

3191-02
K 31714
14-MED-10-1355

STATE EMPLOYMENT
RELATIONS BOARD

2015 JUN -8 PM 2: 29

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MONTVILLE TOWNSHIP
(Medina County)

and

**OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION**
Police & Sergeant

Effective January 1, 2015 - December 31, 2017

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE	- 1 -
ARTICLE 2 - RECOGNITION	- 1 -
ARTICLE 3 - DUES DEDUCTION	- 2 -
ARTICLE 4 - AGENCY SHOP	- 2 -
ARTICLE 5 - MANAGEMENT RIGHTS	- 3 -
ARTICLE 6 - MEMBER RIGHTS.....	- 5 -
ARTICLE 7 - NON-DISCRIMINATION	- 6 -
ARTICLE 8 - ASSOCIATION REPRESENTATION	- 6 -
ARTICLE 9 - BULLETIN BOARD	- 7 -
ARTICLE 10 - NO STRIKE/NO LOCKOUT	- 7 -
ARTICLE 11 - DISCIPLINE.....	- 8 -
ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE	- 8 -
ARTICLE 13 - PROBATIONARY PERIOD	- 11 -
ARTICLE 14 - SENIORITY	- 11 -
ARTICLE 15 - PERFORMANCE EVALUATION/PROMOTIONS.....	- 12 -
ARTICLE 16 - LAYOFF AND RECALL.....	- 13 -
ARTICLE 17 - DUTY HOURS	- 14 -
ARTICLE 18 - OVERTIME AND COMPENSATORY TIME.....	- 15 -
ARTICLE 19 - VACATION.....	- 16 -
ARTICLE 20- HOLIDAYS.....	- 18 -
ARTICLE 21- SICK LEAVE.....	- 19 -
ARTICLE 22 - BEREAVEMENT LEAVE.....	- 22 -
ARTICLE 23 - JURY DUTY	- 23 -
ARTICLE 24 - MILITARY LEAVE.....	- 23 -
ARTICLE 25 - WAGES AND PENSION.....	- 24 -
ARTICLE 26 - INSURANCE.....	- 24 -
ARTICLE 27 - LONGEVITY.....	- 26 -
ARTICLE 28 - UNIFORM ALLOWANCE	- 27 -

ARTICLE 29 - CONFORMITY TO LAW	- 27 -
ARTICLE 30 - MISCELLANEOUS	- 28 -
ARTICLE 31 – ONCE PER YEAR CASH OUT	- 29 -
ARTICLE 32 – EDUCATION	- 30 -
ARTICLE 33 - DURATION OF AGREEMENT	- 30 -
ARTICLE 34 - EXECUTION	- 31 -

AGREEMENT

This Agreement is made and entered into by and between Montville Township (Medina County), hereinafter referred to as "Township" or "Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "OPBA" or "Union."

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to provide a fair and reasonable method by which Members covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to provide a harmonious relationship for the effective and efficient operation of the Township government, and to establish an orderly procedure for the resolution of differences between the Township and the members of the bargaining unit.

ARTICLE 2 - RECOGNITION

Section 1. For the duration of this Agreement, the Township recognizes the OPBA as the sole and exclusive collective bargaining representative for the following described units of members:

- (a) All full-time sworn Patrol Officers employed by the Township, excluding all other police personnel as certified on October 22, 2002, in S.E.R.B. Case No. 02-REP-05-0089; and
- (b) All full-time sworn full-time Sergeants employed by the Township, excluding all other police personnel, as certified on October 22, 2002, in S.E.R.B. Case No. 02-REP-05-0090.

Section 2. The categories of members excluded from the bargaining units are all members of the Police Department who hold a rank of Lieutenant or above, Reserve or Auxiliary Police, Dispatchers, part time and/or casual members of the Police Department, clericals, supervisors and professionals as defined by the Ohio Public Employer Collective Bargaining Act, and all other full-time and part-time members.

Section 3. The Township will provide the OPBA with a list of all members in the classifications covered by this Agreement indicating the member's starting date of employment. This Seniority List will be updated no less frequently than annually, and the Township will provide the updated list to the OPBA no less frequently than annually.

ARTICLE 3 - DUES DEDUCTION

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the monthly OPBA dues from the wages of those members who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any members of the Montville 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 OPBA from time to time in accordance with its Constitution and ByLaws. The OPBA shall certify to the Employer the amounts due and owing from the members involved.

Section 3. The Employer shall deduct dues, initiation fees or assessments in equal amounts from each pay. If a member 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 these members authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 5. The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 4 - AGENCY SHOP

Section 1. Upon completion of sixty (60) days' employment as Officer with Montville Township, all members of the bargaining unit, as identified in Article 2 of this Agreement shall either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a service fee to the OPBA in an amount to be determined by the OPBA, which shall have the

sole responsibility for the accuracy of such amount, as a condition of employment, all in accordance with Ohio Revised Code Section 4117.09.

Section 2. In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article 3 of this Agreement, entitled “Dues Deductions,” provided that such members need not sign an authorization card for such deduction to be made.

Section 3. The OPBA shall indemnify and hold the Township harmless from any claims, suits, or actions resulting from its collection of service fees under this Article.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1. Except as limited by provisions of this Agreement, the Township reserves and retains, solely and exclusively, all rights, powers, and authority, including the right to determine and fulfill the mission of the Police Department, to determine staffing policy, and in all other respects plan, manage, evaluate, administer, govern, control, and direct its personnel and operations. It is further recognized that the Township has the right to:

- (a) Determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the Township and of the Police Department, standards of service, overall budget, utilization of technology and organizational structure.
- (b) Establish, modify and enforce reasonable personnel policies and work rules, and regulations and standards for member’s performance.
- (c) Determine standards of dress, grooming, and fitness for duty.
- (d) Determine the size, composition, structure, and adequacy of the workforce.
- (e) Establish and determine job qualifications and duties, and to establish, modify, consolidate, and abolish job classifications.
- (f) Hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, layoff, retain, discipline, suspend and discharge members for just cause.
- (g) Allocate work among members, divisions, or departments, and to determine work methods and responsibilities.
- (h) Set work schedules, including but not limited to work week, start and quit times, length of workday, shift times, and number of shifts.

