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AGREEMENT

Between

PIERCE TOWNSHIP

and

THE

**PIERCE TOWNSHIP
POLICE ASSOCIATION**

Supervisors

Effective January 4, 2015 through December 30, 2017

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ARTICLE 1
PREAMBLE/AGREEMENT

Section 1.1. This Agreement is entered into by the Board of Trustees of Pierce Township ("Township" or "Employer"), and the Pierce Township Police Association ("Union" or "Association").

ARTICLE 2
ASSOCIATION RECOGNITION

Section 2.1. The Township recognizes the Pierce Township Police Association as the sole and exclusive representative for those employees of the Township in the bargaining unit as certified on April 3, 2014 by SERB in case number 2014-REP-01-0016.

Included: All Included: All sworn Sergeants, and Lieutenants except the Administrative Lieutenant - certified April 3, 2014 by SERB in case number 2014-REP-01-0016.

Excluded: All others.

Section 2.2. All sworn personnel shall be assigned to perform job duties consistent with law enforcement duties.

Section 2.3. All sworn personnel may carry guns off-duty consistent with state and federal law.

ARTICLE 3
ASSOCIATION RIGHTS

Section 3.1. No Lockout: During the life of the Agreement, the Township shall not cause, permit, or engage in any lockout or otherwise prevent employees from performing their regularly assigned duties where the object thereof is to bring pressure on the employees or an employee organization to compromise or capitulate to the Township's terms regarding a labor relations dispute.

Section 3.2. Dues Deduction: The Township agrees to deduct regular Association dues and fees at such intervals as the Association notifies the Township are proper, each pay day, for any bargaining unit member voluntarily signing a written authorization for dues deduction. The bargaining unit member shall submit the authorization to the Township's Fiscal Officer. The Township shall forward a check, for the aggregate of the dues and fees deducted, to the Association's designated financial officer, together with an itemized list of the members for whom dues deductions were made. The Township assumes no obligation, financial or otherwise, arising out of the provisions of this Section, and the Association hereby agrees that it will indemnify and hold the Township harmless from any liability arising out of any action taken by it or omitted by it in compliance with or in an attempt to comply with the provisions of this Section.

Section 3.3. As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this labor agreement, whichever is later, employees in the bargaining unit who are not members of the Association, including employees who resign from membership of the Association, after the effective date of this labor agreement, shall pay to the Association, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written

authorization of the employee. This provision shall not require any employee to become or remain a member of the Association, nor shall the fair share fee exceed the dues paid by members of the Association in the same bargaining unit.

Section 3.4. Association Business: Non-employee representative(s) of the Association shall be admitted to the Township's facilities for the purpose of processing grievances or attending meetings as permitted in this Agreement. Upon arrival, the Association representative shall identify himself to the Police Chief or the Police Chief's designated representative. The Township shall recognize one (1) employee designated by the Association to act as Association representative for the purposes of representation as outlined under this Agreement. In the absence of the Association representative, an alternate will be recognized. No employee shall be recognized by the Township as an Association representative until the Association has presented the Township with written certification of that person's selection. Rules governing the activity of Association representatives are as follows:

Section 3.5. No official of the Association, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Association will not conduct Association business during working hours.

Section 3.6. The Association shall not conduct Association activities in any work area(s) without prior approval of the Police Chief or his designee.

Section 3.7. The Association employee official shall cease unauthorized activities immediately upon the request of the Police Chief or his designee or upon the request of any management level employee of the Township.

Section 3.8. The Employer agrees to permit a Union provided bulletin board in the roll call room or other suitable location for the use of employees represented by the Association.

The Employer may post on the bulletin board any notices concerning the employees covered hereby which the Employer is required by law to post.

The Association may post on the bulletin board notices relating to recreational and social events applicable to members of the bargaining unit, election notices, and results, notices of membership meeting related to Association business, or notices related to the affairs of bargaining unit members.

No obscene, immoral, unethical or vituperative matter shall be posted. The bulletin board shall be maintained in a neat and orderly manner.

ARTICLE 4
UNION BUSINESS

Section 4.1. The Pierce Township Police Association is authorized to select one (1) representative and one (1) alternate to conduct approved Association business for the bargaining unit.

Section 4.2. A pool of time donated by the bargaining unit members from their accrued vacation or compensatory time balances shall be established to compensate members for time spent on union business on an hour for hour basis. Hours from the current pool shall be carried over to the pool established in this Section. If the representative has reached the maximum allowable accrual of

compensatory time, the hours deducted from the pool shall be converted to cash and paid to the representative at his or her regular hourly rate of pay. Time spent on Union business during working hours shall be considered as hours worked, but shall not be calculated at the overtime rate. The maximum amount of accumulated hours in the Union pool shall not exceed two hundred (200) hours. Upon approval of the Union and notice to the Employer, these hours are to be used for labor negotiations or handling grievances. These hours will be used by the duly elected Union associates or the grievant for hours actually spent in handling grievances, negotiations or other agreed labor related affairs. Accumulated pool hours will carry over from year to year.

Section 4.3. The Association may utilize the aforementioned provision 4.1 by having the Association representative in the bargaining unit notify the Chief as soon as possible of the need for such leave, but no less than five (5) calendar days prior to the commencement of said leave, and provided that no other bargaining unit member be on leave or vacation at the same time.

Section 4.4. An Association representative who conducts Association business relating to grievances that is not during their regular duty hours shall be credited with compensatory time on an hour for hour basis from the pool.

Section 4.5. The Association representatives who attend negotiations shall be compensated at their regular rate for their scheduled duty hours during which they attend to such matters. For any time spent in preparation for and during negotiations that is not during their regular duty hours, the Association representative shall be credited compensatory time on an hour for hour basis from the "pool". At the end of the negotiating session, the Association representative shall return to his/her regular assignment if the session ends before the end of the regularly scheduled shift.

