

COLLECTIVE BARGAINING AGREEMENT MAR -4 P 12:34

BETWEEN

**MEDINA TOWNSHIP
(Medina County)**

AND

**OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION**

(Patrol Officers and Sergeants)

K 33296

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AGREEMENT

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

ARTICLE 1 PURPOSE

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

ARTICLE 2 RECOGNITION

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

- A. All full-time Patrol Officers and Sergeants, employed by the Township, excluding, Lieutenants and Chief per SERB certification, 04-REP-12-0236, February 2, 2004.
- B. A full-time officer is one who is hired as a full time officer by the Medina Township Board of Trustees.

Section 2: The Township will provide the OPBA with a list of all employees in the classifications covered by this Agreement indicating the employee's starting date of employment. This Seniority List will be updated no less frequently than annually, and the Township will provide the updated list to the OPBA no less frequently than annually.

ARTICLE 3 DUES DEDUCTION

Section 1: During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employees of the Medina Township Police Department for whom the Employer is currently deducting dues.

Section 2: The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and By-Laws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

Section 3: The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

Section 4: A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

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

ARTICLE 4 AGENCY SHOP

Section 1: Upon completion of sixty (60) days' employment as an Officer with Medina Township, all members of the bargaining unit, as identified in Article 2 of this Agreement shall either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a service fee to the OPBA in an amount to be determined by the OPBA, which shall have the sole responsibility for the accuracy of such amount, as a condition of employment, all in accordance with Ohio Revised Code Section 4117.09.

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

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

ARTICLE 5 MANAGEMENT RIGHTS

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

- A. Determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the Township and of the Police Department, standards of service, overall budget, utilization of technology and organizational structure;
- B. Establish, modify and enforce reasonable personnel policies and work rules, and regulations and standards for employee performance;
- C. Determine standards of dress, grooming, and fitness for duty.
- D. Determine the size, composition, structure, and adequacy of the workforce;
- E. Establish and determine job qualifications and duties, and to establish, modify, consolidate, and abolish job classifications;
- F. Hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, layoff, retain, discipline, suspend and discharge employees for just cause;
- G. Allocate work among employees, divisions, or departments, and to determine work methods and responsibilities;
- H. Set work schedules, including but not limited to work week, start and quit times, length of workday, shift times, and number of shifts.
- I. Determine overall methods , processes and means by which operations are to be efficiently and effectively conducted;
- J. Determine and introduce new and/or improved equipment, methods, and facilities;
- K. Determine the financial Policies of the Township and of the Police Department, including the exclusive right to allocate and expend all funds of the Township'
- L. Determine and schedule overtime as required in the manner most advantageous to the requirement of efficient Police Department operations;
- M. Train or retrain bargaining unit members as appropriate, and to establish the education and training requirements for the Police Department;
- N. Manage and determine the location, type and number of physical facilities, equipment, programs, and determine the work to be performed;
- O. Determine the Police Department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;

- P. Assign any person having rank with the Medina Township Police Department to do bargaining unit work when reasonably necessary;
- Q. Do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as provided for in this Agreement.

Section 2: Notwithstanding §4117.08 of the Ohio Revised Code, the Township is not required to bargain with the OPBA with respect to its exercise of any of the rights set forth in this Article or under Ohio revised Code §4117.09(C), except for those subjects that are mandatory subjects of bargaining.

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

Section 4: **Discipline and Discharge.** Non-probationary employees may not be disciplined or discharged without just cause.