- (i) Subcontract work for good faith reasons, such as economic necessity only.
- (j) Determine overall methods, processes and means by which operations are to be efficiently and effectively conducted.
- (k) Determine and introduce new and/or improved equipment, methods, and facilities.
- (l) Determine the financial Policies of the Township and of the Police Department, including the exclusive right to allocate and expend all funds of the Township.
- (m) Determine and schedule overtime as required in the manner most advantageous to the requirement of efficient Police Department operations.
- (n) Train or retrain bargaining unit members as appropriate, and to establish the education and training requirements for the Police Department.
- (o) Manage and determine the location, type and number of physical facilities, equipment, programs, and determine the work to be performed.
- (p) Determine the Police Department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes.
- (q) Assign any person having rank with the Montville Township Police Department to do bargaining unit work when reasonably necessary.
- (r) Do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as provided for in this Agreement.

Section 2. Notwithstanding §4117.08 of the Ohio Revised Code, the Township is not required to bargain with the OPBA with respect to its exercise of any of the rights set forth in this Article or under Ohio Revised Code §4117.08(C).

Section 3. Nothing contained in this Article shall be construed as affecting the respective rights and authority of the Township and of the Chief of Police, as set forth in Sections 505.49 (B)(1) and (2) of the Ohio Revised Code.

Section 4 - Discipline and Discharge. Members may not be disciplined or discharged without just cause.

ARTICLE 6 - MEMBER RIGHTS

Section 1. Upon request, a member has the right to the presence and advice of a Union witness at an investigatory disciplinary interview, but such advice shall not be disruptive.

Section 2. The Township shall adhere to the federal Constitution requirements, if any, as to informing a suspect in a criminal investigation of his/her constitutional rights.

Section 3. All investigations and interrogations will be conducted in a private and business like manner. If a bargaining unit member asks whether his refusal to answer questions or participate in an investigation will subject him to discipline, the Employer will advise him accordingly.

Section 4. Interview sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

Section 5. If a bargaining unit member asks about the nature of any investigation he is asked to participate in, the Employer will advise him accordingly if, in the Employer's judgment, a frank reply will not compromise the investigation.

If the member being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 6. An member may request to review his personnel file, add memoranda to the file clarifying any documents contained in the file and may have a Union witness present when reviewing his file. A request for copies of items included in the file shall be honored.

Section 7. In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the member under investigation.

Section 8. In case of an anonymous or unsigned complaint, no further action will be taken unless the Chief reasonably believes that further investigation is warranted. The Chief or his designee shall so indicate by signing the complaint form. Unsubstantiated complaints shall not be placed in the Bargaining Unit Member's file.

Section 9. Any complaint alleging wrong doing on the part of a Bargaining Unit member shall be reduced to writing and the complainant shall be asked to sign the complaint form. In the event the complainant's statement is illegible, the Department will either translate or tape record the complaint as appropriate. The transcription and/or tape recording shall be retained in the

member's file. The Chief or his designee shall investigate any signed complaint. After the initiation of the investigation of a complaint, the Bargaining Unit Member may be required to submit a written report to the Chief or his designee explaining the incident(s) that led to the complaint. The Bargaining Unit member shall be entitled to receive a written report of the results of the investigation from the Chief or his designee within fourteen (14) calendar days after the investigation is complete. The results of said investigation of any founded complaint against a Bargaining Unit member shall be placed in the Bargaining Unit Member's file.

ARTICLE 7 - NON-DISCRIMINATION

Section 1. The parties agree that neither the Township nor the OPBA shall discriminate against any individual on the basis of his membership or non-membership, or participation or non-participation in OPBA matters. Both parties further agree that equal opportunity will be provided to all bargaining unit members regardless of race, color, creed, age, sex, national origin, or disability. The male pronoun or adjective, where used herein in this Agreement, refers to the female also, unless otherwise indicated.

ARTICLE 8 - ASSOCIATION REPRESENTATION

Section 1. The parties recognize that it may be necessary for a member representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operation needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. The member shall not experience any loss of pay for acting in the capacity of an OPBA representative under this Article during his normally assigned duty hours. Union business conducted on Township time shall not cause a disruption of work. Union representatives who abuse this provision will be subject to discipline.

Section 2. Only one (1) member of the bargaining unit will be allowed to participate in collective bargaining meetings with the employer, with pay, during the member's regular working hours. The Township shall not have to pay overtime as a result of any member's participation in collective bargaining negotiations.

ARTICLE 9 - BULLETIN BOARD

The Township shall furnish adequate bulletin board space in the Police Department for use by the OPBA. Such bulletin board space shall be used only for posting notices of reasonable size bearing the written approval of the OPBA and shall be solely for OPBA business and recreational and social activities of the OPBA. There shall be no notices or other writings posted which contain anything political, religious, controversial, or critical of the Township or any other institution, or any members or other persons. Upon the request of the Township or the Chief of Police, the OPBA shall immediately remove any material posted in violation of this Article.

ARTICLE 10 - NO STRIKE/NO LOCKOUT

Section 1. The OPBA shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any member, instigate or participate in, directly or indirectly, any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage, sympathy strikes, picketing, or interference of any kind with any operations of the Township, including the operations of the Police Department. Furthermore, all lawful orders of superior officers shall, at all times, be followed and complied with immediately.

Section 2. The OPBA shall, at all times, cooperate with the Township in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this Article. In the event that any violation of Section 1 of this Article occurs, the OPBA shall immediately notify all members that the strike, job action, concerted "sick" leave, slowdown, picketing, work stoppage, or other interference with any operations of the Township or of the Police Department is prohibited and is not in any way sanctioned, condoned or approved by the OPBA. Furthermore, the OPBA shall immediately advise all members to return to work at once.

Section 3. Any member who violates this Article shall be subject to discipline, including possible discharge. The Township shall have the right to impose a different type of discipline for violations of this Article, based on the nature and extent of the respective member's planning and participation in the work interruption at issue. Any member disciplined for violation of this

Article shall have access to the grievance and arbitration procedure set forth in Article 12.

Section 4. The Township shall not lock out any members for the duration of this agreement.

ARTICLE 11 - DISCIPLINE

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

Section 2. The Employer shall document all reprimands and shall deliver the same to the affected members, with a copy placed in the member's personnel file.

ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. It is mutually understood that the prompt presentation, adjustment and resolution of grievances is desirable in the interest of sound relations between members, the OPBA and the Township. The procedures specified in this Article provide the exclusive system for a fair, expeditious, and orderly adjustment of grievances of bargaining unit members. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as soon as feasible, and if possible, at the lowest step of this procedure.