Section 4.6. The Association Representative shall be responsible for notifying the Employer of the names of the negotiating team members.

The Association Representative may substitute Stewards after proper election or appointment as necessary and prior notice to the Employer.

Section 4.7. The Employer may create any necessary administrative process to account for accumulated pool hours they may deem necessary.

ARTICLE 5

MANAGEMENT RIGHTS

Section 5.1. Reserved Rights: Except as provided in this labor agreement, Pierce Township retains the following management rights as set forth in Ohio Revised Code Section 4117.08(C) 1-9:

- (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 services, 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 to be 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; including the use of no more than three (3) part-time employees employed by the Township, who shall be members of the Bargaining Unit.
- (9) Take actions to carry out the mission of the public employer as a governmental unit.

The Employer is not required to bargain on subjects reserved to the management and direction of the Township in Ohio Revised Code Section 4117.08 except as affect wages, hours, terms and conditions of employment and the continuation, modification, or deletion of this collective bargaining agreement. The Association may raise a legitimate complaint or file a grievance based on this collective bargaining agreement.

Section 5.2. No Strike: During the term of this Agreement, the Association shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the Township. This Section is for the benefit of the Township and the public it serves, and is in addition to all other rights provided them by law.

Section 5.3. Association Responsibility: The Association will use its best efforts to prevent any violation of this Section and to stop any violation if one occurs. If there is a violation of this Section, the Association will publicly denounce the strike and will provide the Township with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the Association carries out its obligations under this Section, it shall have no financial liability for the violation.

Section 5.4. Employee Discipline: The Township shall have the right to discharge, demote, suspend or otherwise discipline employees for violation of section 5.2. An employee disciplined under this section may file a grievance.

ARTICLE 6

PROBATION

Section 6.1. New employees shall be on probation for twelve (12) months after the date of their hire. During that time, the Township may discharge them at its discretion, and the discharge will not be subject to the grievance or arbitration procedure or any other review.

Section 6.2. Newly promoted employees shall be on probation for the first twelve (12) months

after the date of promotion. During that time, the Township may demote them to their previous position at its discretion, and the demotion will not be subject to the grievance or arbitration procedure or any other review.

ARTICLE 7
INVESTIGATION AND DISCIPLINE

Section 7.1. Employees who have completed their probationary period may be discharged, suspended, demoted or otherwise disciplined for just cause. Discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

The Employer reserves the right to impose, in its sole discretion, the level of discipline it deems appropriate for the offense committed. Forms of disciplinary action are as follows:

- A. Verbal warning and/or reprimand;
- B. Evaluation Supplement Log;
- C. Written reprimand;
- D. Suspension without pay;
- E. Demotion;
- F. Discharge from employment.

Section 7.2. No employee shall have the right to a Pre-disciplinary Conference for those disciplinary actions set forth in Subsections 7.1 (A) through 7.1 (C), above. Written reprimands may be appealed to Step 3 of the grievance procedure, but are not subject to arbitration.

Section 7.3. No employee who has completed his/her probationary period shall be disciplined in the manner set forth in Subsections 7.1 (D) through 7.1 (F), above, without being given the opportunity to offer an explanation of the alleged misconduct at a Pre-disciplinary Conference.

Section 7.4. The Employer may, at its sole discretion, pending the investigation of charges, place the employee on paid administrative leave. In the event of a felony indictment, the employee shall be placed on unpaid administrative leave pending the resolution of the felony charge.

Any employee being questioned by the Employer or any of its agents or representatives for any reason relating to an incident which has been captured via video and/or audio recording must be advised, if it is known to the Employer, that the incident has been captured via video and/or audio recording and, the employee shall have the right to review the recording prior to being questioned for all non-criminal conduct.

Section 7.5. Any investigative questioning regarding charges of misconduct which could result in the employee being disciplined in any manner set forth in Section 7.1 above, shall be undertaken as follows:

- A. Questioning shall take place during working hours, if practical, at a place designated by the Employer. Questioning shall not take place at the employee's residence without his/her prior consent;
- B. The target employee shall be informed of the nature of the investigation before the target employee is questioned. If the investigation is the result of a citizen complaint, the employee shall be informed of the general allegation and the alleged facts;
- C. In the event that the employee is being questioned only as a witness, he/she shall be so advised prior to the commencement of questioning the witness; and
- D. Prior to any investigatory interview, the employee will be advised of his or her right to union representation. The employee may request the presence of an Association and/or legal representative, in which case questioning may be postponed for up to twenty-four (24) hours, when practical, (or any other mutually agreed time) in order that the representative may be present. The employee is only entitled to the presence of a union representative, including a steward, not the preferred representative.
- E. The employee shall be advised of his her "Garrity" rights.
- F. The member shall receive a copy of the Departmental or Administrative decision as to the investigation.
- G. A complete record, either written, taped or transcribed, shall be kept of the complete interview of the member, including noting all recess periods. A copy of the record shall be available to the member or his counsel upon request. This Subsection applies only to Section 7.1 (D) through (F).

Section 7.6. In the event that the Employer, its agent or representative, determines that an employee's conduct may indeed warrant disciplinary action as set forth in Subsections 7.1 (D) through 7.1 (F), above, the Employer shall schedule a Pre-disciplinary Hearing. The said conference shall be scheduled no later than sixty (60) days following discovery of the alleged misconduct, except where a criminal investigation is pending. However, where the circumstances of the alleged misconduct are unique and/or where the investigation process has involved delay, the conference date may be delayed for up to an additional thirty (30) days with provided written notice to the Union. (When the last day of the said sixty [60] and/or additional thirty [30] days falls on a Saturday, Sunday or bargaining unit holiday, the said conference shall be held on the following Employer business day.)