ARTICLE 6 EMPLOYEE RIGHTS

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

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

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

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

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

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

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

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

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

Section 9: Any complaint alleging wrong doing on the part of a Bargaining Unit member shall be reduced to writing and the complainant shall be asked to sign the complaint form. In the event the complainant's statement is illegible, the Department will either translate or tape record the complaint as appropriate. The transcription and/or tape recording shall be retained in the employee's file. The Chief or his direct supervisor shall investigate any signed complaint. After the initiation of the investigation of a complaint, the Bargaining Unit Member may be required to submit a written report to the Chief or his direct supervisor explaining the incident(s) that led to the complaint. The Bargaining Unit member shall be entitled to receive a written report of the results of the investigation from the Chief or his direct supervisor within fourteen (14) calendar days after the investigation is complete. The results of said investigation of any founded complaint against a Bargaining Unit member shall be placed in the Bargaining Unit Member's file. Officers shall not be disciplined as a result of citizen complaints unless such complaints are made in writing within sixty (60) days of the alleged wrongdoing, except under extenuating circumstances as determined by the board of Trustees.

ARTICLE 7 NON-DISCRIMINATION

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

ARTICLE 8 ASSOCIATION REPRESENTATION

Section 1: The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operation needs of the Employer and will

cooperate to keep to a minimum the time lost from work by representatives. The employee shall not experience any loss of pay for acting in the capacity of an OPBA representative under this Article during his normally assigned duty hours. Union business conducted on Township time shall not cause a disruption of work. Union representatives who abuse this provision will be subject to discipline.

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

ARTICLE 9 BULLETIN BOARD

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

ARTICLE 10 NO STRIKE/NO LOCKOUT

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

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

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

employee disciplined for violation of this Article shall have access to the grievance and arbitration procedure set forth in Article 13.

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

ARTICLE 11 DISCIPLINE

Section 1: Disciplinary action taken by the Employer shall only be for just cause except for employees serving their probationary period.

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

ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

Step 2: Should the OPBA decide to process the grievance further, the OPBA may file, within fifteen (15) days after the Township's Step 1 answer was issued, an appeal to the Township's Board of Trustees. Such appeal shall be in writing and shall include a statement of the original grievance. The Board of Trustees or its designated

representative shall answer the grievance in writing within thirty (30) calendar days following receipt of that appeal.

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

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

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

Section 6: The parties shall split the arbitrator's fees. All expenses relating to calling of witnesses or the obtaining of depositions or any other similar expenses associated with such proceedings shall be borne by the party who requests such witnesses or depositions.

Section 7: The procedures set forth in this Article shall be the exclusive method of redressing grievances between the parties and the decision of the arbitrator shall be final and binding upon the Township, the OPBA, and all employees. Any grievance resolved without arbitration shall be deemed settled on a non-precedent setting basis with respect to grievances of a like nature. The parties also may mutually agree in writing that a particular settlement or resolution shall be on a non-precedent setting basis.

Section 8: A bargaining unit member requested to appear at the arbitration hearing by either party shall attend without the necessity of a subpoena. If the employee is requested by the Township, the employee will be paid for all hours spent at the hearing. If the employee is requested by the Union, employee will be paid for all hours spent at the hearing that they would have normally been scheduled to work.

Section 9: The parties shall have the right to require the arbitrator to render his decision within thirty (30) days of the submission of briefs by the parties, which time may be extended by mutual agreement of the parties.

Section 10: Time Limitations. To be considered valid, a grievance must be initially presented within seven (7) calendar days of the occurrence of the alleged violation of the Agreement, or the employee's reasonable knowledge thereof. A grievance which is not timely filed under this provision shall be void. Once a grievance is originally timely filed and the Township fails to answer it in a timely manner, then the grievance shall automatically proceed to the next step of the Grievance Procedure. Where a grievance is not appealed by the OPBA to the next higher step within the prescribed time limit, the

grievance shall be barred from further proceedings. Once a grievance is originally timely filed, the parties may by mutual agreement extend the time limit in which to answer it or appeal it to the next step. The parties may mutually agree to escalate the grievance to any step in order to promote the expeditious resolution of any grievance. All disciplinary grievances may be initiated directly at Step 2.

Section 11: The OPBA shall have final authority, in its capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure.

ARTICLE 13 PROBATIONARY PERIOD

Section 1: A new bargaining unit employee shall be on probation for a period of one (1) year after starting full-time employment.

