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AGREEMENT
Between

**BOARD OF WEST CHESTER TOWNSHIP TRUSTEES,
BUTLER COUNTY, OHIO**

and

**FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

October 1, 2015 to September 30, 2018

(Dispatchers)

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AGREEMENT

AGREEMENT made and entered into this ____ day of October, 2015, by and between THE BOARD OF TOWNSHIP TRUSTEES OF WEST CHESTER TOWNSHIP, Butler County, Ohio (hereinafter called the "West Chester Township Trustees" or "Employer" or "Management") and FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. (hereinafter referred to as "Union") acting herein on behalf of the Employees of West Chester Township, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

WITNESSETH:

WHEREAS, the Employer, its successors and assigns hereby recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement protect against interruptions and interferences with services to the citizens of West Chester Township and surrounding communities and to set forth herein their agreement covering wages, hours, and conditions of employment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1

Recognition - The Collective Bargaining Unit

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of a bargaining unit consisting of all full-time Communications Officers/Dispatchers but excluding all other Employees and Supervisors. The bargaining unit was certified on September 19, 1985 in Case No. 84-RC-07-1638 and amended on February 26, 2004 in Case No. 03-REP-07-0128.

Section 2. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article I, Section 1 hereof.

Section 3. For intent, the word Union, when used in this Agreement shall mean the Fraternal Order of Police, Ohio Labor Council, Inc.

ARTICLE 2

No Discrimination

Section 1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, religion, creed, national origin, handicap/disability or sex. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well.

Section 2. No provision of this agreement will be used or construed to prevent, impede or preclude the Employer from satisfying its legal obligations as determined by the Employer to accommodate a disabled worker under the ADA or Ohio or Federal handicap law.

ARTICLE 3

Union Activity, Visitation and Bulletin Boards

Section 1. Upon reasonable notification to the Township Administrator or the Operations Manager – Communications Center (“OMC”), a representative of the Union shall have access to the Employer's premises for the purpose of conferring with management, delegates of the Union and/or Employees for the purpose of administering this Agreement and providing that the Employer's operation shall not be impaired.

Section 2. The Employer shall provide a bulletin board which shall be used for the purpose of posting proper Union notices. Such bulletin board shall be placed conspicuously in the Dispatch Center.

Section 3. No insignia which has not been authorized by the Employer shall be worn on Employee uniforms.

Section 4. No Union business may be conducted during work time without the prior approval of the Employer.

Section 5. Union representatives collectively will be permitted a total of forty (40) hours release time per year to attend Union business, seminars, conferences, conventions or meetings through the use of paid time off (holiday, compensatory or vacation time). Where possible, forty-eight (48) hours advance notice will be given in order to provide for adequate staffing.

ARTICLE 4

No Strike or Lockout

Section 1. No Employee shall engage in any strike, sit-down, slow-down, speed-up, sit-in, cessation, stoppage or refusal to perform work, including any intermittent strike.

Section 2. The Union, its officers and agents, shall not in any way authorize, assist, encourage or participate in any strike, slow-down, speed-up, sit-down, sit-in, cessation, stoppage or refusal to perform work, including any intermittent strike.

Section 3. In addition to any remedy or right provided by applicable law or statute, should a strike, sit-down, slow-down, speed-up, sit-in, cessation, stoppage or refusal to perform work occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- (a) publicly disavow such action by the Employees;
- (b) advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;
- (c) notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately;
- (d) post notices at Union bulletin boards advising that it disapproves of such action, and instructing Employees to return to work immediately.

Section 4. The Employer agrees that it will not lockout Employees during the term of this Agreement and the Union and Employees agree that no picketing against the Employer will occur during the term of this Agreement.

ARTICLE 5

Seniority

Section 1. Definition. Seniority shall be defined as the length of continuous service measured in years, months and days that an Employee has accumulated as a Dispatcher in the service of West Chester Township. If Employees have the same hire date, the Employee released from training first will have seniority.

Section 2. Accrual.

(a) An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.

(b) Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of an approved maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or maternity leave; and during a period of continuous layoff not to exceed six (6) months, if the Employee is recalled into employment; and during a sick leave of up to twelve (12) months.

Section 3. Loss of Seniority.

An Employee's seniority shall be lost and employment terminated when he or she:

- (a) terminates voluntarily;
- (b) is discharged for cause;
- (c) exceeds an official leave of absence;
- (d) is laid off for a period of more than one (1) year if the Employee has less than five (5) calendar years' seniority; or is laid off for a period of more than two (2) years if the Employee has more than five (5) calendar years' seniority.

(e) fails to notify the Employer of his intent to return to work on a recall from layoff, within five (5) days after the Employer has sent notice to him to return by letter or telegram with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his current address.

(f) is absent more than one (1) year because of non-compensable illness or injury, or more than two (2) years because of compensable illness or injury.

(g) accepts other gainful employment during an official leave of absence or otherwise without the written approval of West Chester Township.

Section 4. Application. Seniority shall apply in layoffs and recalls and for scheduling of vacations as provided in the general orders, rules, regulations and procedures of the Employer.

Section 5. Layoff. In the event of a layoff, probationary Employees will be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be laid off next in inverse order of their seniority.

Section 6. Recall. Whenever a vacancy occurs in a position for which a laid off Employee is qualified, such Employees shall be recalled in accordance with their seniority in the reverse order in which they were laid off.

Section 7. Transfer. Notwithstanding any other provisions of this Article or Agreement, if a Dispatcher is promoted to a supervisory position or is transferred into the patrol officer bargaining unit and such Employee fails the probation period, or otherwise seeks to return to the Dispatcher unit within one year of his/her transfer, such return is possible without

restriction during the one hundred eighty-three (183) days following the transfer, and in the remaining one hundred eighty-two (182) days only if a vacancy exists in the Dispatcher bargaining unit. If no vacancy exists during such one year period, the Employee will be treated, for purposes of this Article, as if he or she is on layoff. Upon recall, which shall be at the Step level and seniority level upon the effective date of the promotion or transfer, the Employee is subject to testing to insure that the Employee is fit for duty.