Section 7.7. Not less than seventy-two (72) hours prior to the scheduled starting time of the Pre-disciplinary Hearing, the Employer will provide to the employee a written outline of the charges which are the basis for the disciplinary action and a disclosure of evidence and materials which it intends to be used at said Conference.

Section 7.8. At the time that the employee receives the written outline of charges, he/she must choose to: 1) appear at the Hearing to present an oral or written statement in his/her defense; or 2) appear at the Hearing and have a chosen representative present an oral or written statement in defense of the employee; or 3) elect in writing to waive the opportunity to have a Pre-disciplinary Hearing. Failure of the employee to elect and exercise one of the options will be deemed a selection of Option 3.

Section 7.9. At the Pre-disciplinary Hearing, both the Employer and the employee may question each other, present testimony, introduce and question witnesses, and introduce documents. The said Hearing may, be taped or attended by a court reporter. At the initiating party's expense, either party may tape the proceedings and/or retain a court reporter for transcription of the proceedings. Tapes and/or court reporter transcripts shall be made available to the opposing party at cost. The employee may be represented by the Association and/or legal counsel at the – Hearing. All parties providing testimony at the Hearing shall be sworn and the employee shall be informed that refusal to respond and/or responding untruthfully may result in further disciplinary action.

Section 7.10. After the Pre-disciplinary Hearing the hearing officer shall have seven (7) calendar days or any other mutually agreeable time to submit a written report of his/her findings. If the Employer considers this to be a severe offense which is likely to result in termination of the employee, a hearing officer from outside the employment of the Township shall be selected.

Section 7.11. The Township Administrator shall receive the hearing officer's findings and recommend, within seven (7) calendar days, such disciplinary action as he/she deems appropriate. A copy of the hearing officer's findings shall be attached to the official's notice of discipline to the employee.

Section 7.12. All counseling and disciplinary records shall cease to have force and effect per schedule below:

- A. Verbal and Written Counseling: 18 months following effective date;
- B. Written Reprimands: 3 years following effective date;
- C. Suspensions: 5 years following effective date.

ARTICLE 8
NON-DISCRIMINATION

Section 8.1. The Employer agrees not to interfere with the rights of the employees to become members of the Association, and there shall be no disparate treatment, interference, restraint or coercion by the Employer or any representative of the Employer against any employee because of Association membership or because of any legal employee activity in any official capacity on behalf of the Association.

Section 8.2. The Association agrees not to interfere with the rights of employees to not become members of the Association, and there shall be no disparate treatment, restraint, or coercion by the Association or its representatives against any employee exercising the right to abstain from membership in the Association or involvement in Association activities.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1. A grievance is a complaint that the Township has violated this Agreement. All grievances shall be handled exclusively as set forth in this procedure. Grievances involving disciplinary action must be filed directly at Step 3 within seven (7) calendar days of the written notice of discipline; the parties may mutually agree to waive Step 3 and permit a filing directly to arbitration.

Section 9.2. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Township representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits may be extended upon mutual consent of the parties.

Section 9.3. It is the mutual desire of the Township and the Association to provide for the prompt adjustment of grievances in a fair and reasonable manner. In the furtherance of this objective, the following procedure shall be followed:

Step 1 - In order for a grievance to receive consideration under this procedure, the aggrieved employee, with an appropriate Association representative, if the former desires, must identify the grievance in writing to his supervisor within seven (7) calendar days of the occurrence of the incident giving rise to the grievance, or within seven (7) calendar days of becoming aware of the incident giving rise to the grievance. In no case may a grievance be filed more than forty (40) calendar days after the occurrence. The supervisor shall schedule a meeting with the grievant and his representative, if any, within seven (7) calendar days after receipt of the grievance. The supervisor shall investigate and respond in writing to the grievant or Association representative within seven (7) calendar days following the meeting.

Step 2 - If the grievance remains unsettled, it may be presented to the Police Chief or his or her designee within seven (7) calendar days after the supervisor's response. The Police Chief or his or her designee shall schedule a meeting between the parties within ten (10) calendar days. The Police Chief or his or her designee shall have fourteen (14) calendar days following the meeting in which to respond.

Step 3 - If the grievance remains unsettled, it may be presented to the Township Administrator within seven (7) calendar days after the Police Chiefs response. The Township Administrator or his or her designee shall schedule a meeting between the parties within ten (10) calendar days. The Township Administrator shall have fourteen (14) calendar days following the meeting in which to respond.

Section 9.4. If the grievance is not resolved within thirty (30) calendar days of receipt of the response at Step 3, the grievant may file a written notice to the Township of intent to submit the grievance to arbitration. The Association shall be the sole judge as to whether such case shall, in fact, be appealed to arbitration. The arbitrator shall be selected under the rules of the Arbitration and Mediation Service (AMS), unless the Township and the Association mutually agree upon an arbitrator or to follow the rules for selection of the American Arbitration Association (AAA). The decision of the arbitration shall be binding on both the Township and the Association

The arbitrator shall not have the power to add to or subtract from or to modify this Agreement. The costs of the services of the arbitrator and the cost of obtaining a panel of neutrals if any, shall be paid equally by the Township and the Association. Nothing in this Section shall prevent the Association from seeking enforcement of any arbitration award in a court of competent jurisdiction.

Section 9.5. No more than one (1) grievance shall be placed before an arbitrator at any one hearing and in no instance shall there be multiple (two [2] or more) grievances heard by an arbitrator unless it is mutually agreed to waive this provision.

Section 9.6. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed to by the parties:

1. Aggrieved employee's name and signature
2. Aggrieved employee's classification
3. Date grievance was filed in writing
4. Date and time grievance occurred
5. Where grievance occurred
6. Description of incident giving rise to the grievance
7. Sections of Agreement violated
8. Desired remedy to resolve grievance
9. A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one (1) member selected by such group may process the grievance as a class action grievance. If more than one (1) employee is involved in a grievance; one (1) of them shall be selected as spokesman.

