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AGREEMENT

BETWEEN

LAWRENCE TOWNSHIP

And

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

REPRESENTING

PATROL OFFICERS AND SERGEANTS

EFFECTIVE: **January 1, 2016**
EXPIRES: **December 31, 2018**

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ARTICLE 1
PREAMBLE

Section 01. This Agreement is hereby entered into by and between the Board of Trustees of Lawrence Township, hereinafter referred to as the "**Employer**", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the, "**FOP.**"

ARTICLE 2
PURPOSE AND INTENT

Section 01. In an effort to continue harmonious relations with members of the bargaining unit and to insure its orderly and uninterrupted efficient operations, the Employer and the FOP hereby enter into this Agreement with the purpose and intent to;

(1) Promote individual efficiency and timely effective service and Police protection to the residents of Lawrence Township;

(2) To set forth the wages, terms and other conditions of Employment for those employees in the bargaining unit;

(3) To avoid interruptions or interferences with the effective Operation of the Employers business, and;

(4) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion and for the peaceful resolution of disputes between the parties.

ARTICLE 3
RECOGNITION

Section 01. The Employer hereby recognizes the FOP as the exclusive bargaining agent with respect to wages, hours of work and all other terms and conditions of employment for all full time Patrol Officers, and Sergeants of the Lawrence Township Police Department. All other employees of the Employer are excluded from the bargaining unit.

Section 02. The Employer will furnish the FOP with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. The Employer will notify the FOP of any addition and/or deletions to this list as they occur.

ARTICLE 4
DUES DEDUCTION

Section 01. During the term of this Agreement, the employer shall deduct initiation fees, assessments levied by the FOP and the regular monthly FOP dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

Section 02. The initiation fees, dues assessments so deducted shall be in the amounts established by the FOP from time to time in accordance with its constitution and by-laws. The FOP shall certify to the Employer the amounts due and owing from the employees involved.

Section 03. The Employer shall deduct dues, initiation fees or assessments from each pay in equal installments, in each calendar month. If the employee has no pay due on that pay date, such amount shall be deducted from the next or subsequent pay.

Section 04. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the treasurer of the FOP within thirty (30) days from the date of making said deductions.

Section 05. The FOP hereby agrees to hold the Employer harmless from any and all liabilities or damages that may arise from the performance of its obligations under this Article, and the FOP shall indemnify the Employer from any such liabilities or damages that may arise.

ARTICLE 5
FAIR SHARE FEES AND DUES DEDUCTIONS

Section 01. All members of the bargaining unit, as identified in Article 3 of this Agreement, shall either; (1) maintain their membership in the FOP, (2) become members of the FOP, or (3) pay a service fee to the FOP in an amount not to exceed the annual dues for membership in the FOP as a condition of employment, all in accordance with Ohio Revised Code 4117.09.

Section 02. In the event that a fare share fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fees in the same manner as dues are deducted as specified in Article 4, dues deduction, of this Agreement.

ARTICLE 6
MANAGEMENT RIGHTS

Section 01. The Collective Bargaining Agreement, except as expressly modified by this labor Agreement, shall in no way be construed to impair or limit Employer's Rights and responsibility to:

(1) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of service, its overall and departmental budget, utilization of technology and organizational structure;

(2) Direct, supervise or hire employees;

(3) Maintain and improve efficiency and effectiveness of the governmental operations;

(4) Determine the overall methods, process, means or personnel by which governmental operations are to be concluded;

(5) Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;

(6) Determine the adequacy of the work force;

(7) Determine the overall mission of the Employer as a unit of government;

(8) Effectively manage the work force;

(9) Take actions to carry out the mission of the Employer as a governmental unit.

ARTICLE 7
EMPLOYEE RIGHTS

Section 01. At all times referred to under this Article an employee may have a representative of the FOP present.

Section 02. An employee questioned as a suspect in any investigation of any criminal charges against him shall be advised of his constitutional rights before any questioning starts.

Section 03. Before an employee may be charged with any violation of the rules and regulations or for a refusal to answer any questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

Section 04. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. During questioning or interviewing of an employee in the course of an internal investigation, the employee may record such interrogation if he has a recording device available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer's expense. Interrogation sessions shall be for reasonable periods of time and intervals shall be provided for rest periods and attendance to physical necessities.