Section 2. A grievance is any dispute or difference between the Township and the OPBA, or between the Township and a member, which concerns the interpretation and/or application of and/or compliance with any provision of this Agreement. This grievance procedure shall not preclude discussions between members and the Chief of Police or his designee, or the Sergeant regarding workplace issues.

Section 3. The following procedures shall apply to all grievances arising under this Agreement:

Step 1 A grievance must be presented in writing to the Chief of Police ("Chief"), or his designee, within seven (7) calendar days of the occurrence that gives rise to the grievance or the member's reasonable knowledge thereof. The Chief, or his designee, shall have seven (7) days following such presentation to submit a written response.

Step 2 Should the OPBA decide to process the grievance further, the OPBA may file, within thirty (30) days after the Township's Step 1 answer was issued, an appeal to the Township's Board of Trustees. Such appeal shall be in writing and shall include a statement of the original grievance. The Board of Trustees or its designated representative shall answer the grievance in writing within twenty (20) calendar days

following receipt of that appeal.

Step 3 If the grievance is not resolved at Step 2, then the OPBA, upon written notice to the Board of Trustees not later than twenty (20) working days after the Township's answer in Step 2, may submit the grievance to arbitration. If the Township and the OPBA cannot agree upon an impartial arbitrator, the OPBA may request a panel of eleven (11) arbitrators from the American Arbitration Association ("AAA"), and the parties shall, within sixty (60) days, thereafter choose an arbitrator under the AAA's then applicable rules.

Section 4. Whether or not the parties select an arbitrator from the AAA, the arbitration will be conducted in accordance with AAA rules and the arbitrator will be bound by the AAA rules of professional responsibility.

Section 5 – Arbitration. The arbitrator shall not have the authority to add to, subtract from, amend or modify in any way the terms of this Agreement, or to establish new terms or conditions under this Agreement, or to make any award that is contrary to law.

Section 6. In discipline cases, the arbitrator's authority is generally limited to determining whether the member was disciplined [with] just cause. The arbitrator is not generally authorized to alter the discipline the Employer imposed unless the level of discipline imposed is plainly unfair in the arbitrator's view.

Section 7. The parties shall split the arbitrator's fees. However, if the arbitrator feels that there is a prevailing party in arbitration, he may determine how his fee is paid. All expenses relating to calling of witnesses or the obtaining of depositions or any other similar expenses associated with such proceedings shall be borne by the party who requests such witnesses or depositions.

Section 8. Any dismissal of a particular grievance by the Arbitrator whether on the merits or on procedural grounds, shall bar any further arbitration of that particular grievance, but the Union will still retain the right to appeal any such grievance to federal court.

Section 9. The procedures set forth in this Article shall be the exclusive method of redressing grievances between the parties and the decision of the arbitrator shall be final and binding upon the Township, the OPBA, and all members. Any grievance resolved without arbitration shall be deemed settled on a non-precedent setting basis with respect to grievances of a like nature. The parties also may mutually agree in writing that a particular settlement or

resolution shall be on a non-precedent setting basis.

Section 10. A bargaining unit member requested to appear at the arbitration hearing by either party shall attend without the necessity of a subpoena. If the member is requested by the Township, the member will be paid for all hours spent at the hearing. If the member is requested by the Union, member will be paid for all hours spent at the hearing that they would have normally been scheduled to work.

Section 11. The parties shall have the right to require the arbitrator to render his decision within thirty (30) days of the submission of briefs by the parties, which time may be extended by mutual agreement of the parties.

Section 12. Notwithstanding any statutory, administrative, or AAA rule to the contrary, if the parties agree that the Arbitrator's award may be submitted to the parties by e-mail or other electronic means, that award will be deemed final and binding even if unsigned. In the event the parties utilize this Section, the Arbitrator shall also provide a signed hard copy of the award. But the signed hard copy must duplicate the first e-mail award, aside from non-substantive changes such as the corrections or mathematical and/or grammatical errors, and will not alter the final e-mail award in any way.

Section 13 - Time Limitations. To be considered valid, a grievance must be initially presented within seven (7) calendar days of the occurrence of the alleged violation of the Agreement, or the member's reasonable knowledge thereof. A grievance which is not timely filed under this provision shall be void. Once a grievance is originally timely filed and the Township fails to answer it in a timely manner, then the grievance shall automatically proceed to the next step of the Grievance Procedure. Where a grievance is not appealed by the OPBA to the next higher step within the prescribed time limit, the grievance shall be barred from further proceedings. Once a grievance is originally timely filed, the parties may by mutual written agreement extend the time limit in which to answer it or appeal it to the next step. The parties may mutually agree to escalate the grievance to any step in order to promote the expeditious resolution of any grievance. All disciplinary grievances may be initiated directly at Step 2.

Section 14. The OPBA shall have final authority, in its capacity as exclusive representative of the members covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure.

ARTICLE 13 - PROBATIONARY PERIOD

Section 1. A new bargaining unit member shall be on probation for a period of three hundred sixty-five (365) days after starting employment.

Section 2. During the probationary period, a bargaining unit member shall not have the right to avail himself of the grievance and arbitration procedure of this Agreement for any reason. During the probationary period, a bargaining unit member may be removed from the service of the Township Police Department and from Township employment at any time and for any reason without recourse under this Agreement or otherwise.

Section 3. Probationary members may use no more than one (1) work day of paid sick leave during their first six (6) months of employment. However, such members shall earn sick leave during probation.

Section 4. Probationary members may not take paid vacation; however, such members shall earn vacation during probation.

Section 5. Probationary members have the same eligibility as senior members for the following benefits: holiday pay, earning and using compensatory time, military leave, jury duty pay and bereavement.

ARTICLE 14 - SENIORITY

Section 1. Seniority for a full-time member shall mean the uninterrupted length of continuous service with the Montville Township Police Department. The date of a member's service shall be counted from his most recent date of hire. A member shall have no seniority during his Probationary Period, but upon completion of the Probationary Period, seniority shall be retroactive to his date of hire or re-hire, as applicable.

Section 2. All newly hired members shall be considered to be on probation for a period of three hundred sixty-five (365) calendar days from their date of hire; provided, however, that, for any individual who has been on leave in excess of more than thirty (30) work days, the probationary period shall be extended for the number of work days that the member's leave had exceeded thirty (30) work days. If a member's seniority is broken or terminated and he is later rehired, he shall be considered to be a new member and subject to the provisions of this Section.