Section 9.7. The Association, through its staff representative, may file grievances claiming violations of the recognition clause, the dues deduction clause, or any claimed violation of contract rights which accrue solely to the Association as a labor organization and not to individual employees. Such grievances shall be initially filed within the time limits of Step 1.

Section 9.8. The employees may attend Steps 1, 2 and 3 of the grievance procedure without loss of pay as a result of necessary attendance during regularly scheduled working hours. The employee's representative (if a Township employee) may also attend without such loss of pay at Step 1, 2 and 3.

ARTICLE 10

PERSONNEL FILES

Section 10.1. Each employee may inspect his personnel file maintained by the Township at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. An employee shall be entitled to have a representative of his choice accompany him during such review.

Section 10.2. If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his file. No anonymous material of any type shall be included in the employee's personnel file.

ARTICLE 11
SENIORITY/LAYOFF AND RECALL

Section 11.1. When the Township determines that a layoff or job abolishment is necessary, it shall notify the affected employees ten (10) days in advance of the effective date of the layoff or job abolishment. The Township, upon request from the Association, agrees to discuss, with representatives of the Association, the impact of the layoff on bargaining unit employees.

Section 11.2. Layoffs shall be in inverse order of seniority with the least senior employee being laid off first. Part-time employees shall be laid off prior to the layoff of full-time employees. A Lieutenant who has been notified of a pending layoff and who has more overall seniority as defined in Section 11.6 of this Article may also bump the least senior Sergeant and assume the lower rank at the applicable rate of pay for Sergeant, provided that he or she gives notice of the intent to exercise bumping rights five (5) calendar days from the date the Lieutenant was notified of the layoff. A Sergeant who has been notified of a pending layoff and who has more overall seniority as defined in Section 11.6 of this Article may also bump the least senior Police Officer and assume the lower rank at the applicable rate of pay for Police Officer, provided that he or she gives notice of the intent to exercise bumping rights five (5) calendar days from the date the Sergeant was notified of the layoff.

Section 11.3. Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training required by this Section shall be at the Township's expense and time.

Section 11.4. Notice of recall shall be sent to the employee by certified mail. The Township shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 11.5. The recalled employees shall have ten (10) calendar days following the date of receipt of the recall notice to notify the Township of his intention to return to work and shall have fourteen (14) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 11.6. For the purpose of this Section, seniority shall be computed on the basis of uninterrupted length of continuous full-time service in the police department.

ARTICLE 12
OUTSIDE EMPLOYMENT

Section 12.1. All outside employment must be approved by the Police Chief. If the Police Chief denies permission for outside employment, he shall set forth his reasons for doing so in writing and such writing shall be furnished to the employee(s) affected by such a denial. Denial of permission to engage in outside employment shall not be based on arbitrary or capricious grounds.

ARTICLE 13
HEALTH AND SAFETY

Section 13.1. The Association and/or individual employees may raise safety issues with their immediate supervisor. If the immediate supervisor does not respond within a reasonable amount of time as determined by the degree of danger, the matter may be presented to the Chief of Police for final resolution.

Section 13.2. Employees must comply with all safety rules and regulations in the operation and care of such Township-owned police vehicles or equipment.

ARTICLE 14
HOURS OF WORK AND OVERTIME

Section 14.1. Employee's scheduled pay period shall consist of eighty (80) hours.

Section 14.2. Employees shall have their days off scheduled consecutively, except as a result of the changing off day schedule.

Section 14.3. Employees, except for employees assigned to the role of drug investigator, shall be paid overtime at one and one-half (1½) times their regular rate of pay for hours worked in excess of their regular scheduled work day, or in excess of eighty (80) hours in the pay period for sworn personnel. Overtime shall be paid in minimum increments of 15 minutes.

Section 14.4. The amount of overtime accrued by the drug investigator shall not exceed thirty five hundred dollars (\$3500) unless additional overtime compensation is approved by the Chief of Police. The drug investigator's overtime payment will be paid in equal payments added to drug investigator's paycheck. The drug investigator's overtime payments will cease after one pay period following the removal of the drug investigator from the position. Flex time, which are the hours worked over the drug investigator's daily scheduled shift, shall be earned at a rate of one (1) hour worked to one (1) hour earned. All flex time must be used prior to the return of the drug investigator to regular police duties. If this cannot be accomplished, the Chief of Police may authorize the transfer of flex time into personal time. The position of drug investigator is to be considered a special assignment within the patrol division and not subject to the pay grade of detective/investigator.

Section 14.5. For employees assigned to the drug unit, the role of investigator, or to the role of detective, hours worked shall be in eight (8) hour shifts. For all other patrol officers, hours worked shall be in twelve (12) hour shifts except for patrol officers who are assigned to work one eight (8) hour day per two weeks. For all other officers rank of sergeant and above, hours worked shall be in ten (10) or twelve (12) hour shifts.

Section 14.6. Every third pay period, employees who have worked twelve (12) hour shifts and who are not assigned to work one eight (8) hour day per two weeks shall earn a set day off.

Section 14.7. Shifts shall be bid annually by employees in order of seniority. Seniority shall be computed on the basis of uninterrupted length of continuous full-time service in the police department. A patrol officer who retires and is rehired by the Township must permanently separate from service with the Township at eight (8) years from the date of rehire. A Sergeant or Lieutenant who retires and

is rehired by the Township must permanently separate from service with the Township at five (5) years from the date of rehire.

Section 14.8. All hours in active pay status shall be counted for the purposes of overtime. There shall be no pyramiding of overtime.

Section 14.9. Employees may exchange/swap shifts or days off, or work an additional day for an alternate day off with prior supervisory approval.

Section 14.10. No overtime shall be paid as a result of any shift, or days off swapping.

Section 14.11. All shift swapping or alternate days off must have the prior approval of the Chief of Police or his designate and must comply with the Fair Labor Standards Act guidelines.