Section 05. An employee will be informed of the nature of the investigation involving the employee prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 06. An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the FOP present when reviewing his file. A request for copies of items included in the file shall be honored. All items in the employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 07. All complaints by civilians that may involve suspension or discharge of an employee, shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the employee against whom the complaint has been filed when such employee is notified of the investigation. If there is no written complaint by a citizen, there may be no disciplinary action against a member of the bargaining unit based upon a citizen's complaint.

Section 08.

(A) Records of written reprimands or disciplinary action that are more than two (2) years old shall, upon written request of the employee, be sealed and not valid for purpose of discipline.

(B) Records of disciplinary action of five (5) or more days suspension that are more than three (3) years old, shall upon written request of the employee, be sealed and not valid for purposes of discipline.

Section 09. In the event an employee is requested to provide a statement or supplemental report relating to an incident, and a period of one week or more time has elapsed since the subject incident, the employee shall be given the opportunity to view any and all audio/video of the situation/incident/altercation that is the subject of the inquiry

ARTICLE 8
NO STRIKE

Section 01. The Employer and the FOP agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the FOP to prevent work stoppage and strikes.

Section 02. Neither the FOP nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any strike, slow down, walkout, concerted sick leave or mass resignation, work stoppage or slow down, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement.. A breach of this section may be grounds for discipline. The FOP shall not be held liable for the unauthorized activity of the employees it represents or its member who are in breach of this section provided that the FOP meets all of its obligations under this article.

Section 03. The FOP shall, at all times, cooperate with the Employer in continuing the operations in a normal manner and shall actively discourage an attempt to prevent any violation of the "No Strike" clause.

Section 04. The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE 9
ASSOCIATION REPRESENTATION

Section 01. The parties recognize that it may be necessary for an employee representative of the FOP to leave a normal duty assignment while acting in the capacity of a representative. The FOP recognizes the operational needs of the Employer and will cooperate to keep, at a minimum, the time lost from duty by representatives. Before leaving an assignment pursuant to this article, the representative shall first obtain the consent of the Chief or his designee, which consent shall not be unreasonably withheld. An employee who is "off duty", who is required to attend a meeting by the Employer shall be compensated for all time spent at such meeting.

Section 02. The FOP director or his designee shall be afforded one (1) scheduled shift off with pay on a bimonthly basis for purposes of attending FOP Board Meetings, directors meetings and/or general membership meeting.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 01. Every employee shall have the right to present his grievance in accord with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at the informal step shall have the right to be represented by a representative of the FOP at all remaining stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 02. For the purpose of this procedure, the below listed terms are defined below;

(A) **Grievance** - A dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.

(B) **Grievant** - An employee or group of employees within the bargaining unit of the FOP.

(C) **Party in interest** - An employee named in the grievance who is not the grievant.

(D) **Day** - As used in this procedure, shall mean calendar day, excluding Saturdays, Sundays, or holidays as provided for in this Agreement.

Section 03. The following procedure shall apply to the Administration of all grievances filed under this procedure.

(a) Except at the informal step, all grievances shall include the name and position of the grievant, the specific provisions of the Agreement alleged to have been violated; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing said grievance if known to the grievant; and the general statement of the nature of the grievance and the remedy sought by the grievant.

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

(c) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the FOP, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the Agreement is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer of the FOP and future proceedings;

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

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

(f) This procedure shall not be used for the purpose of adding to, subtracting from or altering in any way, any of the provisions of this Agreement, unless the parties mutually agree to do so. In the event that any such alteration is mutually agreed to, a formal settlement agreement shall be reduced to writing, signed by both parties and attached hereto as an addendum to this Agreement.

(g) All pre-arbitrations grievance settlements reached by the grievant and the Employer shall be final, conclusive and binding on the Employer, the Grievant and the FOP, as to that grievance.

Section 04. All grievances shall be administered in accordance with the following steps of the grievance procedure.

