Uniform Allowance in the amount of seven hundred fifty dollars (\$750). This amount will be increased to seven hundred seventy five dollars (\$775) on May 1, 2006, and to eight hundred dollars (\$800) on May 1, 2007. This amount shall be paid by separate check in the pay period closest to June 1 of each year.

ARTICLE 29
INSURANCE

Section 1: The Employer shall provide comparable hospitalization and medical insurance as in effect as of the date of execution of this Labor Agreement. The Employer agrees to pay all necessary premiums for the maintenance of such insurance coverage. The employee agrees that beginning the first day of the pay period following the execution of the contract, to pay two (2) percent of their gross pay (paid each pay period) to help cover said costs. This deduction shall be taken before taxes if permissible under law. While it is understood that benefit levels will be substantially similar, approval of each package of proposed changes to the township benefit plan will not be unreasonably withheld, by a majority of the bargaining unit.

Effective with the new insurance policy, all co-pays (i.e.: drug and doctor visits) shall increase by \$5.00.

Single Plan: The employee will pay the deductible up to \$250.00 annually
Family Plan: The employee will pay the deductible up to \$500.00 annually

Cost Containment Committee

The Employer and employee shall convene a cost containment committee comprised of one member from each bargaining unit in the Township, and one management staff person in the Township, and the Township Fiscal Officer and the Board of Trustees for the purpose of reviewing and recommending improvements, changes, modifications, amendments and cost control measures to the Board of Trustees for the changes in cost or coverage of hospitalization and medical benefits. The committee will do its best to maximize the level of benefits within a reasonable cost structure.

Section 2: The Employer will provide and pay the full premium for all Full-Time employees for a life insurance policy in the face value of twenty-five thousand dollars (\$25,000).

ARTICLE 30 MISCELLANEOUS

Section 1: In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination if such examination is not conducted during the employees regularly scheduled work hours.

Section 2: Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such employee arising from or because of any action on or in any action by such employee in the scope of employment.

Section 3: The Employer will provide post-shooting trauma counseling to employees involved in a work related shooting incident.

Section 4: If during a confrontation when an employee is called to duty or action because of his job function, whether on or off duty, the Employer agrees to reimburse the employee for any damaged clothing or personal items, excluding motor vehicles. This will only take place if the Court does not require the offender to pay for restitution.

Section 5: The Employer shall continue to make contributions into the Public Employees Retirement System of the State of Ohio at the rate of 9.5% calculated via the Fringe Benefit PERS pickup method.

Section 6: Off duty jobs may not conflict with scheduled working hours, unless prior approval is obtained from the Chief of Police.

Section 7: Employees must maintain a valid driver's license and must notify the employer of any violation. The employer has the right to verify the employees' driving record.

Section 8: Champion Township has the right to employ a maximum of 5 Reserve Police Officers. These Reserve Officers will not be used to fill shifts while a Police Officer is on a lay-off status, and will not be used to avoid overtime opportunities for bargaining unit members. Overtime will be offered to Police Officers before the hours are offered to Reserve Police Officers. No shift shall be operated without a full-time Police Officer unless the shift has been refused by all full-time Police Officers. All Police Officers understand that they will still be required to return to work, regardless of their schedule, when extraordinary circumstances require such.

Section 9: Champion Township will provide an Orientation to each Reserve Police Officer prior to allowing the Reserve Police Officer to patrol independently. The Police Chief and Township Trustees will develop an Orientation that will provide the Reserve Police Officer exposure to each shift and various Police Officers. When a Police Officer functions in the position as a Trainer for a Reserve Police Officer as part of the Orientation Program, the Police Officer will be paid an additional \$.25 per hour for the hours that the Police Officer is conducting the Orientation Program with the Reserve Police Officer.

Section 10: Champion Township Police Officers may maintain a Dual Commission and utilize this Dual Commission only when they have a pre-approved day off from their scheduled shift at Champion Township. Dual commission hours may be worked during an employee's scheduled day off or time off for vacation, when it is approved in advance prior to the schedule being posted. While working in a dual commission capacity, employees are not allowed to use Township equipment or uniforms. Working as a dual commission Police Officer cannot interfere with the operations, schedule, attendance or coverage of the Champion Township Police Department.

ARTICLE 31 **SENIORITY**

Seniority is the total service of an employee as a sworn Full-Time police officer in the Township, including other services as mandated under the statutes of the State of Ohio. Total service shall be limited to all periods during which the member was a Full-Time police officer for Champion Township.

ARTICLE 32 **HEALTH AND SAFETY**

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

Section 2: The Employer shall furnish each employee, while on duty, the following equipment:

- On Duty Weapons
- Gun Belt
- Holster
- Handcuffs (1)
- Handcuffs Case (1)
- Ammunition Factory Load
- Baton
- Baton Holder

Magazine Case
Flashlight (Key-Lite)
Magazines (2)
Bullet Proof Vest (Threat level 2, American Armor or Equivalent and properly fitted)
Complete Set of Brass (Including buttons and name tags)
Walkie Talkie Holder

The Employer shall provide all other equipment that from time to time may be deemed upon advice of the Chief of Police and ratification of the Board of Trustees necessary for the safety and protection of employees while on duty.

Section 3: By a quartermaster system each employee may request up to \$750.00 be paid out of his/her Equipment and Training Fund in expenditures during the duration of this contract for job related equipment and/or training which has the approval of the Police Chief and Champion Township Board of Trustees.

The request for equipment must be for items other than uniform or uniform maintenance. Employees may combine their Equipment and Training funds in making requests for the purchase of equipment under this section. All equipment purchased pursuant to this paragraph is and remains Township property. Any requests and purchases pursuant to this paragraph must be approved by the Chief of Police and Champion Township Board of Trustees.