Section 3. An authorized leave of absence does not constitute a break in service, except as provided in Section 4(c). Seniority shall continue to accumulate during the term of the leave, provided that the member complies with the provisions of this Agreement governing his leave of absence, and that the member is reinstated following the leave.

Section 4. Seniority shall be terminated for the following reasons:

- (a) Voluntarily quit or resignation.
- (b) Discharge for just cause.
- (c) Involuntary layoff or leave of absence exceeding twenty-four (24) months.
- (d) Absent without notice for more than three (3) consecutive work days, unless due to circumstances beyond the member's control.
- (e) Failure to report to work when recalled from layoff within two (2) calendar weeks from the date on which the Township sends or delivers the member a notice to report to work (to the last known address as shown on the Township's records).
- (f) Failure to report to work within two (2) working days following the termination of any excused leave of absence unless such time is extended in writing by the Township.

Section 5. If more than one (1) member has the same seniority date, seniority shall be determined by the highest score on the written Montville Township Police Department pre-employment exam. If those scores still produce a tie, then the last four digits of each member's Social Security Number will determine seniority, with the lowest number having the greater seniority.

Section 6. Bargaining unit members who are reinstated or re-employed from layoff within twenty-four (24) months of the layoff date will retain all previously accumulated seniority, but will not be credited with seniority for the time spent on layoff.

Section 7. A member transferred or promoted to a position outside the bargaining unit may be returned by the Township to the bargaining unit at any time with fully accrued seniority.

ARTICLE 15 - PERFORMANCE EVALUATION/PROMOTIONS

Section 1. Performance evaluations are an integral part of communications between the member and supervisor. The results of performance evaluations are a factor in determining

promotions. Evaluations are conducted after 90 days of service and after that on an annual basis. Additional evaluations may be conducted as needed.

Performance evaluation will be conducted by the Chief or his designee. If an appropriate supervisor is available, the Chief will secure relevant information to include in the evaluation. All formal evaluations will be written and will be conducted in a private meeting. The member will sign the review to indicate that he/she has read the report, or the reviewing officer will record that the member has seen the report. Any part of the performance evaluation which is rated unsatisfactory requires an agreed upon written plan of correction which includes a timetable.

Section 2. Promotions shall be based upon the scores received from an independent test (70%) plus 30% at the Employer's discretion. Before an officer may take a test they must have worked for the Township as a full-time officer for two (2) years.

Section 3. Demotion back into Unit. Any officer promoted from a police officer to a sergeant or above from within the bargaining unit shall return to the last position that the officer held prior to being demoted.

ARTICLE 16 - LAYOFF AND RECALL

Section 1. If the Township decides in its sole discretion to reduce the work force, layoffs and recalls from layoffs shall be based on seniority within the affected classification, but subject to the provisions set forth in this Article. Seniority shall mean length of continuous service in a classification.

Section 2. Whenever layoffs become necessary, part-time, temporary, casual and probationary members shall be laid off first, regardless of seniority or classification.

Section 3. In implementing layoffs within a particular classification, the Township will lay off members by seniority in the bargaining unit, except as provided for in Section 5 below.

Section 4. In recalling members within a particular classification following a layoff, the Township shall recall members in inverse order of the layoff, last laid off first rehired, but subject to the provisions set forth in Section 5 below.

Section 5. Sergeants will be permitted to bump into the Patrol Officer bargaining unit by

seniority if the Sergeant's classification seniority plus an additional twenty five percent (25%) would permit him/her to do so (example: a Sergeant with four years' classification seniority will be credited with five years for this purpose). This seniority enhancement is an artificial, momentary device and shall be used for no other purpose (such as vacation earnings, etc.) except that set forth in this Section. A Sergeant who successfully bumps down with the aid of this enhancement will revert back to his classification seniority if and when he is recalled as a Sergeant. If a Sergeant is laid off or bumps to the rank of Patrol Officer, he or she must be reinstated to Sergeant before any Patrol Officer can be promoted and/or before another Sergeant can be hired from outside.

Section 6. A member who is laid off shall be eligible for recall from lay off for a period of twenty-four (24) months.

Section 7. Notice of recall shall be sent to the member's last known address listed on the Township's records and shall be sent by certified mail or hand-delivered. A member who does not report to work within fourteen (14) calendar days from the date the Township sends or delivers to the member a recall notice shall be considered to have resigned his position.

Section 8. In case of layoffs, the Township shall give the OPBA and the affected members as much advance notice as is possible, but at least fourteen (14) calendar days prior to the reduction in force.

ARTICLE 17 - DUTY HOURS

Section 1. The regular work week for all Bargaining Unit Members shall be defined as seven (7) days beginning on Saturday at 2100.0 hours and ending the following Saturday at 2059.59 hours. Normal *work* schedules shall be either five (5) consecutive days with two (2) consecutive days off, or four (4) consecutive days with three (3) consecutive days off, except in the case of an emergency as determined by the Chief.

Section 2. A "tour of duty" for a Bargaining Unit Member means the normal shift to which the member is scheduled to work. Non-bargaining unit members (excluding the Montville Chief of Police, Lieutenant and all sworn Part-Time Montville Police Officers) shall not perform bargaining unit work, except in the case of emergencies, to provide lunch or comfort breaks, or

where there are insufficient bargaining unit members available to do the work. The Township's exercise of its rights under this Section shall not be used, nor is this Section intended to be used, to erode the Bargaining Unit.

Section 3. Work to be scheduled according to the following:

(a) The Township shall use its best efforts to post the work schedule thirty (30) days in advance of the first effective date of the schedule. Every possible attempt will be made to adhere to that schedule by both the department and the bargaining unit. Full-time members requesting time off shall be given priority over part-time members requesting the same time off.

(b) The Employer reserves the right to change the schedule; however, the affected Member(s) must be given seven (7) days prior notice for such changes affecting the Member's work schedule for more than two (2) work days. Extended changes to a Member's schedule (for more than one week) must be justified by the employer to the affected Member(s) in writing, and cannot be done for disciplinary reasons.

ARTICLE 18 - OVERTIME AND COMPENSATORY TIME

Section 1. "Overtime hours" means hours or fractions thereof which are worked by a Member in excess of:

- (a) eight (8) consecutive hours when working an eight (8) hour shift within a twenty-four (24) hour period;
- (b) ten (10) consecutive hours when working a ten hour shift within a twenty-four (24) hour period; or
- (c) hours or fractions of hours worked in excess of forty (40) hours within a work week, when approved by the Chief, or his designee.