Section 8. Temporary Transfer. No Employee may be temporarily transferred out of the bargaining unit for a period greater than sixty (60) days without their consent.

ARTICLE 6

Management Rights

Section 1. Except as otherwise specifically provided in this Agreement, it shall be the Employer's sole and exclusive right and responsibility to:

(a) 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 Employer, standards of services, its overall budget, subcontracting, utilization of technology, and organizational structure;

(b) direct, supervise, evaluate, and hire employees;

(c) maintain and improve the efficiency and effectiveness of the Employer's operations;

(d) determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;

(e) suspend, discipline, demote, discharge for just cause, or lay off, transfer, assign, reassign, schedule, promote or retain Employees;

(f) determine the adequacy of the work force, as well as to make, amend, and enforce work rules and regulations, standard operating procedures and general and special orders;

(g) determine the overall mission of the Employer as a unit of government;

(h) effectively manage the work force;

(i) take actions to carry out the mission of the Employer as a governmental unit.

Section 2. It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein.

Section 3. The Employer shall not hereafter subcontract any of its bargaining unit functions without first notifying the Union of intent to subcontract and giving the Union an opportunity to request a meeting to discuss the Employer's intent to subcontract. If, after notifying and meeting with the Union about such subcontracting, an agreement is not reached, the Employer shall discuss with the Union the effects of such subcontracting on its Employees and carry out any agreements which may be reached during the course of such discussions.

Section 4. Furthermore, in explanation of the Employer's right to promulgate rules and regulations, general orders and standard operation procedures set forth above, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's existing or future rules and regulations, general orders or standard operation procedures, provided that the Employer has given the Union or Employees prior notice of such proposed rules or regulations and permits the Union, upon request, to meet and discuss the proposed rules. This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his/her particular circumstances.

ARTICLE 7

Dues Deduction

Section 1. Upon presentation of a written deduction authorization by the Employee, the Employer will cause the deduction of the periodic dues, initiation fees and assessments of Union members covered by this Agreement and the Treasurer of the Union will promptly issue a receipt to the Employer for all dues, initiation fees and assessments within ten (10) days of payment.

Section 2. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages and expenses sustained by reason of any action taken under this Article.

Section 3. The Employer shall be relieved from making such "check off" deductions upon:

- (a) termination of employment, or
- (b) transfer to a job other than one covered by the bargaining unit, or
- (c) lay off from work, or
- (d) an agreed leave of absence without pay, or
- (e) written revocation of the check off authorization by the Employee

submitted during the period of 120 to 60 days prior to the expiration of this Agreement.

Section 4. The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, initiation fees or assessment deductions.

ARTICLE 8

Probationary Employees

Section 1. Newly hired Employees or Employees new to the Department shall be considered probationary for a period of three hundred sixty five (365) calendar days from the first day that the Employee reports to work. Employees retained by the Employer beyond the probationary period acquire seniority as of the first day of work.

Section 2. During the probationary period, the Employer may discharge any probationer at will and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement. However, the probationary period may be extended for medical reasons as determined by the Employer.

Section 3. An Employee who is promoted shall serve the same probationary period in the new position as a new hire. Except as provided in Article 5, paragraph 7, regarding transfers out of the bargaining unit, if an Employee is removed from the new position during the probationary period, he shall be returned to his former job without loss of seniority, except that if he is discharged, his rights shall be subject to Article 9 of this Agreement.

Section 4. The parties agree that this Article and this entire Agreement shall be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict in any form or fashion with otherwise applicable provisions of Ohio law, the provisions of this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A). It is the intention of the parties that this provision be given broad interpretation so as to give the parties' collectively bargained agreement its intended preemptive effect.

ARTICLE 9

Discharges and Discipline

Section 1. The Employer, including the Chief of Police (with respect to LEADS/NCIC issues only), OMC or Township Administrator, shall have the right to discharge, suspend or discipline any Employee for cause.

Section 2. In the event of a suspension without pay, demotion with reduction in pay, removal or discharge, the grievance and arbitration procedure of this Agreement shall be applicable.

Section 3. With respect to a suspension without pay, demotion with reduction in pay, removal or discharge, the Employer will notify the Employee within three (3) calendar days from the time of the decision to so suspend, remove or discharge. If the Union or the Employee desires to contest a suspension without pay, demotion or termination, it shall give written notice thereof to the Employer within a period not to exceed seven (7) calendar days from the date of the above notice. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at Step 2 of the grievance procedure.

Section 4. Upon request of the Employer, an Employee who has been absent from work (other than vacation, holiday or an approved leave of absence which are covered in other Articles herein) must furnish satisfactory proof justifying the reason for the absence or be subject to disciplinary action.

Section 5. Unfounded or unsubstantiated citizen complaints against an Employee will not be placed in an Employee's personnel file.

Section 6. Reprimands may be kept in an Employee's personnel file for up to two (2) years. After two (2) years, if no further disciplinary action has been taken against the Employee, the reprimand will be expunged from the file.

Section 7. Within a reasonable time of a request, an Employee may inspect his or her personnel file, provided such requests have not been made more than one time in any thirty day period. The following requirements govern such requests:

(a) The Employee shall inspect the personnel file at a time mutually agreeable to the Employee and the Employer.

(b) If the Employee objects to any item in the personnel file, he or she may provide written clarification or explanatory response for inclusion in the file.

(c) Employees may request copies of items in their personnel file subject to a reasonable copying charge imposed at the discretion of the Employer.