(a) **Informal Step** An employee who believes he may have a grievance hall notify his immediate supervisor of the grievance within five (5) days of the occurrence of facts giving rise to the grievance or within five (5) days of the occurrence being known. The Chief or his designee will schedule an informal meeting with the employee within five (5) days of the notice from the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

(b) **Step One** If the dispute is not resolved at the informal step of this procedure, it shall be reduced to writing by the grievant and presented as a grievance to the Chief of Police within five (5) days of the informal meeting or within five (5) days of the Chief or his designee's answer at the informal step, whichever is later. The chief of Police or his designee shall convene a formal hearing within five (5) days of his receipt of the written grievance. The Chief shall give his answer within five (5) days of the conclusion of that meeting.

(c) **Step Two** If the grievant is not satisfied with the written decision at the conclusion of Step One, a written appeal of the decision may be filed with the Board of Township Trustees within five (5) days of the date of the rendering of the decision at Step One. Copies of the written informal answer and Step One decision shall be submitted along with the grievance to the Board of Trustees. The Board of Township Trustees, or their designee, shall convene a hearing within fifteen (15) days of the receipt of the grievance. The hearing will be held with the grievant, his FOP representative and any other party necessary to provide the required

information for the rendering of a proper decision. The Board of Township Trustees or their designee shall issue a written decision to the employee and his FOP representative within fifteen (15) days from the conclusion of the hearing. If the grievant is not satisfied with the decision sat this stage of the proceedings, he may proceed to arbitration pursuant to the arbitration procedure contained below.

ARTICLE 11
ARBITRATION PROCEDURE

Section 01. Any grievance unresolved after being processed through all steps of the grievance procedure, unless mutually waived, then within fourteen (14) days after the rendering of the decision at Step Two, the FOP may submit the grievance to arbitration. After the submission of the grievance to arbitration, there shall be fourteen (14) calendar day period in which the parties will meet to attempt to mutually agree upon an arbitrator. If such an agreement is not reached, the parties shall promptly request to the Federal Mediation and Conciliation Services to submit a panel of arbitrators and the parties will alternately strike the arbitrators names until one name is left and that name shall be the arbitrator.

Section 02. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award that itself is contrary to the terms and conditions of this Agreement.

Section 03. The hearing or hearings shall be conducted pursuant to the rules of voluntary arbitration of the Federal Mediation Conciliation Service.

Section 04. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be equally shared by the parties in arbitration. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expense incurred by the other party. All arbitration hearings shall be held within Lawrence Township, Stark County, Ohio.

Section 05. Any employee requested to appear at the arbitration hearing by the party shall attend without the necessity of the subpoena and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith and at no time shall the number of employees in attendance exceed three (3) employees.

Section 06. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 12
DISCIPLINE

Section 01. Disciplinary action taken by the Employer shall be fair, reasonable and for just cause. Discipline will be progressive in nature, however, the Employer reserves the right to impose discipline commensurate with the facts of each incident.

Section 02. Prior to disciplinary suspension or dismissal, the Employer will hold a pre-disciplinary hearing for the purpose of affording the employee an opportunity to respond to the charge. An employee may be suspended with pay, pending a hearing, at the discretion of the Chief or his designee.

Section 03. The Employer, FOP and members of the bargaining unit agree to waive the provisions of O.R.C. Section 505.491 through 505.495 concerning discipline of members of the bargaining unit in lieu of the disciplinary provisions of this Agreement.

Section 04. A member of the bargaining unit may appeal any disciplinary action through the grievance provisions of this Agreement starting at the level where the disciplinary action was imposed by the Employer.

ARTICLE 13
NON-DISCRIMINATION

Section 01. The Employer and the FOP agree not to discriminate against any employee on the basis of race, religion, color, creed, national origin, age, sex, sexual preference or political affiliation.

Section 02. The Employer and the FOP agree not to discriminate against any employee as a result of membership or non-membership in the FOP or as a result of participation or refusal to participate in any activities of the FOP.

ARTICLE 14
HEADINGS

Section 01. It is understood and agreed that the use of headings before articles of this Agreement are for purposes of convenience only and that no heading shall be used in the interpretation of the articles nor affect any interpretation of any such article.