Section 2: : During the probationary period, a bargaining unit employee shall not have the right to avail himself of the grievance and arbitration procedure of the Agreement for purposes of grieving terminations, suspensions or disciplinary actions. During the probationary period, a bargaining unit employee may be removed from the service of the township Police Department and from township employment at any time without recourse under this Agreement or otherwise.

ARTICLE 14 SENIORITY

Section 1: Unless specified otherwise in this agreement, seniority for a full-time employee shall mean the uninterrupted length of full-time service with the Medina Township Police Department. The date of an employee's service shall be counted from his most recent date of hire

Section 2: All newly hired employees shall be considered to be on probation for a period of one (1) year from the date of hire. If an employee's seniority is terminated and he is later rehired, he shall be considered to be a new employee and subject to the provisions of the section.

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

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

- A) Voluntarily quit or resignation;
- B) Discharge for just cause;

- C) Involuntary layoff or leave of absence exceeding twenty-four (24) months;
- D) Absent without notice for more than three (3) consecutive work days, unless due to circumstances beyond the employee's control;
- E) Failure to report to work when recalled from layoff within two (2) calendar weeks from the date on which the Township sends or delivers the employee a notice to report to work (to the last known address as shown on the Township's records);
- F) Failure to report to work within two (2) working days following the termination of any excused leave of absence unless such time is extended in writing by the Township.

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

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

Section 7: An employee transferred or promoted to a position outside the bargaining unit who is returned by the Township to the bargaining unit shall be entitled to his/her fully accrued seniority.

Section 8: An employee who retires or is separated by the employer because of a reduction in force, will have the option to receive sick time as outlined in Article 21, unused vacation, comp, and personal time.

Section 9: If a part-time officer is hired as a full time police officer their seniority date will be adjusted with the following formula. For every 2,080 hours worked part-time the officer may receive one year credit, but in no case shall the wage adjustment exceed two years.

**ARTICLE 15
EXPECTATION REVIEW**

Section 1: Officers Reviews are an integral part of communications between the employee and supervisor. Reviews for employees shall be conducted every quarter of service. Additional evaluations may be conducted as needed.

Section 2: Physical Fitness Program. Each June Officers and Sergeants will demonstrate that they can meet the OPOTA physical fitness standards (run, push-ups, sit-ups). If a police department employee meets the standards, the employee shall receive a \$100 for each of the three standards met in an incentive check.

Section 3: Community Policing Incentive Program

Medina Township Police and its officers represented by the OPBA are committed to Community Policing. As such, the following community policing incentive and rewards program shall be established.

Each quarter \$800 will be made available for the Community Policing Incentive and Rewards Program. All members of the Bargaining Unit are eligible to participate.

In order to be included in this program the officer must make a minimum of 312 contacts per quarter. Contacts will be defined in writing 30 days before the start of each quarter. The qualifying event that is counted as a contact shall be determined by the supervisors.

Individual incentives will be determined by the total number of officers who meet the 312 contacts standard divided by \$800. The incentive will be paid within 45 days after each quarter.

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

Section 4: Promotions shall be based upon the scores received from an independent test plus Employer's discretion, the weight to be determined by the Employer. Before an officer may take a test they must have worked for the Township as a full-time officer for five (5) years.

ARTICLE 16
LAYOFF AND RECALL

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

Section 2: In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their bargaining unit seniority (full-time service) last hired are the first to be laid off. If the Township, due to economic need, reduces the number of officers, then the Sergeant with the least seniority would be reduced and could bump down to a patrolman. Lay off will be in accordance with their departmental seniority (last hired, first laid off). Seniority will be based upon the full-time hire date of that officer.

Section 3: A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of two (2) years.

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

Section 5: Before any full-time employee may be laid off, all part-time, temporary, casual or auxiliary employees will be laid off.