Section 8. If, under the public records act, a non-employee makes a request to inspect an Employee's personnel records, the Employee will be notified of the date and time of the inspection and given an opportunity to review the file or information prior to inspection.

ARTICLE 10

Grievance Procedure

Section 1. A grievance shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof, and shall be processed and disposed of in the following manner:

Step 1: Within a reasonable time, not to exceed seven (7) calendar days following the date of occurrence, and except as provided in Article 9, an Employee having a grievance and/or his Union representative shall put the grievance in writing and take it to the Communications Supervisor on his/her shift. The Employer shall give its answer to the Employee and/or his Union representative within five (5) calendar days after the presentation of the grievance in Step 1. Within this twelve (12) calendar day period, the Employee is encouraged to seek to resolve his grievance on an informal basis.

Step 2: If the grievance is not settled in Step 1, the grievance may, within seven (7) calendar days after the answer in Step 1, be presented in Step 2 in writing to the OMC or his or her designee.

A grievance so presented in Step 2 shall be answered by the Employer within five (5) calendar days after its presentation.

Step 3: If the grievance is not settled in Step 2 the grievance may, within seven (7) calendar days after the Answer in Step 2, be presented in Step 3 in writing to the Township Administrator, or his or her designee. At this time a Local or State Representative of the Union may, at the discretion of the Employee-grievant, be in attendance at a meeting where, if both

parties agree, witnesses and/or evidence may be presented which may relate to a resolution of the grievance. A grievance so presented in Step 3 shall be answered by the Employer within five (5) calendar days after its presentation.

Section 2. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement. Failure of the Employer to answer within five (5) calendar days will cause the grievance to proceed automatically to the next Step. The parties may mutually agree to extend, in writing, any time limit under this Article.

ARTICLE 11

Arbitration

Section 1. A grievance as defined in Article 10 which has not been resolved thereunder may, within ten (10) calendar days after the completion of Step 3 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefor to the Arbitration and Mediation Service or the American Arbitration Association, with a copy of said notice to the other party. The arbitrator shall be selected from a panel of nine (9) arbitrators with offices located within 125 miles of West Chester Township, Ohio furnished by the Arbitration and Mediation Service ("AMS") or American Arbitration Association ("AAA"); provided, however, that the parties may agree in a particular case to a mutually agreeable arbitrator to whom the above referenced 10 day written notice shall be sent, with a copy to the other party. The arbitration shall be conducted in conformity with AMS or AAA rules.

Section 2. The fees and expenses of the arbitrator shall be borne equally by the parties including the AMS or AAA panel fee.

Section 3. The award of the arbitrator hereunder shall be binding upon the Employer, the Employee and the Union and shall not add to, subtract from or otherwise modify any of the express terms of this Agreement.

ARTICLE 12

Unpaid Leave

Employees shall be eligible for unpaid leave in accordance with the following:

Section 1. Maternity Leave:

(a) An Employee may use Paid Sick Leave for absences caused by medical conditions related to pregnancy for that period in which the Employee is unable to perform the substantial and material duties of her position (this time of using Paid Sick Leave will be defined by the physician recommendation). If additional time off is requested, Employees will be required to use accrued vacation, personal or compensatory time off.

(b) An Employee may use up to 24 hours of accrued Paid Sick Leave when the Employee's spouse has a baby. Additional paid or unpaid leave may be requested and granted at the approval of the OMC or his or her designee, consistent with the provisions of the Family Medical Leave Act and subject to other existing preconditions or requirements.

(c) Maternity leave without pay granted under subsection a. for pregnancy, childbirth, and related medical conditions shall in no event exceed six (6) months. If the Employee is unable to return to work within six (6) months, the Employee shall be given a disability separation. Maternity leave without pay shall not include time requested for purposes of child care following the Employee's recovery from childbirth or other termination of the pregnancy.

(d) Any additional leave without pay for parental or child care purposes must be requested in writing and may be approved at the sole discretion of the Employer.

Section 2. Military Leave: Leaves of absence without pay, for the performance of duty with the United States Armed Forces or with a Reserve component thereof, shall be granted in accordance with applicable law.

Section 3. Other Leaves: Leaves of absence without pay for other reasons may be granted at the sole discretion of the Employer.

Section 4. When an Employee returns to work following a leave of absence, he shall be returned to his former classification without loss of seniority and with all across the board wage increases, unless otherwise provided in this Agreement.

Section 5.

(a) Benefits and insurance will not accrue during any period of unpaid leave except that during such approved unpaid leaves of absence, upon the Employee's request, the Employer may continue group health insurance coverage at the expense of the Employee as provided by Federal law.

(b) Employees on approved Family Medical Leave shall be exempt from this Section. The Employer will adhere to the provisions of the 1993 Family Medical Leave Act as provided in the applicable Township personnel policies and regulations.

ARTICLE 13

Paid Leave

Section 1. An Employee shall be paid his regular pay for three (3) working days absence in the event of the death of a relative in his immediate family defined as follows: spouse, child, brother, sister, parents or legal guardian, grandparents, mother-in-law or father-in-law. Such three (3) days must coincide with the day of death or day of the funeral, unless otherwise approved by the OMC.

Section 2. In the event of a death of a relative other than those in the immediate family as described above, the OMC may, at his sole discretion, grant one (1) day of funeral leave in order that the Employee may attend the funeral.

Section 3. In circumstances of unusual distances of travel or extreme weather conditions the OMC may, at his sole discretion, grant up to an additional two (2) days of leave with pay for the Employee to travel to the funeral of a relative in the immediate family which time shall be charged against the Employee's accrued sick leave.

Section 4. An Employee shall be paid at his regular rate of pay for one (1) working day's absence when the Employee or the Employee's spouse, as the case may be, has a baby.

Section 5.