ARTICLE 15
TOTAL AGREEMENT

Section 01. This Agreement represents the entire Agreement between the Employer and the FOP unless specifically set forth in the expressed written provisions of this Agreement, all rules, regulation, benefits and practices previously and presently in effect will be continued.

Section 02. In the event the FOP determines that any new work rules or regulations effect the wages, hours and/or terms and conditions of bargaining unit employees, then the Employer and the FOP shall meet to negotiate the effects of such rules and regulations.

ARTICLE 16
CONFORMITY TO LAW

Section 01. This Agreement shall be subject to all present and future Federal and State Laws, rules and regulations. Should any provision(s) of this Agreement be declared invalid by reason of a change in existing law or enactment of future laws, applicable rule or regulation, such change shall not effect the validity of the remaining provisions contained herein.

Section 02. In the event any portion(s) of this Agreement is rendered invalid or unenforceable as a result of determination of a court of final and competent jurisdiction, such decision shall not effect the validity of the remaining provisions of this Agreement.

Section 03. In the event a provision(s) of this Agreement is rendered invalid or unenforceable pursuant to this article, the parties shall enter into negotiations for the purpose of renegotiating an acceptable alternative provision. Negotiations will commence within fourteen (14) days of a request by the party to negotiate and in the event the parties are unable to reach an agreement, the dispute will be subject to the final offer dispute settlement procedures set forth in O.R.C. 4117.

ARTICLE 17
SENIORITY

Section 01. Seniority will be defined as the length of continuous service of a full time member of the bargaining unit with the police department and shall be used for the purposes of determining shift assignment, vacation, layoffs, and recall rights. In the event that employees have the same date of hire, seniority shall be determined by the date of application. In the event that the application date is the same, the tie breaker will be determined using the last four numbers of the effected member's social security number. The member with the higher number will be senior. A break in continuous service shall be defined as a failure to report to work as directed from layoffs or leave of absence in excess of thirty (30) days. All the leaves contained in this Agreement shall not break continuous service.

ARTICLE 18
DUTY HOURS

Section 01. **(A) Work Day**

A work day shall consist of eight (8) regularly scheduled, consecutive hours, during a twenty-four (24) hour period of time.

(B) Work Week

Except as provided in Section C below, the work week will consist of five (5) consecutive work days followed by two (2) consecutive days off in each work week.

(C) Scheduling

The Employer reserves the right to change duty hours to a work day consisting of ten (10) regularly scheduled, consecutive hours during twenty-four (24) hour period of time. If such change is implemented, the work week will consist of four (4) consecutive work days followed by three (3) consecutive days off in each work week.

(D) Notice of schedule change

Should the employer change the work week, the Employer agrees to give twenty-one (21) days advance notice to the individual members of the bargaining unit and the FOP.

Section 02. A normal pay period shall consist of two (2) work weeks and all bargaining unit employees shall be paid on a bi-weekly basis.

Section 03. A work schedule shall be for four (4) consecutive weeks and shall be posted no less than one (1) week in advance and may not be changed for purposes of avoiding overtime.

Section 04. An employee may trade shifts, with the prior approval of the Chief or his designee, as long as the shift trade is completed within the same pay period. An employee desiring to trade shifts with another employee will submit a request to do so in advance and any request so submitted is subject to the prior approval of the Chief or his designee.

Section 05. An off duty employee who is required to immediately report to work shall be paid for all hours actually worked, or a minimum of three (3) hours, at one and one half times the employee's hourly rate of pay, whichever is greater.

Section 06. Whenever possible, an employee will be given no less than eight (8) non-duty hours off between scheduled shifts. In no event shall any one (1) employee be required to work more than two (2) consecutive work days with less than eight (8) non-duty hours between those scheduled shifts within a period of seven (7) consecutive days.

ARTICLE 19
OVERTIME PAY AND COURT TIME

Section 01. Employees shall be paid overtime pay for all hours worked in excess of eight (8) or ten (10) hours per day, whichever is applicable, or for all hours worked in excess of forty (40) hours per week. Employees shall receive overtime pay at a rate equivalent to one and one half (1½) their regular hourly rate. All overtime worked shall be only upon the prior approval of the Chief or his designee.