Section 6: Notice of recall shall be sent to the employee's last known address listed on the Township's records and shall be sent by certified mail or hand-delivered. An employee who does not report to work within fourteen (14) calendar days from the date the Township sends or delivers to the employee a recall notice shall be considered to have resigned his position.

Section 7: In case of layoffs, the Township shall give the OPBA and the affected employees as much advance notice as is possible, but at least fourteen (14) calendar days prior to the reduction in force.

Section 8: In the event the Township disbands the Medina Township Police Department, each full-time officer shall be offered the following severance package based on the following terms.

- A) Only the base wage will be paid to the officer.
- B) Health care coverage shall continue in its form at the time the department is disbanded.
- C) Officers will be paid accumulated vacation, personal time, and compensatory time.
- D) Sick days will be paid in the same manner as if the officer retired.
- E) Pay continuation will be based on number of full years of service or anniversary date:
 - a) Less than one year service – 0
 - b) One year of service – One month base wage and benefits as outlined in 1 & 2 of this section.
 - c) Two years of service – Two months base wage and benefits as outlined in 1 & 2 of this section.
 - d) Three years of service – Three months base wage and benefits as outlined in 1 & 2 of this section.
 - e) Four years of service – Four months base wage and benefits as outlined in 1 & 2 of this section.
 - f) Five years of service – Five months base wage and benefits as outlined in 1 & 2 of this section.
 - g) Six years or more – Six months base wage and benefits as outlined in 1 & 2 of this section.

**ARTICLE 17
DUTY HOURS**

Section 1: The regular work week for all bargaining unit members shall be (40) hours and shall be defined as seven (7) days, beginning on Sunday and running through Saturday. The Chief shall take best efforts to schedule consecutive days off for the bargaining unit employees, but such shall be in the Chief's discretion.

Section 2: A "tour of duty" for a bargaining unit member means the normal shift to which the employee is scheduled to work. The Chief of Police may perform bargaining unit work when needed. Auxiliary and volunteer employees shall not perform bargaining unit work.

Section 3: The Township shall use its best efforts to post the work schedule thirty (30) days in advance of the first effective date of the schedule and shall not be changed by the Employer for the sole purpose of avoiding payment of overtime. Every possible attempt will be made to adhere to that schedule by both the department and the bargaining unit. Shifts shall be bid by seniority every four (4) months for the following periods:

January – April
May – August
September – December

Section 4: Part Time Officers - The Township may hire up to five (5) part-time officers not to exceed all full-time officers including Sergeants, excluding Chief. Part-time officers wage rate will not exceed 90% of the full-time starting rate.

**ARTICLE 18
OVERTIME**

Section 1: "Overtime hours" means hours or fractions thereof which are worked by a bargaining unit member in excess of:

- A) Twelve (12) consecutive hours within a twenty-four (24) period; or
- B) Forty (40) hours within the regular work week.

Section 2: Overtime compensation shall be compensated at the rate of one and one-half the bargaining unit member's hourly rate of pay.

Section 3: Whenever approved by the Chief, employees called in to work or appearing in court on behalf of the Employer while off duty, shall be paid for the actual time worked or a minimum of three (3) hours of overtime, whichever is greater. Officers shall be entitled to more than one minimum pay on the same day if the call-in/court appearance occurs three (3) or more hours after the first required call-in/court appearance.

Section 4: Officers who attend scheduled staff meetings shall be paid for two (2) hours of straight time or overtime based on the officer's schedule during the staff meetings. The Township agrees to hold a minimum of two (2) general departmental meetings per calendar year.

Section 5: Each Employee may request to take overtime as paid compensation or compensatory time. The Chief may deny the use of compensatory time on the grounds that the use of compensatory time will create the need for other Employees to work overtime, and/or that emergency conditions exist.

An Employee shall be entitled to accumulate compensatory time not to exceed forty (40) hours in a calendar year. Compensatory time may not be carried over from year to year.