(a) An Employee who suffers an on the job injury while in the performance of his official duties, and acting within the scope of his employment with West Chester Township will be compensated at his regular rate of pay at the time of the injury less the Employee's income from any other source including Workers' Compensation, retirement, private insurance, or other forms of government payment, for a period of time not to exceed one hundred eighty

(180) calendar days, except with the approval of the Board of Trustees. The Employer shall have the right to demand proof of all items listed above regarding receipt of payment from other sources. Falsification of any information with respect to this or any paid leave shall be grounds for discharge.

(b) An Employee claiming the right to receive, or who is receiving injury leave compensation, may be required by the Employer, from time to time, to submit to a medical examination by a physician selected by the Employer for the purpose of determining any questions regarding eligibility for and the duration of injury leave.

(c) An Employee on injury leave and unable to perform his regularly assigned duties may, at the discretion of the Employer, be assigned other duties not requiring great physical exertion in lieu of injury leave compensation, provided such work is available and either the Employee or Employer's physician releases the Employee to return to work under such conditions.

Section 6. All Employees, who have completed their probationary period and who are called (not volunteered) to serve as jurors, will receive their regular pay less their pay as a juror. Upon discharge from jury duty by the Court, the Employee shall immediately call his supervisor for instructions regarding reporting for work.

Section 7. Employees, after completing their probationary period, shall be entitled to three (3) personal days per year as scheduling permits. Personal days may not be carried over from one year to the next year without the written approval of the OMC.

Section 8. The Employer shall have the right to demand proof of all items listed above regarding paid leave.

ARTICLE 14

Vacations

Section 1. Employees shall be entitled to vacation time with pay each year as follows:

(a) After completion of one (1) year of full-time service with the Employer - eighty (80) hours,

(b) After completion of eight (8) years' full-time service with the Employer - one hundred twenty (120) hours,

(c) After completion of fifteen (15) years' full-time service with the Employer - one hundred sixty (160) hours,

(d) After completion of twenty-two (22) years' full-time service with the Employer two hundred (200) hours.

Section 2. Vacation schedules shall be established in accordance with the Employer's rules, regulations, general orders, procedures and resolutions. Provided, however, that up to two (2) weeks of vacation may be scheduled by seniority, if such request is submitted to the OMC, in writing, by March 31 for that calendar year. Vacation requests received subsequent to March 31 will be determined by the earliest date a written request for vacation was submitted. Seniority priority vacation may not exceed two (2) weeks and additional vacation may only be taken if department schedules permit.

Section 3. Vacation pay shall be based upon the Employee's regular pay in effect when the Employee starts his vacation.

Section 4. Vacation earned must be taken by the end of the calendar year following the Employee's anniversary date of employment; provided, however, that no more than one (1) week of vacation may be carried beyond the above period upon written request by the Employee. During the carryover year the Employee may request that the carryover week of vacation be paid in cash in lieu of taking the week off. The cashout option for carryover vacation time may not be exercised more than one time in any twelve (12) month period following the Employee's anniversary date of hire. An Employee may carryover an additional one (1) week of vacation at the discretion of the OMC; provided the Employee also has taken at least two actual weeks of vacation time off during the year from which additional vacation carryover is sought.

Section 5. An Employee, in order to receive vacation pay, must be in the actual employ of the Employer at the time he takes his vacation, except as follows:

(a) An Employee, who has resigned with two weeks' notice and has turned in all issued equipment who has not received his vacation pay to which he is entitled, shall receive his vacation pay at the next regular pay period.

(b) An Employee with four (4) or more years of seniority and who has been terminated by the Employer for reasons other than insubordination, falsifying Employer records, theft, or mistreatment of members of the public or other Employees of the Employer or immorality, and who has not received his vacation pay to which he is entitled, shall receive his vacation pay at the next regular pay period provided he has turned in all Employer issued equipment.

Section 6. If an Employee is hospitalized while on vacation, his leave status will be changed from vacation leave to sick leave for the period of hospitalization provided satisfactory proof thereof is presented to the Employer.

Section 7. A newly hired Employee with prior full-time service with a public law enforcement agency, upon the successful completion of his probationary period, will be credited with such service for purposes of Section 1, above, rounded up or down to the nearest year of such full-time service.

ARTICLE 15

Holidays

Section 1. The following holidays will be recognized by the Employer:

- (a) New Year's Day
- (b) Martin Luther King's Birthday
- (c) Presidents' Day
- (d) Memorial Day
- (e) Independence Day
- (f) Labor Day
- (g) Columbus Day
- (h) Veterans' Day
- (i) Thanksgiving Day
- (j) Christmas Day

Section 2. Holidays/Compensatory Time. Effective 1/1/13, Employees shall receive one hundred twenty (120) hours of holiday compensatory time plus eight (8) hours or any equivalent portion thereof, for any special holiday or partial holiday, to be accrued quarterly on January 1, April 1, July 1 and October 1. The authority to grant special holidays, including days of mourning, shall rest with the Township Trustees. This holiday compensatory time will not be considered in the two hundred forty (240) hour limit on the accrual of compensatory time. The scheduling or the use of the holiday compensatory time will be in accordance with Article 18, Section 1.

All new hires will automatically receive sixty (60) hours of holiday compensatory time. If for any reason a dispatcher of probationary status leaves the employment of West Chester Township after receiving the sixty (60) hours of holiday compensatory time, then such former dispatcher on probationary status will receive payment for the unused pro rata share of holiday compensatory time earned at a rate of 3.33 hours for each full work week completed after the date of hire.

Section 3. Banked holiday compensatory time hours not taken before the end of the calendar year shall be paid before the end of the calendar year, or in January of the following year. Such payment shall be at the Employee's regular rate at the time of payment.