Section 2. There shall be no pyramiding of overtime.

Section 3. In calculating overtime compensation, sick leave, vacations, holiday, and compensatory time hours shall be included in the calculation. No Member, however, shall receive more than eight (8) hours of combined tour of duty hours and paid time off within a twenty-four (24) hour period. No more than 10 hours while working a 10 hour shift.

Section 4. Overtime compensation shall be compensated at (a) the rate of one and one-half the Member's hourly rate of pay or (b) compensatory time off at the same rate to be taken off only when requested by an member and approved by the Chief of Police.

Section 5. Members may accumulate up to one hundred-twenty (120) hours of compensatory time earned pursuant to Section 4. Notwithstanding any other provision of this contract, any member who has one hundred-twenty (120) hours of compensatory time banked will not have the option of accumulating additional compensatory time, but will be paid at the applicable overtime rate; hours being redeemed due to the initial adoption of this amended section 5 will be paid within sixty (60) days after the agreement is executed.

Section 6. Whenever approved by the Chief, members called in to work or appearing in court on behalf of the Employer while off duty, shall be paid for the actual time worked or a minimum of three (3) hours of overtime, whichever is greater. This shall apply to range time, departmental meetings and in-service training.

The three (3) hour minimum shall not apply to such call-in work that is less than three hours in duration where such work ends within two (2) hours of the beginning of a tour of duty, or that begins within two (2) hours of the end of a tour of duty.

Section 7. Any Member assigned to Field Training another Montville Township officer shall receive a maximum of one and one-half hours of compensatory time per full shift of training or a maximum of three quarters of an hour of compensatory time for training hours between a half a shift up to a full shift. No additional compensatory time will be earned by the Member for training hours beyond the standard full shift or training hours less than one half of a shift

ARTICLE 19 - VACATION

Section 1. Each full time member shall earn and be entitled to paid vacation in accordance with the following schedule subject to the provisions of Sections 2 and 3 below:

<u>Length of Completed Service</u>	<u>Hours</u>
1 - 4 years	80 hours
5 - 11 years	120 hours
12 years or more	160 hours

Section 2. Earned vacation shall be awarded on January 1 of the year of a member's anniversary date in accordance with the above schedule. If the member is not employed by the Employer on the anniversary day in which they move to the next vacation accrual, they must not use the new vacation week or must pay the Township back for its use.

Section 3. Probationary members shall earn vacation credit each month at the rate of 1/12 of the member's current annual vacation allotment (to 80 hours) for every month in which the member works or is paid for at least one-hundred and twenty (120) hours. Such members may use vacation earned between the member's date of hire and December 31 of that year during the following calendar year. Thereafter, the member shall earn vacation according to the formula set forth in Section 1 & 2.

Section 4. An annual vacation draw for vacation will take place in December of each year for the following calendar year. The rewarding of vacation selection shall be based on seniority. Any vacation time not selected prior to the actual calendar year shall be rewarded on a first come, first served basis. All requests will be submitted to the Chief, or his designee, for approval and such approval shall not be unreasonably denied. Requests shall be acted upon within one (1) week and once approved, shall not be changed except in an emergency. The avoidance of overtime payments or the lack of part-time help shall not be considered an emergency. Vacation time must be taken in increments equal to one half of a shift of work.

Section 5. During the month of December each year, all available but unused vacation time will be paid, limited to what a member earned in the calendar year, to a member upon notification of the Fiscal Officer by December 1. It is the member's responsibility to timely submit a written request for payment for such vacation to the Township Fiscal Officer. In the event that the Member separates from employment with the Township, the Member will be paid out in full for all unused vacation at the time of separation.

Section 6. Notwithstanding any other provision of this Agreement, during the three years immediately preceding a Member's retirement, such Member may cash out his/her current year's vacation.

Section 7. Vacation not taken and/or cashed out per Section 6 in the year following its accrual, may be carried over, and such carried-over vacation shall be placed in the Member's "carry-over bank." In no case may any member's carry-over bank total more than two hundred forty (240) hours.

Section 8. Members may use vacation from their carry-over bank in one of two ways:

- (a) Schedule and take the entire contents of the carry-over bank during the three years immediately prior to retiring from the Montville Police Department.
- (b) Members with more than ten (10) years service with the Montville Police Department may use up to one (1) week from their carry-over bank to supplement a current year's vacation. This provision is subject to the Chief's prior approval and such approval shall not be unreasonably denied. No member may use this provision (Section 9 (B)) more than one time during his/her employment.

Section 9. Vacation pay shall be paid at the regular base rate of pay applicable at the time a vacation is taken for the member's job classification.

ARTICLE 20- HOLIDAYS

Section 1. All full-time members shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 2. Members shall earn hours scheduled to work pay or compensatory time for each holiday. Compensatory time may be taken off only when requested by an member and approved by the Chief of Police. Further, members working on a holiday shall receive one and one-half (1-1/2) times the member's normal rate of pay for all work performed on that work day.

In the event that, after the schedule has been posted, an officer should be requested to work on a holiday for more than ten hours, the time worked on the holiday beyond the initial ten hours shall be paid at double time. In the event that, after the schedule has been posted, an unscheduled officer is called in to work in connection with an emergency response, the time worked on the holiday shall be paid at double time.

Section 3. In order to qualify for holiday compensation, the member must work his regularly scheduled shift just prior to the holiday and his regularly scheduled shift just after the holiday.

Vacation, compensatory and bereavement time will count as work for purposes of this

paragraph. Sick leave, if accompanied by a valid doctor's note, will count as work for purposes of this paragraph.

ARTICLE 21- SICK LEAVE

Section 1. Each full-time, non-probationary member on the Police Department's active roster shall be eligible to accumulate up to one hundred twenty (120) hours of paid sick leave per year. All members will earn ten (10) hours of paid sick leave per calendar month provided the member works, or is paid for at least one hundred twenty (120) hours that month. Probationary members' usage of paid sick leave is limited as set forth in Article 13, Section 3 of this Agreement.

In the event that a member does not actually use any sick leave for the periods January through June or July through December, in any calendar year, that member shall be paid an incentive for each respective half-year in the amount of three hundred dollars (\$300), less applicable payroll taxes.

Section 2. Sick Leave under this policy may be requested for the following reasons:

- (a) Illness or injury of the member or his spouse, parents or children.
- (b) Medical, dental or optical examinations or treatment of the member or his spouse, parents or children, if such examinations or treatments cannot be scheduled outside of normal work hours.
- (c) Pregnancy, child birth and/or related medical conditions.