Section 02. All court duty, not in conjunction with regularly scheduled duty, in response to a subpoena or similar writ commanding appearance at criminal, quasi-criminal or civil court arising out of any incident while on duty as an employee of the Township, shall cause the employee to be compensated a minimum of three (3) hours pay at one and one half times the employee's regular rate of pay, whichever is greater.

Section 03. At the employee's option, compensatory time may be accumulated in lieu of paid overtime. Compensatory time off shall be accrued at the rate of one and one half (1½) hours of overtime work and the maximum amount of accumulated compensatory time off shall not exceed two hundred and forty (240) hours.

Section 04. An employee shall be compensated for all overtime performed in excess of the accumulated compensatory time limit of two hundred and forty (240) hours.

Section 05. Use of accrued compensatory time shall be with the prior approval of the Chief or his designee and shall be in increments of not less than one (1) hour.

Section 06. Overtime earned, with the prior approval of the Chief or his designee, in increments of less than one (1) hour shall be paid in accordance with the following table:

(a) 00 to 15 minutes = one quarter (1/4) hour
(b) 15 to 30 minutes = one half (1/2) hour
(c) 30 to 45 minutes = three quarter (3/4) hours
(d) 45 to 60 minutes = one (1) hour

Section 07. An employee, upon retirement, shall be paid for all accrued but unused compensatory time off. In the event of the employee's death, while employed by the Township, payment pursuant to this provision shall be made to the employee's legal heirs. This payment shall be based upon the employee's rate of compensation at the time of his retirement.

ARTICLE 20
HOLIDAYS

Section 01. All members of the bargaining unit shall receive the following 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 02. A bargaining unit member who works on a holiday, as described in Section 1, shall be compensated for holiday pay at the rate of two and one half times the members regular rate of pay for all hours worked on the holiday. The bargaining unit member may elect to receive one and one half time his regular rate of pay for all hours worked on a holiday, and his regular rate of pay as compensatory time for the same holiday. When an employee elects to take eight (8) hours of compensatory time, the employee shall designate the day he wishes to take off, subject to the prior approval of the Chief or his designee, as to when they may actually be taken. The compensatory time shall be taken within one year of the time within which it is earned at the current rate of pay then in effect.

Section 03. If the holiday falls on the employee's regular scheduled day off, the employee may elect to be paid eight (8) hours pay for that holiday or take the holiday at a later date, upon prior approval of the Chief or his designee.

Section 04. Each member will receive two (2) personal days each year of the Labor Agreement, effective January 1, of each year of the agreement. The personal days must be used each year of the agreement and carryover shall only apply if the Employer denies any request of the personal days off.

ARTICLE 21
VACATION

Section 01. Each member of the bargaining unit who was hired on or before December 31, 2012, shall earn paid vacation in accordance with the following schedule.

LENGTH OF SERVICE	NUMBER OF WEEKS
After one (1) year	80 hours
After five (5) years	120 hours
After ten (10) years	160 hours
After fifteen (15) years	200 hours

Each bargaining unit member who is hired after January 1, 2013 shall earn paid vacation in accordance with the following schedule.

LENGTH OF SERVICE	NUMBER OF WEEKS
After one (1) year	80 hours
After five (5) years	120 hours
After fifteen (15) years	160 hours
After twenty (20) years	200 hours

Section 02. Following completion of one (1) year of service, employees will earn vacation prorated on a bi-weekly basis and, with prior approval of the Chief of Police or his designee, may use vacation time as it is earned.

Section 03. An employee who has earned vacation time with the Police Department shall be able to transfer his vacation time to another department within the jurisdiction of the Employer, should he elect such a transfer.

Section 04. Employees shall be required to take at least forty hours (40) of their accrued vacation in consecutive days each year. Any unused balance of vacation due for such year may be taken at the employee's convenience in order of seniority in order of seniority, and upon prior approval of the Chief of Police or his designee. Vacation time will be selected and granted as far as is possible, in order of departmental seniority.