Section 4. Use of holiday compensatory time will require a minimum of forty-eight (48) hours notice. Management may waive the forty-eight (48) hour requirement; however, denial of requests to use holiday compensatory time will not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 16

Sick Leave

Section 1.

(a) Employees will earn sick leave at the rate of one and one quarter (1-1/4) days or ten (10) hours per month for time actually worked with the Employer and Employees may accumulate said sick leave up to a maximum of nineteen hundred twenty (1920) hours.

(b) When an Employee reaches fourteen hundred forty (1440) hours accumulated sick days the Employer may be requested to purchase from the Employee, at the Employee's option, two hundred forty (240) hours of sick time at the conversion rate of one-half (1/2) of one (1) hour's pay at the Employee's current rate of pay for each one (1) hour of sick leave purchased.

(c) If the fourteen hundred forty (1440) hour conversion option set forth above in Section 1(b) is not exercised by the Employee and, therefore, is waived, the Employee may continue to accumulate sick leave credit. When an Employee's sick leave accumulation exceeds sixteen hundred eighty (1680) hours, an Employee in good standing may thereafter request, in writing, that the Township purchase such sick leave accumulation in excess of sixteen hundred eighty (1680) hours on a one-for-one basis at the Employee's current rate of pay. Said option may not be exercised by an Employee more than once per calendar year.

(d) Upon service retirement, medical disability retirement or death, the Employee, or his next of kin, as the case may be, will be eligible to receive payment for earned sick leave credit accumulated in excess of sixteen hundred eighty (1680) hours on a one-for-one basis at the Employee's current rate of pay and, additionally, will receive up to sixteen hundred

eighty (1680) of earned sick leave credit to be paid at one-half (1/2) of the Employee's regular rate of pay (annual salary divided by 2,080 hours).

Section 2. Pay for any sick leave shall be at the Employee's regular rate of pay (annual salary divided by 2,080 hours).

Section 3. At the sole discretion of the Employer, upon the successful completion of his probationary period, an Employee may be credited with up to two hundred forty (240) hours of accumulated sick leave earned in a comparable full-time law enforcement position with another state or local Employer if that sick leave time was not paid or otherwise converted upon termination of employment.

Section 4. Upon request of the Employer, an Employee must furnish satisfactory proof of his or her sickness, illness or disability before a day of sick leave is paid if the illness is in excess of two (2) days.

Section 5. Up to twenty-four (24) hours of accrued sick leave per calendar year may be used by an Employee when an immediate family member including the spouse, children, brothers, sisters, parents or legal guardian and grandparents who normally reside in the Employee's home suffers an illness or injury or to be present during childbirth. Sick leave for such purposes must be used in increments of no less than four (4) hours, unless such requirement is waived by the Employer. If an Employee fails to provide a physician's certification for use of such leave, the leave will count as an occurrence for attendance purposes. Other paid leave may be used for the above reason, as needed, subject to other existing preconditions and requirements.

Section 6. An Employee may, at his option, donate sick leave to another Employee who is sick and in need of sick leave and without any accumulated sick hours or other accrued paid leave or compensatory time. Such donated sick leave must be in writing and have the approval of the Employer and shall in no event exceed a total of six (6) months' time for the donee (Employee to who leave is donated).

ARTICLE 17

Welfare

Section 1. The Township will provide bargaining unit Employees with the same health insurance options enjoyed by other Township employees throughout the term of this Agreement from a carrier of its choice or on a self-insured basis.

(a) Insurance coverage disputes are to be resolved exclusively by the insurance carriers or plan administrator.

(b) The FOP Associate (or his/her designee) and up to two (2) members as selected by the FOP Associate, will be present and participate in all health care committee meetings to review and recommend health care insurance. The Health Care Committee will meet as often and as necessary to facilitate in a timely fashion all information and cost as needed to maximize the value to Employees and cost effectiveness of health plan redesign.

(c) In the event that escalations in major medical insurance premium costs exceed the ability of the Employees to continue to make the required premium or co-payments, the Employer and covered Employees will discuss and, upon mutual agreement, consider adjustments to deductibles, co-pays, and coverage levels in an effort to contain costs for both the Employees and the Employer. Any such agreements will be reduced in writing, signed by both parties and maintained as a record of the current coverage level for purposes of this Agreement.

Section 2. The Township will provide health insurance for all full-time Employees in the form of plan options: Basic Plan, an elective Plan, and/or a health savings account (HSA). Employees who wish to participate in a Township health insurance program are required to pay for such coverage via a pre-tax reduction plan through contributions equal to the following:

(a) Basic Plan: The Employee shall pay an amount equal to the lesser of 15% or that percentage assessed to non-contractual Township employees, effective 1/1/15 of the premiums and premium equivalents including, but not limited to, any HRA reimbursement of fees owed by the Township to participate in the program or fees or penalties applied by any governmental administered healthcare program, rounded to the nearest tenth of a dollar; or

(b) Elective Plan: The Employee has the option to participate in an Elective Plan by paying an amount equal to the lesser of 15% or that percentage assessed to non-contractual Township employees, effective 1/1/15 and 1/1/16, and the lesser of 16% or that percentage assessed to non-contractual Township employees, effective 1/1/17, and the lesser of 17% or that percentage assessed to non-contractual Township employees, effective 1/1/18 of the premiums and premium equivalents including but not limited to any HRA reimbursement or fees owed by the Township to participate in the program, or fees or penalties applied by any governmental administered healthcare program, rounded to the nearest tenth of a dollar. If no Basic Plan is offered, the Employee's contribution is the percent above listed; or

(c) Health Savings Account (HSA): The Employee has the option to participate in a Health Savings Account and pay an amount equal to the lesser of 15% or that percentage assessed to non-contractual Township employees, effective 1/1/15 and 1/1/16, and the lesser of 16%, or that percentage assessed to non-contractual Township employees, effective 1/1/17, and the lesser of 17%, or that percentage assessed to non-contractual Township employees, effective 1/1/18, of the premiums and premium equivalents including but not limited to a HRA reimbursement or fees owed by the Township to participate in the program or fees or

penalties applied by any governmental administered program, rounded to the nearest tenth of a dollar.