Section 14.12. Employees shall not be required to shift scheduled work times to avoid the payment of overtime.

Section 14.13. Employees who must attend court as part of their duties, outside their regularly scheduled hours of work, shall notify their supervisor as soon as possible. The supervisor shall determine if the employee is to remain on duty between the last proceeding, or the next shift and the time of the court appearance.

Section 14.14. Any employee required to appear on off duty time before any court for matters pertaining or arising from the employee's official duties, when such appearance does not abut either end of his/her regularly scheduled shift, shall be compensated for at least three (3) hours of overtime, paid at the overtime rate of one and one-half (1½) the employee's regular rate of pay, notwithstanding the actual duration of the appearance. If the court time lasts more than three (3) hours, the employee shall be paid for the additional time in 15 minute increments rounded up in accordance with the provision in Section 14.3. If an employee's scheduled court time period begins prior to their regularly scheduled shift, the employee will receive court pay for the time not overlapping the scheduled shift. When an employee appears in court during or immediately at the end of their regular shift, the employee shall receive overtime pay at one and one-half (1½) times their regular hourly rate for the time spent in court beyond the scheduled end of the employees' regular shift.

Section 14.15. Employees called to work at a time disconnected from their regular hours of work for any reason not due to the employee's fault or neglect, will receive a minimum of three hours pay at the overtime rate, or will receive continuous pay from the time they last worked, or the next time they work at the Township's option, at the overtime rate. Any member subject to telephone consultations for work related issues as a result of assigned duties shall receive a minimum of fifteen (15) minutes pay at the overtime rate for any telephone consultations required while off-duty that exceed six (6) minutes in length. Any telephone consultations exceeding fifteen (15) minutes in length shall be compensated in 15 minute increments rounded up in accordance with the provision in Section 14.3.

Section 14.16. If the Employer exercises the management rights provided for in Section 5.1 of this Agreement and determines that a permanent schedule change is necessary, a thirty (30) day written notice of such schedule change shall be posted, and a copy shall be given to the designated Association employee representatives.

Section 14.17. Employees may elect to take compensatory time in lieu of overtime compensation for any combination of overtime, court time, or holiday time, or any other earned overtime. Any employee who has been permitted to accrue over four hundred (400) hours of compensatory time shall be permitted to maintain all hours of compensatory time. All other employees may accumulate up to a maximum of four hundred (400) hours compensatory time. Employees shall be permitted to convert accrued compensatory time to pay twice per calendar year to occur in July and November.

Section 14.18. When an employee is approved to attend departmental training either as part of a normal work day or on an overtime basis, the "hours worked" shall include training travel time as measured from the employee's point of departure.

Section 14.19. A list for off duty (paid by an entity other than the Township) and overtime (paid by the Township) detail shifts shall be established in order of departmental seniority for all full-time bargaining unit members. A full-time officer shall move to the bottom of the list after either accepting or refusing an offer for a detail shift.

The detail selection process shall be made by a posted board for every detail known at least six (6) calendar days in advance of a detail shift or shifts. All full-time officers shall have the opportunity to sign up for a detail shift. The board shall be posted until three (3) calendar days before the detail shift or three (3) calendar days before the first detail shift if details are offered for a multiple day event. Upon the completion of the signup period, the shift or shifts shall be allotted to the officers who are next in the order on the list until all detail assignments are filled. A full-time officer who does not sign up before the closure of the signup period is deemed to have refused the detail.

For all detail shifts known less than six (6) calendar days in advance of the shift or shifts, the Chief or his designee shall place a call out to the full-time officer who is next on the list following the officer who accepted the last detail shift offered. An officer shall have twenty (20) minutes after the call from the Chief or his designee to accept. A failure to respond within twenty (20) minutes shall be deemed a refusal. A call must be placed to detail shift must be offered to every full-time employee before being a shift may be offered to a part-time employee.

If a shift cannot be filled after being offered to every full-time employee, then the shift shall be offered to part-time employees in order of seniority.

Section 14.20. Employees may elect to fund an I.R.A. or approved Deferred Compensation with Wages.

ARTICLE 15

UNIFORMS AND EQUIPMENT

Section 15.1. The Township shall issue each newly hired employee all required uniform items including leather equipment, a vest, and a service weapon. The Township will prepare and keep current a list of all items to be initially provided. Prior to any major change in the list, the Police Chief shall notify and consult with the employee Association representatives. The parties shall make a reasonable attempt to agree on the change prior to implementation.

Section 15.2. Uniforms and equipment shall be replaced as necessary, determined by the Chief or his designee.

Uniform parts and equipment will be inspected and ordered repaired or replaced as needed. Uniforms will be cleaned and/or repaired by the Township.

Section 15.3. The cleaning and repair of uniforms will be paid for by the Township at a location determined by the Township.

Section 15.4. Upon termination of employment with the Township, and prior to receipt of a final paycheck, the employee shall return all issued equipment and uniform parts to the Chief of Police or his or her designee. The employee will reimburse the Township for any missing items according to said item's depreciated value or replacement cost as applicable.

The Chief of Police or his or her designee shall receipt the employee for all equipment returned.

Section 15.5. All employees shall receive a three hundred and fifty dollars (\$350.00) clothing allowance annually. The allowance will be pro-rated based upon the months served in the position. Payment shall be made during January of each year.

ARTICLE 16

PERSONAL PROPERTY

Section 16.1. When and if an employee sustains damage or loss of personal equipment or property while discharging the emergent part of his legal duties, the Employer shall reimburse the employee for necessary repairs or replacement.

Section 16.2. Loss or damage as a result of the employee's willful or negligent mishandling will release the Employer from any responsibility of repair or replacement.

Section 16.3. The Employer will reimburse the employee for the cost of repair of personal items up to a maximum of two hundred dollars (\$200.00). Wedding rings, watches or other personal jewelry shall be limited to a two hundred dollar (\$200.00) reimbursement.