Section 3. If a member is absent for more than three (3) consecutive days, he/she will be required to present a physician's certificate as a condition of receiving Sick Leave pay. The physician's certificate in writing needs to state the member's name, the start and end dates of the leave and the reason for the leave. The Township maintains the authority to investigate the circumstances and legitimacy of any member's absence and the member must cooperate by making his/her relevant medical records available to the Township. A member's refusal to provide relevant documentation under this Article will be grounds for discipline up to and including discharge.

Section 4 - Payment. The payment for each Sick Leave day taken shall be based upon the member's hourly rate times the number of hours in his normal work day. The Township has

the right to require member's to use their sick leave, compensation and vacation time available concurrently with their FMLA time. Member has the right to determine which type of time is to be used first.

Section 5. Each Member may accumulate a maximum of one thousand five hundred (1,500) hours of paid sick leave with a maximum cash out at retirement of one thousand (1,000) hours, refer to Section 11.

Section 6. Sick Leave shall be charged in minimum amounts of one (1) hour.

Section 7. A member who requests Sick Leave must contact the department each day of his absence at least one (1) hour before his scheduled starting time, but the officer shall make every effort to contact the department as early as possible. In the event the officer's doctor has stated that the officer must remain off duty for more than one day, the officer must report the expected duration of his/her absence rather than contacting the department each day. Failure to do so may result in denial of Sick Leave for the period of absence. The member will submit to any medical examination, nursing visit or other inquiry which the Township or its designee deems necessary.

Section 8. Vacation Leave may be used for Sick Leave purposes at the member's request and the approval of the Township or its designee, after Sick Leave is exhausted. Members who have exhausted all Sick Leave and Vacation Leave credits may, at the discretion of the Township, be granted a personal leave of absence without pay for a period not to exceed six (6) months.

Section 9. A member who fraudulently obtains Sick Leave or who alters a physician's certificate or falsifies Sick Leave records shall be subject to disciplinary action, up to and including discharge.

Section 10. Paid Sick Leave will be counted for purposes of calculating overtime.

Section 11. At the time of retirement [*but for no other reason*] from active service with the Township, providing that the member has completed ten (10) or more years of continuous service in the Montville Police Department, the member may elect to cash out a maximum of one thousand (1,000) hours, by filing written notice to the Township Fiscal Officer within thirty (30) days prior to the effective date, to be paid in cash for the value of his/her accrued but unused paid sick leave at the rate of thirty cents on the dollar. Such payment shall be based upon the

member's current base hourly rate of pay. Such payment shall eliminate all sick leave credit accrued by the member at that time. Such payment shall be made only once to a member during his/her lifetime.

Section 12. Parental and Pregnancy-Related Medical Leave may be requested according to the following:

- 1) Parental Leave. The Township will allow up to two weeks parental leave for bonding with a child to any parent immediately following a birth or adoption within the first thirty days of the event when documentation and requested paperwork is completed.
 - (a) The Member may shall use any sick leave, vacation leave or compensatory time available as reflected in the Fiscal Officer's records to cover the leave period taken. If no paid leave time is available, such leave shall be without pay.
 - (b) A Member who requires additional leave *beyond* the first two weeks, upon request and approval, shall utilized any vacation or compensatory time remaining to the member as reflected in the Fiscal Officer's records or take such leave without pay. Leave for medically-necessary reasons refer to Article 21-Sick Leave.
 - (c) Any leave time beyond the initial two weeks shall be subject to continuing review and approval of the Chief of Police in thirty day increments.

A time sheet is required to be completed electing the leave requested and submitted timely for payroll processing or a written request for the leave to be unpaid submitted to the Chief of Police.

- 2) Pregnancy-Related Medical Leave. The Township will allow up to eight weeks pregnancy-related medical leave for pregnancy, childbirth, or medical conditions relating thereto when a doctor provides a medical leave of absence and/or immediately following the event when a doctor provides a medical leave of absence. Leave approved under this subsection (2) must, at all times, be medical necessary.
 - (a) The Member shall use any available sick leave, vacation leave or compensatory time available as reflected in the Fiscal Officer's records to cover the leave period taken. If no paid leave time is available, such leave shall be without pay.

- (b) A Member who requires additional leave *beyond* the first eight weeks, upon request and approval, shall utilize any vacation or compensatory time remaining to the member as reflected in the Fiscal Officer's records or take such leave without pay. Leave for medically-necessary reasons refer to Article 21-Sick Leave.
- (c) Thereafter when all accruals are exhausted, such medically-necessary additional leave shall be without pay and shall be subject to continuing review and approval of the Chief of Police in thirty day increments.

A time sheet is required to be completed electing the leave requested and submitted timely for payroll processing or a written request for the leave to be unpaid to the Chief of Police.

ARTICLE 22 - BEREAVEMENT LEAVE

Section 1. When a death occurs in the immediate family of a member, the member may be granted Bereavement Leave, on request, for up to three (3) working days with pay (or for such fewer days as the member may be absent from work) immediately following a death. For purposes of this Article, immediate family shall include family members whose relationship to the member is current, including the member's spouse, father, mother, brother, sister, son, daughter, mother-in-law, father-in-law, grandchildren, grandfather and/or grandmother, including current grandfather-in-law and/or current grandmother-in-law, step child or other blood relative for whom an member may have custodial responsibility.

Section 2. When a death occurs in the extended family of a member, the member may be granted paid Bereavement Leave, on request, for one (1) day. For purposes of this section, extended family shall include the member's blood relatives other than as specified in Section 1 above.

Section 3. Arrangements for bereavement leave are to be made with the member's immediate supervisor. Bereavement Leave pay shall be calculated in the same manner as Sick Leave pay.

ARTICLE 23 - JURY DUTY

Section 1. After receiving a notification of jury duty, the member must present the notice to the Chief or Supervisor within the member's next two scheduled duty days. The failure to do so may result in discipline, including in the egregious case, the member forfeiting compensation reimbursement as set forth in this Article.

Section 2. If an member is called for jury duty, he/she shall be transferred to day shift for the duration of the jury duty. He/she may choose to be compensated in one of the manners set forth below:

- (a) The member may choose to receive his regular hourly wage in full for such time from the Township (to a maximum of eight (8) hours per day). In such a case, all monies received as compensation for jury duty shall be turned over to the Township Fiscal Officer in full.
- (b) The member may choose to retain all the monies received as compensation for jury duty. The Township will pay the difference between the jury duty compensation and the member's regular wage (based on eight (8) hours per day).