(d) The Township is under no obligation to offer or meet the current level of benefit for the Basic Plan or the HSA, or to provide the Basic or HSA plans in any subsequent year.

During the term of this Agreement, the Employer reserves the right to provide a comparable health insurance plan on a self-insured basis, provided the Employee monthly premiums and monthly premium equivalents, including but not limited to, any HRA reimbursements or fees owed by the Township to participate in the program, or fees or penalties applied by any governmental administered healthcare program, rounded to the nearest tenth of a dollar will be based on the maximum annual costs estimated for the self-insured plan.

Section 3. From time to time, and at its discretion, the Township may provide to bargaining unit members, additional supplemental health and welfare benefits or incentives generally afforded to other Township employees that are not specifically delineated in this Agreement. It is recognized that such allowances and incentives are provided apart from this Agreement at the sole discretion of the Township for whatever period of time the Township deems appropriate.

Section 4. The Employer, at its option, may self-insure certain benefits in addition to health insurance and will provide general liability insurance coverage for Employees acting in good faith, within the scope of their official duties as assigned by the Township.

Section 5. Any Employee may decline health care coverage and, upon proof of coverage elsewhere, receive a one thousand five hundred dollar (\$1,500.00) allotment to waive

health care coverage payable on or before the last regular payroll in December of that year for a full year of such waived coverage or a pro-rated amount on a monthly basis if less than one (1) year. This monetary allotment is only payable to those Employees that are not carried on the Township's health care plan in any form.

Section 6. During the term of this Agreement, the Employer will continue to provide forty thousand dollars (\$40,000.00) in term life insurance for each Employee and Accident & Sickness Coverage at the levels provided on the effective date of this Agreement, so long as said coverage remains available to the Employer at a reasonable cost. The Employer will notify affected Employees if a decision is made to discontinue any such coverage.

Section 7. There shall be a joint Township inter-departmental Safety and Health Committee (Risk Management Committee) established under the sponsorship of the Township Administration. The Communications Center will have one representative on this committee appointed by the OMC. In addition, one representative will be appointed by the Union to sit on this committee. The committee member assigned by the Union to this position shall sit on this committee without compensation.

Section 8. Effective January 1, 2013, health insurance coverage for spouses of new Employees will be provided upon certification by the Employee that the Employee's spouse is not eligible for insurance coverage from the spouse's employer, pension or Medicare.

ARTICLE 18

Hours of Work and Overtime

Section 1. An Employee working in excess of forty (40) hours in any work week, as defined by The Fair Labor Standards Act, as amended, shall, as determined by the Employer, either be paid time and one half his/her regular rate or receive compensatory time off on the basis of one and one half hours off for each hour of overtime worked. Time off to use earned compensatory time will be granted within sixty (60) days of the request made by the Employee. Provided, however, that for up to any forty (40) hours of overtime earned in a given contract year, the Employee shall determine whether such overtime shall be paid, or taken as accumulated compensatory time.

Section 2. When compensatory time is used, it shall count as hours worked during the applicable work period for purposes of determining overtime. No Employee shall be permitted to accrue more than two hundred forty (240) hours of unused compensatory time and any Employee who has accrued unused compensatory time to the two hundred forty (240) hour limit shall be paid in cash for additional overtime worked. If an Employee is paid in cash for accrued compensatory time, he/she shall be paid at the Employee's regular rate at the time of payment. Upon termination of employment, unused compensatory time shall be paid at the Employee's average regular rate for the last three (3) years of employment or the Employee's final regular rate, whichever is higher.

Section 3. Except as otherwise provided herein, hours worked in addition to the regularly scheduled hours of work and not in excess of the applicable FLSA overtime standard (presently 40 hours in any work week), shall be in consideration of the Employees' basic salary.

Section 4.

(a) During the term of this Agreement the Employer will endeavor to maintain a work schedule of four (4) days on and two (2) days off. However, the Employer shall have the right to adopt a more efficient tour system or work schedule provided that the Union is given prior notification and an opportunity to meet and confer regarding the proposed changes.

(b) Working hours and starting times shall remain flexible depending upon the needs of the Employer. It is understood that for reasons of efficiency and economy the Employer may use scheduled time off to reduce its overtime liability.

Section 5. Assignment, approval, documentation, compensation and other matters regarding overtime, or hours worked beyond the regular schedule, except as specifically provided in this Agreement, will be subject to the rules and regulations and general orders of the Employer.

Section 6. While working a 4 and 2 schedule, except as provided in paragraph 1, above, duty assigned to be worked more than (4) hours after an Employee's regularly scheduled shift shall be compensated for, at the Employer's option, in the form of hour for compensatory time off from the Employee's regularly scheduled shift, or at the Employee's straight time rate (annual salary divided by 2,080 hours) of pay.

Section 7. Overtime Equalization. When unscheduled overtime (such as replacing an Employee on sick leave or vacation or personal leave time approved with less than forty-eight (48) hours notice) is required, the Employer shall first offer the available overtime to Employees who are classified for the available work in accordance with the following:

(a) By seniority (high to low) - contact the Employees who have a scheduled regular day off (RDO) on that shift that day and offer overtime. If not available...

(b) By seniority (high to low) - contact the Employees on other shifts who have a scheduled RDO that day and offer overtime. If not available...

(c) Offer four (4) hours of overtime by seniority (high to low) to an Employee on duty.

(d) Offer four (4) hours overtime by seniority (high to low) to Employees working the next shift. If not available...