Requests for compensatory time shall be made no later than 48 hours for the date requested and no earlier than six (6) weeks prior to the date requested. Should compensatory time be requested by two (2) employees at the same time to be taken at the same time, seniority shall prevail. However, compensatory time will generally be granted on a first-come, first-serve basis. If an employee with greater seniority requests compensatory time on a date that has already been requested and approved by the Chief for an employee with lower seniority, that time will not be granted.

Compensatory time shall be charged in minimum units of one hour.

Upon the Employee's request, accumulated compensatory time may be cashed-in to be paid within thirty (30) days after submittal. Hours are earned at 1 ½ times paid at straight time. For example, work four (4) hours over-time, compensatory time taken would be at six (6) hours. Compensation time paid is not part of 40 hour week for overtime purpose.

Section 6: All full-time officers are entitled to personal time upon their anniversary date based on the following schedule:

- a. First anniversary 10 hours.
 - b. Second and third anniversary 20 hours.
 - c. Forth to ninth anniversary 30 hours.
 - d. Tenth anniversary and each year thereafter 40 hours.
-
- A) Personal time cannot be used on any holiday.
 - B) Personal time shall be paid at the employees' regular rate of pay, and must be scheduled at least twenty-four (24) hours in advance, unless it is an emergency and approved by the chief.
 - C) Personal time may be denied if taking said time creates overtime for the replacement.
 - D) If any time remains at the end of the period, the officer shall be paid at straight time. This will be paid during the month of December of each calendar year.
 - E) Personal time paid is not part of the forty (40) hour workweek for overtime purpose.

**ARTICLE 19
VACATION**

Section 1: Each full time employee shall earn and be entitled to vacation in accordance with the following schedule:

- A. The following vacation schedule shall be adopted for all full-time employees who are hired after 07/01/2010. The vacation accrual schedule for full-time employees with continuous services shall be as follows:
 - a. First anniversary to fourth anniversary 80 hours annually.
 - b. Fifth anniversary to ninth anniversary 120 hours annually.
 - c. Tenth anniversary and each year thereafter 160 hours annually.
- B. All officers hired before 07/01/2010 shall earn and be entitled to vacation with the following schedule:
 - a. All bargaining unit employees with less than four (4) years of completed full-time departmental service shall accrue 3.08 hours of paid vacation time every two (2) weeks (bi-weekly) so that said employees accrue eighty (80) hours of paid vacation time over the period of a calendar year.
 - b. All bargaining unit employees with four (4) years of completed full-time departmental service but less than nine (9) years of completed service shall accrue 4.62 hours of paid vacation time every two (2) weeks (bi-weekly) so that said employees accrue one-hundred and twenty (120) hours of paid vacation time over the period of a calendar year.
 - c. All bargaining unit employees with nine (9) or more years of completed full-time departmental service shall accrue 6.154 hours of paid vacation time every two (2) weeks (bi-weekly) so that said employees accrue one-hundred and sixty (160) hours of paid vacation time over the period of a calendar year.

Section 2: A vacation draw will take place 45 days before each scheduling period. Only full weeks can be bid for at this time. Officers shall schedule on the basis of full-time departmental seniority. No more than three officers (including Sgts.) may be granted time off at the same time. In the event the total numbers of officers (includes Sgts., excludes Chief) are reduced to six, then the number of officers that may be on vacation at one time drops to two. Once the vacations are approved after the draw, the time must be used and with no substitutions of time except on approval by Chief. All other vacation time not selected in the draw period shall be awarded and approved on a "first come, first serve basis".

Section 3: All requests for use of vacation leave shall be submitted to the Chief for approval and such approval shall not be unreasonably denied. The Chief shall act upon requests within one (1) week of submittal. Once approved, vacation leave shall not be changed unless an emergency situation arises. Vacation must be used in one half (1/2) of the shift the officer is on.

Section 4: A schedule of approved vacation leave requests shall be posted on the Union bulletin board.