Section 16.4. The employee shall present any damaged property for the Employer's inspection prior to any repairs or replacements.

Section 16.5. Repair or replacement shall be at the Employer's option.

Section 16.6. Any court-ordered restitution or any other restitution up to the amount paid under this section shall be remitted to the Employer.

Section 16.7. In the event of damage to prescription eyeglasses, including frames, dentures or other medical health or dental appliance, which damage occurs in the active discharge of an emergent employee's duties, the Employer will reimburse the employee at one hundred percent (100%) the cost of repair or replacement.

Section 16.8. The employee shall file all appropriate Workers' Compensation forms and shall reimburse the Employer for actual expenditures from any reimbursements received from Workers' Compensation.

Section 16.9. When an employee is approved to attend departmental training, the employee must either be authorized to utilize their personal vehicles or the employer shall provide a Township vehicle. Employees who utilize their personal vehicles for departmental training out of county or an adjoining county shall be reimbursed at the approved IRS rate per mile as measured from the employee's point of departure. Mileage reimbursement will not be provided for travel within Clermont, Hamilton, Brown, Warren and/or Clinton Counties.

ARTICLE 17
WAGES

Section 17.1. For the term of this Agreement, wage rates for Sergeants shall be as follows:

Effective January 4, 2015:

Sergeant 1:	\$69,784.00 annually	\$33.55 hourly
Sergeant 2:	\$73,403.20 annually	\$35.29 hourly

The above rate reflects a five percent (5%) increase in pay.

Effective January 3, 2016:

Sergeant 1:	\$72,571.20 annually	\$34.89 hourly
Sergeant 2:	\$76,336.00 annually	\$36.70 hourly

The above rate reflects a four percent (4%) increase in pay.

Effective January 1, 2017:

Sergeant 1:	\$74,755.20 annually	\$35.94 hourly
Sergeant 2:	\$78,624.00 annually	\$37.80 hourly

The above rate reflects a three percent (3%) increase in pay.

Section 17.2. For the term of this Agreement, wage rates for Lieutenants shall be as follows:

Effective January 4, 2015:

Lieutenant 1:	\$71,968.00 annually	\$34.60 hourly
Lieutenant 2:	\$79,809.60 annually	\$38.37 hourly

The above rates reflect a five percent (5%) increase in pay.

Effective January 3, 2016:

Lieutenant 1:	\$74,838.40 annually	\$35.98 hourly
Lieutenant 2:	\$82,922.00 annually	\$39.90 hourly

The above rates reflect a four percent (4%) increase in pay.

Effective January 1, 2017:

Lieutenant 1:	\$77,084.80 annually	\$37.06 hourly
Lieutenant 2:	\$85,488.00 annually	\$41.10 hourly

The above rates reflect a three percent (3%) increase in pay.

ARTICLE 18
INSURANCE AND LONGEVITY

Section 18.1. The Employer shall continue to provide the same health insurance to all full-time bargaining unit employees that is provided to non-bargaining unit Township employees. The Employer will pay the same percentage of the applicable monthly cost for full-time bargaining unit employees that it pays for all employees outside of the bargaining unit for health insurance.

Section 18.2. The Employer shall continue to provide the same vision insurance to all full-time bargaining unit employees that is provided to non-bargaining unit Township employees. The Employer will pay the same percentage of the applicable monthly cost for full-time bargaining unit employees that it pays for all employees outside of the bargaining unit for vision insurance.

Section 18.3. The Employer shall continue to provide the same dental insurance to all full-time bargaining unit employees that is provided to non-bargaining unit Township employees. The Employer will pay the same percentage of the applicable monthly cost for full-time bargaining unit employees that it pays for all employees outside of the bargaining unit for dental insurance.

Section 18.4. The Employer shall continue to provide a \$50,000 life insurance policy to all full-time bargaining unit employees.

Section 18.5. All Employees shall be allowed a service credit added to their hourly rate of pay as follows:

After completion of ten (10) years of service:	\$500
After completion of fifteen (15) years of service:	\$1000
After completion of twenty (20) years of service:	\$1500

ARTICLE 19
HOLIDAYS

Section 19.1. The following holidays are recognized as premium holidays:

- | | |
|---------------|------------------|
| New Years Day | Independence Day |
| Labor Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
- Any day adopted by the Board of Trustees as a holiday for non-union personnel, except the day after Thanksgiving.

Compensation for premium holidays, whether worked or unworked is limited to the employee's regular scheduled work hours per day.

An employee who works on a premium holiday shall receive compensation at the rate of double his hourly rate for all hours actually worked on the holiday.

Section 19.2. All employees shall be granted forty-eight (48) hours of paid "Personal Holiday" time on January 1st and July 1st of each year.

ARTICLE 20
VACATION

Section 20.1. Each employee shall be credited with paid vacation time on their anniversary date each year based upon length of service with the Township as follows:

Length of Service	Hours of Paid Vacation
1-4	80 hours
5-12	120 hours
13-25	160 hours
25 years or more	200 hours

Section 20.2. Employees may carry over up to forty (40) hours of their unused vacation to the next succeeding year.

Section 20.3. All vacations will be scheduled by the Police Chief, who will not arbitrarily deny requested vacation. All vacation requests made will be granted on a first come, first served basis, and seniority will prevail to determine requests submitted at the same time. Vacation shall be taken in increments no smaller than one (1) hour.

Section 20.4. An employee hospitalized for twenty-four (24) hours or more while on vacation shall, upon request and upon sufficient evidence of the hospitalization, be entitled to change his vacation status to sick leave for all days hospitalized and any subsequent days necessary for recovery. Upon submission of the request with evidence, vacation charged to the employee for the duration of the illness shall be restored to his credit.