(e) Require the least senior Employee on duty to stay four (4) hours; and,

(f) Require the least senior Employee on the next shift to report for duty four (4) hours prior to the regularly scheduled shift.

Section 8. Overtime equalization complaints or problems, including, but not limited to, the failure to call the correct individual according to the above procedure shall not be subject to the grievance and arbitration procedures of this Agreement. The Employer, Employees and the FOP agree to make a genuine effort to comply with these rules.

Section 9. It is understood by the parties that on most shifts two Communications Officers/Dispatchers will be scheduled, together with a Supervisor, all of whom will perform Communications Officer/Dispatcher job duties. Communications Officers/Dispatchers, however, will not be required to perform supervisory functions.

ARTICLE 19

Wages

Section 1.

(a) Effective with the pay period beginning closest to October 1 of each year of this contract, rates of pay for Employees shall be in accordance with the following schedule, subject to the conditions set forth in paragraph 2, below:

Employees hired before October 1, 2012, are to be paid in accordance with the following five step schedule:

<u>Increase of</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2% (lump sum) ¹	October, 2015	\$42,150.65	\$44,539.85	\$47,060.38	\$49,730.60	\$52,514.96
2%	October, 2016	\$42,993.66	\$45,430.65	\$48,001.59	\$50,725.21	\$53,565.26
2%	October, 2017	\$43,853.54	\$46,339.26	\$48,961.62	\$51,739.72	\$54,636.57

The following rates and six step schedule are payable to Employees hired on or after October 1, 2012:

<u>Increase of</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
2% (lump sum) ¹	October, 2015	\$42,150.65	\$44,223.51	\$46,296.37	\$48,396.23	\$50,442.09	\$52,514.96
2%	October, 2016	\$42,993.66	\$45,107.98	\$47,222.30	\$49,364.15	\$51,450.93	\$53,565.26
2%	October, 2017	\$43,853.54	\$46,010.14	\$48,166.74	\$50,351.44	\$52,479.95	\$54,636.57

¹ Effective with the first full pay period after October 1, 2015, a wage adjustment of 2.0% of base salary shall be paid in a lump sum (less lawful deductions), based on 2080 hours worked. This lump sum will not be added to base salary.

(b) Effective with the pay period beginning closest to October 1, 2006, current Employees shall move to the Step on the above schedule next highest to their current salary.

(c) Notwithstanding Sections 1(a) and (b) above, or any other provision of this Agreement or State law, the Employer shall have the authority to laterally hire new Employees and place them on a Step appropriate to their experience and training. The decision to place a newly hired Employee above Step 1 shall not be subject to challenges under the grievance and arbitration provisions of this Agreement.

Section 2. Eligibility for step rate increases during the term of this Agreement shall be on the basis of merit which shall be payable to the Employee on the pay period after the Employee's anniversary date of first reporting to work for the Employer. The OMC shall determine whether an Employee is entitled to a merit wage increase by means of a written performance evaluation to be submitted to and reviewed with the Employee, by the OMC or his or her designee, prior to the Employee's yearly anniversary date of employment. Failure to attain a satisfactory performance evaluation will result in no incremental merit wage increase for the following twelve (12) months.

Section 3. After completion of five (5) years of service with West Chester Township, Employees will receive longevity pay in the first pay period of December of each year equal to \$75.00 per year of service with the Employer.

Section 4. All Employees working rotating reliefs for a continuous period exceeding one hundred eighty (180) days shall become eligible for shift pay of \$700.00 per year payable on a semi-annual basis of \$350.00 the first payday of March and \$350.00 on the first payday in September. Employees who are assigned to duty on a permanent basis for more than thirty (30)

consecutive work days on either the second or third shift shall be entitled to shift differential pay, instead of rotating shift pay, at the rate of \$700.00 per year payable on a semi-annual basis of \$350.00 the first payday of March and \$350.00 on the first payday in September. Rotating shift pay or shift differential pay shall be pro-rated if worked for less than a twelve (12) month period.

Section 5. Pursuant to Federal and Ohio laws, the Dispatchers of the Township could defer the federal and state income taxes on a portion of their wages or salaries if the Township would "pick up" (assume and pay) the statutorily required contribution by the Dispatchers to the Public Employees Retirement System of Ohio ("PERS").

Accordingly, the parties agree that effective on or about October 1, 2002, the full amount of the statutorily required contributions to PERS shall be withheld from the gross pay of each Dispatcher and shall be "picked up" (assumed and paid to the PERS) by the Township. This "pick up" by the Township is, and shall be designated as, public employee contributions and shall be in lieu of contributions to PERS by each Dispatcher. No Dispatcher shall have the option of choosing to receive the statutorily required contribution to PERS directly instead of having it "picked up" by the Township or of being excluded from the "pick up."

The Township shall, in reporting and making remittance to PERS, report that the contribution for each Dispatcher subject to this "pick up" has been made as provided by the statute.

To implement the above undertaking, the Township will apply the following procedure. The total salary for each Dispatcher shall be the salary otherwise payable under the Township policies. Such total salary shall be payable by the Township in two parts: (1) deferred salary; and (2) cash salary. A Dispatcher's deferred salary shall be equal to the percentage of that

Dispatcher's total salary that is required from time to time by PERS to be paid as an employee contribution by that Dispatcher, and shall be paid by the Township to PERS on behalf of that Dispatcher as a "pick up," and in lieu of the PERS employee contribution otherwise payable by that Dispatcher. A Dispatcher's cash salary shall be equal to that Dispatcher's total salary less the amount of the "pick up" for that Dispatcher, and shall be payable, subject to applicable payroll deductions, to that Dispatcher. The Township shall compute and remit its employer contributions to PERS based upon a Dispatcher's total salary. The total combined expenditures of the Township for a Dispatcher's total salary payable under applicable Township policies and the "pick up" provisions of this Letter of Understanding shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

Section 6. Training Officers (TO's) shall receive an additional One Dollar and Fifty Cents (\$1.50) per hour for hours during which they are assigned to perform TO duties.