Section 5: During the month of December each year, up to forty (40) hours of accrued but unused vacation time will be paid to an employee upon two (2) weeks prior written notice submitted by the Officer to the Medina Township Fiscal Officer. The request must match the payroll cycle.

Section 6: Notwithstanding any other provision of this agreement, during the three (3) years immediately preceding a bargaining unit member's retirement, such employee may cash out his/her current year's vacation.

Section 7: Vacation not taken and/or cashed out per Section 5 in the year following its accrual, may be carried over to the next year. In no case may any employee's carry-over more than two hundred forty (240) hours of vacation time.

Section 8: Vacation pay shall be paid at the regular base rate of pay applicable at the time a vacation is taken for the employee's job classification.

ARTICLE 20 HOLIDAYS

Section 1: All full-time employees shall receive five (5) hours of holiday pay per pay period for twenty-six (26) pay periods per year for a total of one hundred thirty (130) hours over a calendar year. Such hours shall be paid at the officer's regular hourly rate and shall be paid whether the officer works a holiday or does not.

Section 2: For Christmas Day, July 4th, Thanksgiving Day and New Year's Eve, officers working that day shall be paid at double-time. If an officer works over (40) hours in a defined week, which includes a "Premium Holiday, the officer shall be paid time and one half for hours over (40).

(Example)

Officer works (43) hours in a Premium week. The officer will be paid (3) hours of overtime (1 ½) and (2) times the Premium Holiday hours.

(43) Hours worked
(10) Hour shift of Premium Holiday

(30) Hours regular rate
(3) Hours of 1 ½
(10) Hours of double-time

Officer works (40) hours in a Premium week – 10 hours
Premium Holiday.

(30) Hours regular rate
(10) Hours double-time rate

For overtime worked, on said holiday(s), officers shall be paid double-time. For purposes of this section, said rates of pay shall be applicable to all shifts commencing on a holiday and shall be paid for the shifts entirety, even if it extends to the next day. Shifts not commencing on the holiday shall not receive said pay.

Section 3: If an officer is scheduled to work on a recognized national holiday, and the officer desires that day off, the Officer must submit a request, on the proper form, to the Chief for consideration. If scheduling permits, the Chief may approve the request for that day off, but no additional day or time will be given off, or paid. Approval of requests for time off will be based on departmental seniority. No officer will be approved to take off all days recognized as national holidays in a single calendar year. The Chief will consider the number of requests for particular days off, and will make every effort to balance holiday schedules to accommodate the needs of the Department as well as those of individual members. In all cases, the Chief will exercise final authority and approval to determine scheduled time off. "Recognized national holidays" are New Year's Day (Jan. 1); Martin Luther King Day (3rd Monday in Jan.); President's Day (3rd Monday in Feb.); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Columbus Day (2nd Monday in October); Veterans' Day (Nov 11); Thanksgiving Day (4th Thursday in November); Christmas Day (Dec. 25).

ARTICLE 21 SICK LEAVE

Section 1: Each full-time employee shall accrue 4.6 hours of sick leave per pay period (bi-weekly), so that they accrue one hundred twenty (120) hours per calendar year.

Section 2: The Township will offer a sick time incentive program beginning July 1, 2013 and each year thereafter. If an officer uses no sick days on a six month period they will receive 10 hours of personal time. The periods shall be from July 1st to December

31st and January 1st to June 30th each year. The sick time incentive is over and above the personal time as outlined in Article 18, Section 6.

Section 3: Sick leave under this article may be requested for the following reasons:

- A. Illness or injury of the employee or his spouse, parents or children.
- B. Medical, dental or optical examinations or treatment of the employee or his spouse, parents or children, if such examinations or treatments cannot be scheduled outside of normal work hours.
- C. Pregnancy, childbirth and/or related medical conditions.
- D. Death of an immediate family member to include spouse, father, mother, sister, brother, mother-in-law, father-in-law, grandchildren, step-child or other blood relative for whom an employee may have custodial responsibility.
- E. Upon the Chief's discretion.