Section 20.5. In the case of the death of an active employee with more than one (1) year of continuous service with the Employer, the employee's earned but unused vacation shall be converted to a lump sum payment, payable to the employee's beneficiary as previously designated by the employee to the Employer in writing, on the official form provided by the Employer. If there is no valid designation of beneficiary, the payment shall be made to the employee's estate, upon application by the fiduciary of the estate.

Section 20.6. If through no fault of the employee, vacation that is properly scheduled is canceled by the Employer, the employee, at his option may elect to be paid for the scheduled but canceled portion of his vacation, or may carry over scheduled but canceled vacation to the next year. If the employee elects to carry over scheduled but canceled vacation, the maximum carry over, as stated in Section 20.1 of this section will be increased by the number of days that were scheduled but canceled.

ARTICLE 21
SICK LEAVE

Section 21.1. Employees shall accumulate sick leave at the rate of ten (10) hours for each completed month in active pay status, exclusive of overtime, unpaid leave of absence or disciplinary suspension. Active pay status may be defined as hours worked, on vacation, on holiday pay, on compensatory time, and while on paid sick leave.

Section 21.2. The Chief of Police may require an employee to furnish a certificate from a physician, dentist, or other practitioner who is treating the employee, when the employee is absent for three (3) or more consecutive days.

Section 21.3. Sick leave shall be granted to an employee for the following reasons:

1. Illness or injury to the employee, or a member of the employee's immediate family, for whom the employee's care and presence is required.
2. Death of a member of his immediate family. Sick leave may be used to a maximum of forty (40) hours. Vacation and compensatory time may also be used.

Immediate family is defined as: Spouse, child, mother, father, brother, sister, grandmother, grandfather or grandchild.

3. Death of any other relative, not defined as a member of the employee's immediate family. Sick leave may be used to a maximum of one (1) work day, unless the employee requests and receives the Employer's advanced approval of additional time off.
4. Medical, dental or optical examination or treatment of the employee or a member of his immediate family which requires the presence of the employee.
5. Exposure of the employee to a contagious disease when such exposure, in the opinion of a licensed physician, would render the employee a hazard to the health of others, or would further jeopardize the employee's health or well-being.
6. The forty (40) hour restriction on bereavement applies to funeral leave only. An employee requiring additional time due to related mental stress, and with appropriate medical verification, would be permitted to draw upon their sick leave as necessary.

Section 21.4. Unused sick leave shall accumulate to a limit of two thousand eighty (2080) hours. A maximum of 1200 sick leave hours may be utilized in the final conversion of sick time as specified in Article 25 of this Agreement.

Section 21.5. Laid off employees who return to active duty status shall have placed to their credit all accumulated but unused sick leave existing at the time of their layoff.

Section 21.6. Certified Sick Leave From Other Government Units. Members who have been employed by a police department in the State of Ohio or any political subdivision, shall be credited with a maximum of 200 hours of certified, unused and unpaid accumulated sick leave earned in such service

when such persons are employed in this bargaining unit, provided employment with the Township occurs within ten (10) years after leaving his prior position.

Section 21.7: Employees may voluntarily donate to or receive sick time donations from Township employees in accordance with the following conditions:

1. Donation recipients must:
 - a. Have exhausted all accrued sick time, vacation time and any other applicable paid time off; and
 - b. Not be approved to receive other state or township-paid benefits.
2. Donor must:
 - a. Donate at least 8 hours;
 - b. Retain a combined vacation and sick paid time leave balance of at least one hundred (100) hours after the donation; and
 - c. Voluntarily elect to donate sick leave with an understanding that no donated time will be returned.

Donations shall be administered on a pay-period-by-pay-period basis.

A retiring employee may donate, without limitation, all or a portion of unused accumulated sick leave to any active employee, provided that both the donation recipient and the retiring employee meet the qualifications set forth at Sections (1) and (2), above, at the time of the retiring employee's retirement date. The retiring employee who wishes to donate unused sick leave to a specific active employee under this subsection must complete, execute and submit the Sick Leave Donation Form on or before his/her last day of active employment.

In this event, the Fiscal Office will credit the donated sick leave to the donation recipient on a pay-period-by-pay-period basis until such time as either the employee is able to return to work or the supply of donated sick leave has been exhausted. The Fiscal Office is encouraged, in such cases, to notify the donation recipient on a periodic basis of the amount of donated sick leave remaining to his/her credit.

Employees using donated sick leave time shall be considered in active pay status and shall accrue all paid time off and be entitled to all benefits to which they would otherwise be entitled.

Donated sick leave shall not be converted into a cash benefit.

ARTICLE 22

INJURY LEAVE

Section 22.1. Any employee who is disabled because of any injury suffered in the actual performance of law enforcement activities and which injury arises out of the performance of law enforcement

activities, shall receive paid injury leave for absences due to the injury which shall not be deducted from sick leave.

Section 22.2. Injury leave shall be available for 1440 working hours. Absences beyond 1440 working hours shall be charged to the employee's earned sick leave.

Section 22.3. The granting of injury leave is contingent upon the employee filing for Workers' Compensation and reimbursing the Employer with benefits received for lost wages for any time during which injury leave was provided. Reimbursement shall not exceed the amount paid as injury leave pay. The Employer reserves the right to implement a wage continuation plan in lieu of Workers' Compensation lost income benefits.

Section 22.4. Whenever an employee is required to leave work because of a work related injury, he shall be paid for the remaining hours of that work day or shift at their regular rate of pay. Such time shall not be charged to leave of any kind.

Section 22.5. An injury in the line of duty which aggravates a previous injury incurred in the line of duty will be considered part of the original injury.

Section 22.6. An employee requesting injury leave may, upon request of the Employer, submit to an examination by the Employer's physician who shall determine the extent of the injury leave.

Section 22.7. No injured employee shall be returned to work without the written approval of competent medical authority.