ARTICLE 20

Uniforms, Equipment and Educational Assistance

Section 1. (a) Employees are required to wear uniforms supplied by the Employer. Each January, Employees will be issued five (5) collared shirts bearing the West Chester Township logo. Employees will purchase their own khaki slacks and/or skirts as outlined in Section 1.(b), below. Denim shall not be considered an appropriate uniform item. Employees will be required to clean and maintain these articles of clothing in a neat and presentable manner. Newly hired Employees receiving such uniforms on or after October 1 will not be reissued an additional allotment of uniforms the following January.

(b) Every January, non-probationary Employees will receive \$175.00 for the purchase of slacks and/or skirts as listed Section 1.(a), above. All Employees remain obligated to report to work in the appropriate uniform maintained in a clean and presentable condition consistent with current departmental policy.

(c) Any item of personal property damaged or lost in the pursuit or apprehension of a suspect, stolen or lost in the performance of official duties, on or off duty, will be reimbursed by the Employer at the replacement cost if not otherwise reimbursable by other sources.

Section 2. With the prior approval of the OMC, the Employer will reimburse an Employee for costs incurred for fees, tuition and required books upon the completion of courses related to professional development if the Employee attains a grade of C or above or a passing grade in a pass-fail grading system.

Section 3. It is the intention of the parties that time in attendance at courses, seminars or conferences which do not provide job required certification, is completely voluntary on the part of the Employee, and not subject to compensation, except for reimbursement of expenses as provided above in paragraph 2.

ARTICLE 21

Printing

This Agreement shall be printed by the Employer and supplied to each Employee and the FOP/OLC within thirty (30) days of its effective date at no cost to the Employee or Union. A copy in electronic format will also be supplied to the FOP/OLC at no cost.

ARTICLE 22

Modification and Separability

Section 1. Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours, and working conditions. Therefore, the Employer and the Union for the term of this Agreement each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Section 2. Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 3. In the event of invalidation of any Article or Section, as described above in Section 2., the parties agree to meet within thirty (30) days of such action for the purpose of renegotiating said Article or Section.

Section 4. The parties agree that this Agreement will be the sole and exclusive authority and recourse available to Employees and the parties hereto, and where subjects covered and provisions of this Agreement conflict with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).

ARTICLE 23

Disciplinary Investigations

Section 1. When an Employee of the Township has been the subject of an investigation which results in a disciplinary hearing, he or his designated representative shall have the right to obtain a copy of any written statement he has made or any recorded statement he has given, which are to be used in the disciplinary hearing.

Section 2. In any interrogation conducted by the Employer, a member of the Union shall have the right to tape record his entire interrogation, including comments prior to and following the actual questioning. The interrogation shall not be unreasonably delayed because of the request for a tape recording.

Section 3. In the event the Employee's tape recorder fails to work and the Employer makes its own recording, the Employer will make the original recording available to the member or his designated representative to copy.

ARTICLE 24

Publication of Assignment Availability

When, in the sole discretion of the Employer, it is determined that a new assignment, or vacancy in an existing area, becomes available by reason of promotion, retirement, resignation, or transfer, notice of such assignment availability shall be forwarded to all units and conspicuously posted. All such notices will contain a complete description of the position to be filled, including duties, working hours and any special qualifications that may be desired but not required. All personnel who feel that they qualify for the assignment or vacancy are encouraged to submit a request to be considered for transfer to the new assignment or vacant position. Notice of vacancies shall be read at briefing for three (3) consecutive days and posted for seven (7) days prior to filling the position.

Nothing in this provision shall in any way control the right of the OMC to make a change in assignment or to temporarily fill a vacancy, it is intended to provide a standardized method to be utilized prior to permanently filling a vacancy.

ARTICLE 25

Labor Management Meetings

A committee consisting of up to three members of Management and up to a total of three members from the FOP will meet from time to time by mutual consent to discuss issues of mutual concern. Agenda items will be exchanged, in writing, three days in advance of any scheduled labor-management meeting.

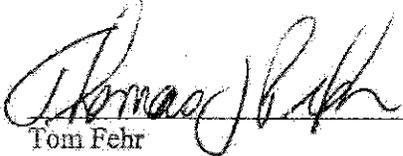
ARTICLE 26

Duration

This Agreement shall become effective as of October 1, 2015 and shall continue through September 30, 2018. Thereafter, it shall continue in force from year to year unless either party hereto notifies the other in writing at least sixty (60) days prior to the expiration of the term or extended term of this Agreement, of any intention to make changes in or terminate the Agreement.

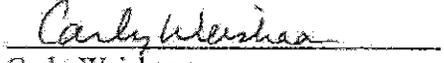
IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement
this 13th day of October, ²⁰¹⁵~~2012~~.

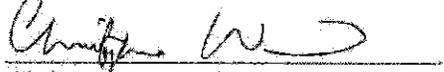
FOR OHIO LABOR COUNCIL, INC.


Tom Fehr

FOR, Ohio Labor Council, Inc.


Shannon Gleason

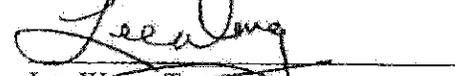

Carly Weishaar


Christopher Wood

THE BOARD OF TRUSTEES
OF WEST CHESTER TOWNSHIP
BUTLER COUNTY, OHIO


George Lang, President


Mark Welch, Vice President


Lee Wong, Trustee


Judith C. Boyko,
Township Administrator


Dennis B. Dick
Operations Manager – Communications Center

Approved as to Form:

FROST BROWN TODD LLC
Attorneys at Law

By: 
Donald L. Crain
Law Director