Section 4: If an employee is absent for more than three (3) consecutive days (exclusive of Section 2(d)), he/she will be required to present a physician's certificate as a condition of receiving Sick Leave pay. The Township maintains the authority to investigate the circumstances and legitimacy of any employee's absence.

Section 5: The payment for each Sick Leave day taken shall be based upon the employee's hourly rate times the number of hours in his normal work day.

Section 6: Each bargaining unit employee may accumulate a maximum of one thousand one hundred and twenty (1120) hours of paid sick leave.

Section 7: Sick Leave shall be charged in minimum amounts of one (1) hour.

Section 8: An employee who requests Sick Leave must contact the department each day of his absence at least four (4) hours before his scheduled starting time or if such is not practicable, the earliest time for which it is practicable. In the event the officer's doctor has stated that the officer must remain off duty for more than one day, the officer must report the expected duration of his/her absence rather than contacting the department each day. Failure to do so may result in denial of Sick Leave for the period of absence. The employee will submit to any medical examination which the Township or its designee deems necessary at the Township's expense.

Section 9: Vacation Leave may be used for Sick Leave purposes at the employee's request and the approval of the Township or its designee, after Sick Leave is exhausted. Employees who have exhausted all Sick Leave and Vacation Leave credits may, at the discretion of the Township, be granted a personal leave of absence without pay for a period not to exceed six (6) months.

Section 10: An employee who fraudulently obtains Sick Leave or who alters a physician's certificate or falsifies Sick leave records shall be subject to disciplinary action, up to and including discharge.

Section 11: At the time of retirement (or upon death) from active service with the Township, providing that the employee has completed ten (10) or more years of continuous service in the Medina Twp. Police Department, the employee may elect, by filing written notice to the Fiscal Officer within thirty (30) days prior to the effective date to be paid in cash for the value of his/her accrued but unused paid sick leave at the rate of fifty cents on the dollar. Such payment shall be based upon the employee's current base hourly rate of pay. Such payment shall eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to an employee during his/her lifetime. Upon the death of an employee while in active service with the Township Police Department, the employee's estate shall be paid in cash for the values of all his/her accrued but unused paid sick leave at the rate of fifty cents on the dollar.

ARTICLE 22 JURY DUTY

Section 1: After receiving a notification of jury duty, the employee shall give notice to the Chief or Supervisor. Employees shall be paid for jury duty in accordance with Township policy as established on August 11, 2003 as set out August 21, 2003.

ARTICLE 23 MILITARY LEAVE

Unpaid military leave of absence will be granted to employees who are absent from work because of service in accordance with applicable Federal and State law (USERRA, 38 U.S.C. 4301, et seq., O.R.C. Title 59 §§5903, et seq., 5923.05). Employees may use any available paid time off during a military leave. Employees shall be entitled to all such statutory benefits, whether by state or federal law.

ARTICLE 24 LINE OF DUTY INJURY LEAVE

If a member of the Police Department suffers a serious injury as a result of performing his/her duties within the scope of his/her regular employment, such Employee shall be placed on paid Line of Duty Injury Leave, per the following provisions.

The term "serious injury" shall include physical injury, disease, gunshot wound, stabbing or other acts of physical violence by a third party which cause personal physical damage resulting in extended hospitalization and/or recuperative periods. Serious injury also includes communicable diseases contracted by Employee, if the employee can prove that such disease was contracted as a result of the performance of his/her duties as defined in this section.

A full-time Employee who suffers a serious injury as a result of performing his/her duties within the scope of his/her regular employment shall be compensated during the duration of such disability. Such compensation shall be paid whether or not the member of the Police Department has accumulated sick leave, and shall not be deducted from sick leave. At the expiration of the six (6) month period identified in this section, the Police Commissioner may, at his or her discretion, extend this period for up to ninety (90) days.