Section 4: Whenever a matter arises that the employees determine should be discussed with the Employer, the bargaining unit may request a meeting with the Employer. These meetings are for the express purpose of avoiding possible grievances and must not bypass the normal chain of command.

Section 5: Bullet Proof Vests provided by the Employer shall be replaced every five (5) years, upon the expiration of the vest's ballistic warranty. Vests shall be replaced only for those officers who wear them on a continuing daily basis. The Employer will purchase the vest of the officer's choice and make direct payment to the supplier. Said purchase price shall be based on the current market price. Continued daily basis shall be defined as scheduled working hours, during which the employee is working for the Township. The Chief of Police may be required to support the fact that an officer wears his/her vest continually. No regulations shall be adopted to force any officer to wear his/her vest, but the Township shall not be held liable for any injuries resulting from such a decision.

Section 6: Officers shall not be required to wear 8-point hats in any situation, which may compromise the safety of the officer.

ARTICLE 33

MILITARY LEAVE

Employees who are members of the Ohio National Guard or any Military Reserve Unit shall be granted Military Leave with pay when ordered to military training exercises not to exceed twenty-one (21) days per year. Military Leave pay shall be the difference between the employee's regular pay and service pay.

ARTICLE 34
BULLETIN BOARD AND BALLOT BOXES

Section 1: The O.P.B.A will furnish and maintain for the duration of this Agreement, a bulletin board on the police station premises. It will be available to authorized O.P.B.A representatives to post notices of a general and business nature for the O.P.B.A membership and other employees who may have an interest. There shall be no posting of a matter which is scurrilous or defamatory to any other Township employees.

Section 2: The O.P.B.A shall be permitted, with the prior notification to the Chief of Police or the Division of Police, to place ballot boxes at Police Headquarters for the purpose of collecting member's ballots on all O.P.B.A issues subjected to ballots. Such boxes shall be the property of the O.P.B.A and neither the ballot boxes nor the ballots shall be subjected to the Administration's review, and shall be removed as soon as practicable after the O.P.B.A issue has been determined.

ARTICLE 35
DRUG TESTING

Section 1: Drug testing shall be defined as a test given to determine the presence of a controlled substance and the type of chemical present.

Section 2: All employees will be subject to random drug testing.

Section 3: The Employer will make arrangements for Full-Time employees who are to be tested, to submit to a urinalysis test for illegal controlled substances. The initial test shall be Employer paid. If the initial test is positive, a second test, also Employer paid, shall be administered. A third test may be performed at the employee's expense and choice.

Section 4: Any Full-Time employee who tests positive for an illegal controlled substance must undergo drug-dependency counseling treatment or detoxification. If the employee is suspended from duty, the time of suspension shall be deducted from the employee's sick time bank. Prior to the affected employee's return to work pursuant to this section, proof of program completion must be submitted.

Section 5: Upon completion of a treatment program, an employee may be required to submit to periodic testing for illegal controlled substances. This periodic testing shall be for a period of two (2) years. Any positive test results obtained during this two (2) year period could be just cause for disciplinary action up to dismissal.

Section 6: The purpose of this article is to demonstrate specific ways of combating drugs. The parties are willing to do their part in this fight and to cooperate to the fullest extent.

Section 7: Any employee involved in a shooting, violent crime, or a car accident involving another vehicle or pedestrian may be required by the Chief of Police to submit to a test to determine the presence of alcohol and/or a controlled substance.

ARTICLE 36
LAYOFFS

Section 1: Employees of the bargaining unit may be laid off only for lack of work or lack of funds.

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

Section 3: An employee of the bargaining unit who is laid off shall be subject to recall from a layoff for a period of eighteen (18) months.

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

Section 5: Before any Full-Time employee may be laid off, all part-time employees will be first laid off.

ARTICLE 37 PENSIONS

Section 1: During the term of this Agreement, the Employer shall continue to contribute to the Police Division of the Public Employee's Retirement System both the Employer's contribution currently in effect (____%) and the employee's contribution currently in effect (9.5%). The employee's portion shall be contributed by the Fringe Benefit Method according to the terms of Article 25, Section 2 preceding.

Section 2: If during the term of this Agreement, the Public Employee's Retirement System should change the rates of contribution either party may file for an economic reopening of this Agreement subject to the negotiations procedures under O.R.C. 4117.

ARTICLE 38 SAVINGS CLAUSE

In the event any one or more provision of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the O.P.B.A will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 39 DURATION OF AGREEMENT

Section 1: This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the O.P.B.A and except as otherwise noted herein shall become effective May 1, 2014 and shall remain in full force and effect until April 30, 2017.

Section 2: The parties agree that, due to the April 30, 2017, expiration date of this Agreement, the provisions of O.R.C. 4117.14 (G) (11) shall not be applicable and that any conciliator appointed for the negotiation of a successor Agreement shall have full authority to award retroactive wage increases and other economic benefits to an effective date of May 1, 2014.

ARTICLE 40
EXECUTION

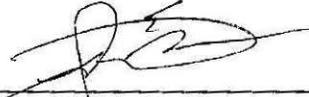
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2014.

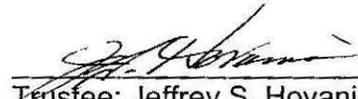
FOR THE O.P.B.A.:


Ptl. Daniel Wasko


Jeff Perry, O.P.B.A.

FOR THE EMPLOYER:


Trustee: Keith E. Bowser


Trustee: Jeffrey S. Hovanic


Trustee: Robert W. Farmer