Section 3. The member will be expected to report for work following jury duty, if more than two hours of his/her scheduled work day could be worked upon the member's return from jury duty. The Township shall have the authority to verify the time the member was released from jury duty. Any member who fails to provide information requested by the Township under this Article shall be subject to discipline up to and including discharge.

Section 4. If a member is called for jury duty outside of his/her regular scheduled working hours, and does not want to switch to day shift, all monies received as compensation for such jury duty shall be retained by the member, and the member will not be compensated by the Township.

ARTICLE 24 - MILITARY LEAVE

An unpaid military leave of absence will be granted to members who are absent from work because of service in the U.S. uniformed services in accordance with applicable Federal and State law (USERRA, 38 U.S.C. 4301, et seq., O.R.C. Title 59 §§5903, et seq., 5923.05). Members may use any available paid time off during a military leave.

ARTICLE 25 - WAGES AND PENSION

Section 1 – Wages. Members shall be paid as follows. As used below, “Years of Service,” means service in the particular classification **and** in the Montville Police Department, provided that a Sergeant who “bumps down” into the patrolman's unit will be credited with his/her entire years of service with the Montville Police Department for wage purposes.

Years of Service Patrol Officer	January 1, 2015	January 1, 2016	January 1, 2017
4+ Years	\$27.00	27.54	28.09
3+ Years	\$25.98	26.50	27.03
2+ Years	\$25.76	26.28	26.81
1+ Years	\$24.70	25.19	25.69
0-1 Year	\$20.18	20.58	20.99

Sergeant	January 1, 2015	January 1, 2016	January 1, 2017
3+ Years	\$32.92	33.58	34.25
2+ Years	\$31.32	31.95	32.59
1+ Years	\$29.36	29.95	30.55
0-1 Year	\$27.89	28.45	29.02

Section 2 – Pension. During the term of this Agreement, the Township agrees to continue to pay the same portion of the member's PERS contribution (six percent (6%) of the member's share) that it paid prior to the execution of this Agreement.

ARTICLE 26 - INSURANCE

Section 1 - Medical Insurance. During the term of this Agreement, the Township will provide Medical Insurance to Members of the bargaining unit. The Township shall pay, either all or part of the Medical Insurance monthly premium as specified in the table below. During the term of this Agreement, the Township agrees to maintain medical benefits that are comparable to

those it offered prior to the execution of this Agreement. Medical benefits are “comparable” regardless of which medical provider, medical organization, medical facility, medical institution, and/or doctor or other medical practitioner provides the medical care or service. “Comparable” does not mean “equal” in the sense of a line-by-line comparison. Rather, whether the benefits offered are “comparable” necessitates an evaluation of the plan(s) as a whole, including the medical network.

Member Monthly Premium Contribution	Medical Insurance 2015	2016	2017
Single	\$20/month	\$20/month	\$20/month
Family	\$50/month	\$50/month	\$50/month

Section 2 – Dental Insurance. During the term of this Agreement, the Township will provide Dental Insurance to Members of the bargaining unit. The Township shall pay, either all or part of the Dental Insurance monthly premium as specified in the table below. During the term of this Agreement, the Township agrees to maintain dental benefits that are comparable to those it offered prior to the execution of this Agreement. Dental benefits are “comparable” regardless of which dental provider, dental organization, dental facility, dental institution, and/or dentist or other dental practitioner provides the dental care or service. “Comparable” does not mean “equal” in the sense of a line-by-line comparison. Rather, whether the benefits offered are “comparable” necessitates an evaluation of the plan(s) as a whole.

Member Monthly Premium Contribution	Dental Insurance 2015	2016	2017
Single	\$7/month	\$7/month	\$7/month
Family	\$12/month	\$12/month	\$12/month

Section 3 – Life Insurance. During the term of this Agreement, the Township will provide Life Insurance to Members of the bargaining unit. The Township shall pay the entire

Life Insurance monthly premium during the term of this Agreement. During the term of this Agreement, the Township agrees to maintain life insurance that is comparable to the insurance it offered prior to the execution of this Agreement. Life insurance is “comparable” regardless which company or administrator provides the insurance. “Comparable” does not mean “equal” in the sense of a line-by-line comparison. Rather, whether the benefits offered are “comparable” necessitates an evaluation of the plan(s) as a whole.

Section 4 – Vision Care Insurance. During the term of this Agreement, the Township will provide Vision Care Insurance to Members of the bargaining unit. The Township shall pay, either all or part of the Vision Care Insurance monthly premium as specified in the table below. During the term of this Agreement, the Township agrees to vision care benefits that are comparable to those it offered prior to the execution of this Agreement. Vision care benefits are “comparable” regardless of which vision care provider, vision care organization, vision care facility, vision care institution, and/or other vision care doctor and/or practitioner provides the vision care or service. “Comparable” does not mean “equal” in the sense of a line-by-line comparison. Rather, whether the member vision care program offered is “comparable” necessitates an evaluation of the plan(s) as a whole.

Member Monthly Premium Contribution	Vision Insurance 2015	2016	2017
Township share of Monthly premiums	50%	50%	50%

Section 5 – Payroll Deduction. All member contributions for insurance under this Article will be effected through payroll deductions.

ARTICLE 27 - LONGEVITY

Section 1. Beginning with each Member’s fifth anniversary of employment with the Montville Police Department, the bargaining unit Member shall receive longevity pay as set forth in the table below and on each year thereafter; provided, however, that the actual payment shall

be issued on or before December 20 of each year, or, in the event employment should end before December 31, at the time the last paycheck is issued.

Years of Service with Montville Police Department	Longevity Payment
5 to 9 (5,6,7,8,9 th year)	\$300.00
10 to 14 (10,11,12,13,14 th year)	\$600.00
15 to 19 (15,16,17,18,19 th year)	\$900.00
20 or more years	\$1200.00

ARTICLE 28 - UNIFORM & EQUIPMENT ALLOWANCE

Section 1. If there are any additions to or changes in bargaining unit uniforms mandated by the Chief, members may exchange uniforms on a one-to-one basis. New members will be provided with a full uniform complement. Non-probationary members shall receive an annual uniform & equipment allowance as set forth below:

2015	\$750.00
2016	\$750.00
2017	\$750.00

The uniform & equipment allowance will be available to members through a voucher system. The eligibility period for the annual uniform & equipment vouchers program will be the anniversary date of the contract. Probationary members will become eligible for a prorated annual uniform & equipment allowance on the their anniversary date of hire. The Employer will continue to supply a bulletproof vest, and provide ammunition at no cost to the members.