Section 05. Any employee who resigns, retires or is terminated shall be paid for all accrued vacation time.

Section 06. Any unused vacation time may be carried over to the following year, but no employee may accrue more than five (5) weeks (200 hours) of unused vacation leave. The employee shall not suffer any loss of vacation time if vacation was canceled or the vacation leave was denied by the employer.

ARTICLE 22
SICK LEAVE

Section 01. Sick leave, for the purpose of this Agreement, shall be an absence from duty with pay necessitated by illness or injury to the employee, exposure by the employee to contagious disease communicable to other employee's, illness or injury to a member of the employee's immediate family residing within the same household as the employee.

Section 02. All members of the bargaining unit shall earn sick leave at a rate of 4.6 hours per bi-weekly pay period and may accumulate it without limit. Anytime an employee works over and above their normally scheduled eight or ten (8 or ten) hour shift or normally scheduled forty (40) hour work week, the employee will earn sick time proportionately.

Section 03. Sick leave shall be compensated at the employee's regular hourly rate of compensation. Sick leave shall not be used in segments of less than one (1) hour.

Section 04. An employee who is to be absent on sick leave shall notify the on duty dispatcher of such absence and the reason therefore within one half hour prior to the start of his scheduled shift.

Section 05. A member of the bargaining unit who transfers from this department to another department of the employer shall be allowed to transfer his accumulated sick leave to the new department.

Section 06. Before an absence of five (5) consecutive days may be charged against the accumulated sick leave, the Chief or his designee may require such proof of illness or injury. If the employee fails to submit adequate proof of illness, or injury, such leave may be considered an unauthorized leave and shall be without pay.

Section 07. Any abuse of sick leave or the pattern use of sick leave shall be just and sufficient cause for discipline.

Section 08. The Chief may require an employee who has been absent do to a personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid for by the employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 09. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or parent residing in the same household as the employee.

Section 10. All bargaining unit members shall have their sick leave benefit, that upon death,

retirement, or a determination of disability retirement, of a full-time employee, such employee or his heirs, shall receive a cash payment equal to his daily rate of pay at the time of retirement, death, or disability retirement, multiplied by the total number of accumulated but unused sick days earned by the employees, certified by the Township Clerk, providing that such resulting number of days to be paid shall not exceed thirty (30) days (240 hours).

Section 11. Any employee who has not used any sick leave in excess of half (1/2) a work day during any quarter of the year shall receive half (1/2) a days worth of personal time for the quarter.

For the purpose of this section the quarter shall be;

January 1	through	March 31st
April 1	through	June 30th
July 1	through	September 30
October 1	through	December 31

Any personal time earned in this section must be taken within six (6) months of the end of the calendar year in which it was earned.

Section 12. For the purposes of definition; separation shall be when the employee leaves or terminates his/her employment with the Township within any specified time limit as provided in the sections above.

ARTICLE 23
FUNERAL LEAVE

Section 01. An employee shall be granted time off with pay, not to be deducted from the employee's sick leave, for the purpose of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) work days for each death in his immediate family. "Immediate Family" for purposes of this article, shall be defined as the employee's spouse, child, grandchild, parent, grandparent, sibling or parent in law.

Section 02. Upon prior approval of the Chief or his designee, any additional funeral leave time in excess of the time provided for in section 01, may be deducted from the employee's sick time.

ARTICLE 24
JURY DUTY LEAVE

Section 01. Any employee who is called for jury duty, either Federal, County of Municipal shall suffer no loss of regular compensation. Any compensation received from such court, for jury duty, shall be surrendered to the Employer.

ARTICLE 25
MILITARY LEAVE

Section 01. After one hundred and eighty (180) days of service with the Employer, any member of the bargaining unit inducted into the armed forces of the United States shall be entitled to the re-employment rights provided by State or Federal Law. Such employee shall be reinstated to their similar position and seniority and pay status. Such employee must apply for reinstatement within ninety (90) days from the date of discharge. National Guard or Military Reserve leave will be paid up to the maximum of thirty-one (31) days annually, provided that the employer is given copies of orders authenticated by the Commanding Officer of the individual's military unit.