ARTICLE 23
TUITION REIMBURSEMENT

Section 23.1: The Township shall reimburse employee tuition costs (registration fees) subject to the following financial limits:

1. The Pierce Township shall fund the tuition reimbursement program up to an annual limitation of \$20,000 for the Department. Any conflicts on who shall receive tuition reimbursement shall be determined on the basis of seniority.
2. Tuition reimbursement shall be limited to in-state tuition at public institution, including online public institutions.
3. An individual employee shall take no more than 3 courses per year.

Tuition Reimbursement percentages shall be as follows:

- (1) Grade of "A" - 90% (Includes "A Minus" letter grade)
- (2) Grade of "B" - 75%; (Includes "B Minus" letter grade)
- (3) Grade of "C Plus" and below excluding failing letter grades - 50%
- (4) For Pass/Fail classes and a grade of "Pass" - 50%

For course work to be eligible for reimbursement the following conditions must be met:

1. The course is offered by an accredited institution of higher learning, such as a college, university, professional academy or similar accredited institution.
2. The subject matter of the course work is job-related, as determined and approved by the Township Administrator.
3. The employee earns a final grade of "C" or better (or equivalent level of competency on an alternative grading system).

The employee must complete a Tuition Reimbursement Request Form, submit proof of registration, an official written transcript and proof of payment to the Fiscal Office for reimbursement.

The Board may consider reimbursement for books or course materials in lieu of registration fees in the event that registration fees are reimbursed by a source other than the employee, such as a grant or scholarship not funded by the Township.

Section 23.2 Any employees who received tuition reimbursements must repay in full all such reimbursements should they resign or otherwise be terminated from Township employment within three hundred sixty five (365) days after the date of reimbursement.

ARTICLE 24 **PERSONAL LEAVE**

Section 24.1. An employee who does not utilize sick leave, excluding sick leave use for bereavement leave, for one hundred eighty (180) consecutive calendar days within the two specified periods shall be entitled to eight (8) hours of paid personal time. The first specified period shall be from January 1 to June 30. The second specified period shall be from July 1 to December 31.

The bereavement leave exclusion under this article is limited to spouse, children, mother, father, sister, brother, mother/father-in-law, grandmother, grandfather, and grandchildren.

ARTICLE 25 **SEVERANCE**

Section 25.1. Upon termination from employment for any reason, the employee shall receive compensation for all hours worked but unpaid, all hours credited but unpaid, as well as any earned but unused vacation time. The Township may withhold final payment for the failure to turn back Township equipment or uniforms, or for used but unaccrued vacation.

Section 25.2. Employees retiring from active police service shall convert all unused sick leave credits at one-fourth (¼) the value of accrued credits. The aggregate value of accrued but unused credits shall not exceed the value of 1200 hours accrued but unused sick leave.

Section 25.3. In the event of death to an employee, any severance pay to which the employee would have been entitled shall be made directly to the employee's beneficiary, or estate if no beneficiary is named.

Section 25.4. In computing the amount of said payments, the rate of pay in effect on the employee's last date of work shall be used.

Section 25.5. When a full-time officer of the Police Division retires, the Township shall make his or her service weapon and extra magazines available to him or her for purchase at the cost of one dollar (\$1.00). The Township may deny this purchase if there is pending disciplinary action punishable by dismissal, or when the Township has reasonable grounds to believe that the transfer of the weapon may pose a risk to the safety of the public. The Township shall also retire the officer's badge number and allow the retiring officer to keep his or her badge. Additionally, the Township shall collect the officer's active duty identification card and issue an identical type card indicating "retired" in the block marked "rank."

Section 25.6. The beneficiary or if none named, the estate of an employee killed in the line of duty shall receive one hundred percent (100%) of the aggregate amount of sick time up to a maximum of 1248 hours at the employee's rate of pay on their last day of employment.

ARTICLE 26
SEVERABILITY

Section 26.1. The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language.

ARTICLE 27
WAIVER IN CASE OF EMERGENCY

Section 27.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, or Pierce Township, where such acts of God affect the safety and health of the citizens of Pierce Township, the following conditions of this Agreement shall automatically be suspended:

1. Time limits for processing of grievances.
2. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 27.2. Upon the termination of the emergency, any grievances existing as of the time of the declaration of the said emergency 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 progressed as of the time of the declaration. Grievances arising during the said emergency shall toll from the date of termination of the emergency.

ARTICLE 28
SHIFT SUPERVISOR DISCRETION

Section 28.1. An employee requesting authorized time off shall provide their shift supervisor with the amount of notice as follows:

1. Use of less than 8 hours of time - the day before the requested time use
2. Use of 1 or 2 days of time - 48 hour notice
3. Use of 3 to 10 days of time - 2 week notice
4. Use 11 to 20 days of time - 1 month notice
5. Requests for vacation of five (5) working days in a row or longer in the months of June, July, and August - 1 month notice

Shift supervisors may grant requests for vacation, compensatory, or personal time with less than the above amount of notice if manpower permits.

ARTICLE 29

DURATION

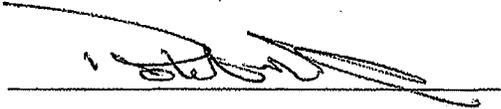
Section 29.1. This Agreement shall be effective upon execution by the parties, unless otherwise provided for herein, and shall remain in full force and effect from 12:00 AM January 4, 2015 through December 30, 2017.

Section 29.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

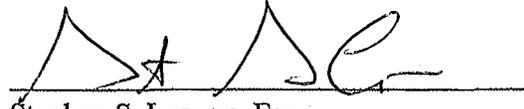
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives' this ___ day of, 2015.

FOR: PIERCE TOWNSHIP



FOR: PIERCE TOWNSHIP
POLICE ASSOCIATION



Stephen S. Lazarus, Esq.
Hardin, Lazarus and Lewis, LLC