ARTICLE 29 - CONFORMITY TO LAW

Section 1. The intent of the parties is that this Agreement supersedes and replaces all Ohio laws and regulations to the fullest extent possible and permitted by Chapter 4117 of the Ohio Revised Code.

Section 2. If the enactment of federal or state 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 portion thereof had not been included herein. In such event, the Employer and OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 30 - MISCELLANEOUS

Section 1. In any instance where the Employer sends a member for a medical test, the Employer shall pay the cost of the examination and shall pay the member for the time expended taking such examination.

Section 2. Paychecks shall be issued in a timely fashion with respect to all shifts.

Section 3. When attending in-service school, members shall be reimbursed for the cost of mileage (if the officer uses his/her own car) and meals in accordance with current Township policy.

Section 4. While on duty, members shall be entitled to reasonable time for meals. During this period, members shall be readily available to answer calls.

Section 5. If the Employer has cause to believe that an member poses a danger to himself or others due to the inability to perform his duties, the Employer may have the member submit to a physical or psychological examination at the Employer's expense. The Employer shall provide written notification in advance to the OPBA and shall place the member on paid administrative leave until the test results are received. The member shall be given copies of all test results.

Section 6 – Canine Officer. It is the intent of this provision to provide full compensation as required by the Fair Labor Standards Act to those members who are responsible for the care, feeding, exercising and boarding of a police service canine. The Township agrees to provide food, and necessary veterinary costs that are required to maintain the police service canine in good health and, in the event of an emergency, for its reasonable emergency veterinary care. Additionally, the parties agree that during the term of this Agreement as compensation for the care, feeding, exercising and boarding of the police service canine, each canine officer shall

receive \$40 per week (gross) in addition to all other remuneration he/she earns.

The parties recognize that a police service canine must attend periodic training. The scheduling of the training day(s) off will be done at the discretion of the Chief or his designee. Canine Officers may request a certain day off to fulfill this requirement but the ultimate decision to schedule the day off rests with the Administration of the Police Department.

The Township agrees to provide a marked police vehicle that the officer may use to transport his canine to and from work. It is agreed that the use of this vehicle off-duty is restricted and can only be used when the officer is involved in a duty related function. The Canine Officer(s) is/are responsible for maintaining the cleanliness of the vehicle.

Section 7. Employer agrees that the number of part-time officers employed will not exceed a ratio of one part-time officer for each four full-time officers.

Section 8. Each calendar year or at time of separation, the Township will pay each Member partial reimbursement for their cell phone expenses according to the schedule below. This payment will be based on a monthly schedule, but will be paid once a year, in December through payroll less appropriate taxes as required by law. The Member must be employed for the entire month to receive the benefit.

Position	Payment (Per Month)
Sergeant	\$30/mo.
Patrol Officer	\$20/mo.
Part-Time Officer	\$10/mo.

ARTICLE 31 – ONCE PER YEAR CASH OUT

Section 1. Once a year each member shall have the option of cashing out the following:

- (a) Vacation
- (b) Compensation Time – Up to 50% of the officer's accrued compensatory time, paid at the officer's current straight time hourly rate, in accordance with the Township officer's compensatory time records.
- (c) Education (See Article 32)

Once per year cash out should be submitted in writing to the Township Fiscal Officer by November 30 for a check to be issued by December 25.

ARTICLE 32 – EDUCATION

Section 1. **Educational Incentive** - Paid in December \$250 per year if request is received by the Township Fiscal Officer by November 30. To receive annually the Educational Incentive, the original diploma needs to be presented once to the Fiscal Officer so a copy can be made for the personnel file.

Section 2. **Educational Reimbursement** - In each fiscal year, the Township will set aside a specific amount of money for the purpose of reimbursing members of the bargaining unit for law-enforcement related educational expenses (the “Education Fund”). The amount will be set by the Montville Township Trustees, with consultation from the Chief of Police. This amount may vary year to year, but the yearly amount will be made known prior to members taking classes, and will be the maximum amount of money available to them for the year.

- I. The Chief of Police is to approve all classes that will be submitted for reimbursement prior to taking the class.
- II. When a minimum grade of C is earned per course, the maximum allowed for reimbursement per member per year is \$500 per course up to a maximum of a \$2,000 per calendar year.
- III. Members may only be reimbursed for (2) classes per semester/quarter.
- IV. Money will be disbursed from the Education Fund on a *first-come-first-served basis*.
- V. In the event any money remains in the Education Fund at the end of any fiscal year, the remainder will revert to the Police Department budget and will not roll over to the next fiscal year.

ARTICLE 33 - DURATION OF AGREEMENT

Section 1. This Agreement supersedes all previous agreement between the parties and is effective retroactive to January 1, 2015 and shall remain in full force and effect through 11:59:59 p.m., December 31, 2017, and thereafter from year-to-year, unless notice of an intent to terminate or modify this Agreement is served by one party upon the other as provided in Section 4117.14 of the Ohio Revised Code.

Section 2. The parties have hereby caused this Agreement to be executed by their duly authorized representative, empowered to act on their behalf.

ARTICLE 34 - EXECUTION

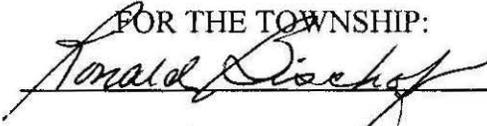
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 9th day of December 2014.

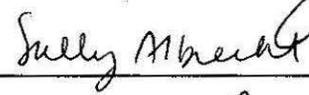
FOR THE UNION:

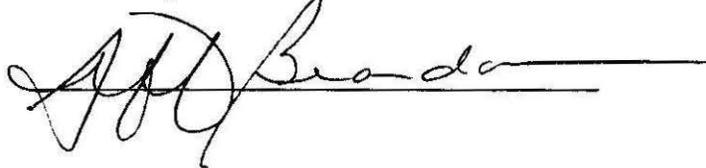




FOR THE TOWNSHIP:







Resolution No. 120914.03 Signatures for:

**Union: Carl Kannenberg & Sgt Chris LaFond
Twp: Trustee Ronald Bischof, Sally Albrecht &
Jeff Brandon**