ARTICLE 26
LAYOFFS

Section 01. In the event of a lay off, bargaining unit employees will be laid off by order of reverse departmental seniority. (Last hired or promoted, first laid off)

Section 02. A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of thirty six (36) months.

Section 03. A lay off shall only be for lack of work, lack of funds, or job abolishment.

Section 04. Recall from layoff will be by order of seniority. (Last laid off first recalled)

Section 05. Before any member of the bargaining unit may be laid off, all part time patrol officers shall be first laid off.

Section 06. Auxiliary or reserve Police Officers shall not be considered as paid part time employees for purposes of this contract.

ARTICLE 27
WAGES

Section 01. Effective January 1, 2016:

	Hourly
Starting Salary	$24.33
1 through 2 yrs.	$25.47
2 through 3 yrs.	$26.81
Completion of 3 years	$27.91

Section 02. Effective January 1, 2017:

Starting Salary	$24.58
1 through 2 yrs	$25.73
2 through 3 yrs.	$27.08
Completion of 3 years	$28.19

Section 03. Effective January 1, 2018:

Starting Salary	$24.83
1 through 2 yrs	$25.99
2 through 3 yrs	$27.36
Completion of 3 years	$28.48

Sergeants:

Effective	January 1, 2016	January 1, 2017	January 1,2018
	$32.23	$32.56	$32.89

ARTICLE 28
INSURANCE

Section 01. Effective January 1, 2014, each bargaining unit member shall pay, by a bi-weekly payroll deduction, an amount equal to ten percent (10%) of the total premium cost for the employee's selected benefit coverage (Single, Husband and Wife, Parent and Child, Family). The Employer will provide and pay an amount equal to ninety percent (90%) for each bargaining unit member's selected benefit coverage for hospitalization, major medical and other medical services coverage on behalf of each member of the bargaining unit, their spouse and dependent children. Any changes in providers or third party administrators shall be first negotiated with and approved by the FOP. Such assent and approval shall not be unreasonably withheld.

Section 02. Such hospitalization shall also be provided for use by retired employees and for the surviving spouse of deceased employees, pursuant to Federal and State Law (C.O.B.R.A.)

Section 03. The Employer will provide and pay the full premium for all members of the bargaining unit for a convertible life insurance policy in the face value of twenty five thousand dollars ($25,000).

Section 04. The Employer shall provide a dental and optical program to all bargaining unit members, effective the date of execution of this Agreement.

ARTICLE 29
UNIFORM ALLOWANCE

Section 01. Effective January 1, 2003, all members of the bargaining unit shall receive an annual uniform allowance in the amount of one thousand two hundred dollars ($1,200.00).

Section 02. Uniform allowance may be utilized by a member of the bargaining unit, upon receipt reimbursement system, for all required uniform clothing, components, shoes, rain gear, leather, weapons, badges and other required decoration.

Section 03. The employer will provide and assign a protective vest to each bargaining unit member. Should the bargaining unit member already have the vest the Township will replace the vest at the manufacturer's suggested replacement date. Said protective vest shall remain the property of the employer. All bargaining unit members shall be required to wear said protective vest at all time that they are in uniform.

ARTICLE 30
TRAINING AND SCHOOLING

Section 01. Each member of the bargaining unit, upon prior approval of the Chief or his designee, may attend seminars, specialized training or continuing legal education, so long as the scope or topic of said program or session is directly related to the employee's job duties and responsibilities.

Section 02. Upon prior approval of the Chief or his designee, all cost associated with such training (fees, tuition, supplies and room and board) shall be paid by the Employer.

Section 03. The Employer will furnish a Township vehicle for transportation or reimburse the employee for use of his personal vehicle if a Township vehicle is not available for use.

Section 04. The Employer shall pay the employee for all time traveling to and from schooling outside the limits of the Township. All verified flat rate fees, tuition, lodging and related expenses, shall be paid in advance to the vendor. In no event shall the employer be required to pay an employee more than eight (8) hours for any travel time to, attendance at, or travel time from said schooling or seminar within a twenty four (24) period.

ARTICLE 31
EXPENSE ALLOWANCE

Section 01. Any full-time employee who is required, upon prior approval of the Chief or his designee, to use his personal vehicle in the performance of such employee's Township duties, other than transportation to and from his place of duty, shall be reimbursed for mileage at the rate of thirty cents ($.30) per mile upon submission to the Chief or his designee a statement indicating the date, time and purpose of the travel and the number of miles actually driven. Any employee required by the Employer to stay overnight, outside the limits of the Township, in the performance of his Township duties, or for training purposes, shall be reimbursed for the cost of any overnight accommodation incurred and for meals, consistent with Township policy.

Section 02. The employee agrees to not seek reimbursement for food and lodging when such food and lodging is available through the Ohio State Highway Patrol Academy or the Ohio Police Officers Training Academy.

ARTICLE 32
RETENTION OF BENEFITS

Section 01. Effective January 1, 2013, the Employer shall no longer pay the Employee's contribution to the Ohio Public Employees Retirement System. Each bargaining unit member shall have the proportionate amount deducted from the bargaining unit member's bi-weekly payroll check. All of the Employer's rules, regulations, resolutions and practices, as they are currently in effect, and as they may be changed from time to time, shall remain in full force and effect during the life of this Agreement. Any current rules, regulations, resolutions and practices that conflict with the terms of this Agreement shall be deemed as subservient to the terms of this Agreement. In no way is this or any provision of this Agreement to be construed as limiting or impairing management rights as enumerated in Article 6.

ARTICLE 33
SAVINGS CLAUSE

Section 01. In the event that any one or more provision(s) of this Agreement is (or are) invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the FOP will, at the request of either party hereto, enter into negotiations for the purpose of renegotiating a mutually agreeable alternative provision.

ARTICLE 34
PROBATIONARY PERIOD

Section 01. All new members of the bargaining unit shall be subject to three hundred and sixty five (365) day probationary period during which every effort shall be made by the Employer to orient the employee to their job function and to the Employer's procedures. Prior to the end of the probationary period, the Chief or his designee will review the employee's performance evaluations and general adaptability to determine if continued employment will be mutually satisfactory.

ARTICLE 35
INJURY LEAVE

Section 01. When a bargaining unit employee is injured in the line of duty while actually working for the Employer, he shall be eligible for a paid leave not to exceed ninety (90) working days from the injury date, provided that he files for Workers' Compensation benefits and signs a waiver or assignment form assigning to the Employer those sums of money he would ordinarily receive as his weekly compensation as determined by law and for the number of weeks that he receives benefits under this Article. The employee shall provide to the Employer a copy of the claim form that has been filed with the Bureau of Workers' Compensation and that medical treatment was required by a certified physician. Sick leave will be fully reimbursed if any Workers' Compensation benefits are received by the Employer for days when the employee used sick leave.

Section 02. If at the end of the ninety (90) day period and the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for up to ninety (90) additional working days.

Section 03. The Employer shall have the right to require the employee to have a physical examination by a physician appointed by and paid for by the Employer. The certification of the physician that the employee is unable to work due to the injury is a condition precedent to the employee receiving any benefits under this Article.

Section 04. In the event that the employee's claim is rejected by the Bureau of Workers' Compensation, the employee shall be obligated to repay to the Police Department any amounts paid pursuant to this Article.

ARTICLE 36
DURATION OF AGREEMENT

Section 01. This Agreement shall be effective January 1, 2016 shall remain in full force and effect until December 31, 2018. If either party decides to make any changes in the Agreement for a period subsequent to December 31, 2018 notices of such desire shall be given prior to October 1, 2018 pursuant to O.R.C.4117. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract.

ARTICLE 37
EXECUTION

In witness whereof, the parties hereto have caused this Agreement to be duly executed this 29 day of December, 2015.

The Board of Trustees

For

Lawrence Township
Stark County, Ohio

Les Kaniph
Les Kaniph

Sean D. Lockhart
Sean Lockhart

Mike Stevens
Mike Stevens

The Fraternal Order of Police
Ohio Labor Council, Inc.

Charles W. Wilson
c/s
Charles L. Wilson 12/29/15
Senior Staff Representative