An Employee, who suffers a serious injury as a result of performing his /her duties within the scope of his /her regular employment, shall be paid his/her regular compensation during the duration of such disability not to exceed 1040 paid hours. Such may be extended by the Police Commissioner per the above.

Any Employee who obtains a paid leave under this Section shall file for Workers' Compensation and sign a waiver, assigning to the Township those sums of money (e.g. temporary total disability benefits) he or she would ordinarily receive as his/her weekly compensation as determined by law for those number of weeks he/she received benefits under this Section.

A certificate of the attending physician or surgeon certifying to the service-related disability and the cause thereof shall be filed with the Police Chief or his designee before the last day of each month (or more often at the request of the Police Chief) for which disability continues.

As a condition of receiving line of duty injury leave, an Employee shall submit to a medical examination by a medical professional chosen by the Township if the Township so requires. The Township may also require the Employee to submit to medical examination(s) to clear the Employee to return to work. The Township will pay for the aforementioned medical examinations

ARTICLE 25 BEREAVEMENT

In the event the officer has a death in his/her immediate family, up to three (3) days may be used for bereavement. Those days will not be counted as sick days.

Death of an immediate family member to include spouse, father, mother, sister, brother, mother-in-law, father-in-law, grandchildren, step-child or other blood relative for whom an employee may have custodial responsibility.

In the case of a Family member not mentioned above, one day of leave with pay **may** be granted to attend the funeral of the deceased without loss of any accumulated benefits, **subject to the Chief's discretion-**

ARTICLE 26 WAGES

Section 1. All Bargaining Unit employees shall be paid in accordance with the scale provided herein. As used below, "years of service" means full-time service with the Medina Township Police Department.

Officers shall progress along the scale on their anniversary date at the rate set for that time.

| <u>Years of Service</u> | <u>January 1, 2016</u> | <u>January 1, 2017</u> | <u>January 1, 2018</u> |
|-----------------------------|------------------------|------------------------|------------------------|
| Start | \$18.04 | \$18.76 | \$18.95 |
| 1 st Anniversary | \$19.72 | \$20.51 | \$20.71 |
| 2 nd Anniversary | \$21.53 | \$22.39 | \$22.62 |
| 3 rd Anniversary | \$23.04 | \$23.96 | \$24.20 |
| 4 th Anniversary | \$25.04 | \$26.04 | \$26.30 |

The Township shall have two steps for Sergeants. Step 1 will be a Sergeant that is appointed by the Board of Trustees that meets the minimum requirements for the position of Sergeant. Step 2 will be a Sergeant that has met the requirements of Step one plus one of the following certifications, PELC or CLEE.

| | | | |
|--------|---------|---------|---------|
| Step 1 | \$27.26 | \$28.35 | \$28.63 |
| Step 2 | \$29.83 | \$31.02 | \$31.33 |

Wages shall be the wage structure effective on 1-1-2016 and will be in effect until 12-31-2018.

Section 2. In the event a new officer is hired he/she will be assigned an FTO that holds the rank of patrolman. For an officer to qualify for an FTO they must have a minimum of 5 years of full time experience with the Medina Township Police Department. The Chief of Police has sole right to determine the selection of an FTO. The FTO will be compensated at a rate of \$1.00 per hour during the time of the FTO program. In some cases more than one FTO may be utilized but at no time will more than one FTO be paid for the same trainee.

**ARTICLE 27
LONGEVITY**

Section 1: Beginning on each bargaining unit member's sixth (6th) anniversary of full-time employment with the Medina Township Police Department, while actively employed full time by the Medina Township Police Department, the bargaining unit member shall be entitled to receive longevity pay as set forth in the table below.

| | | |
|-------|-----------|-----------|
| Six | (6) years | \$ 550.00 |
| Seven | (7) years | \$ 650.00 |
| Eight | (8) years | \$ 750.00 |
| Nine | (9) years | \$ 850.00 |

| | | |
|----------|------------|-------------|
| Ten | (10) years | \$ 950.00 |
| Eleven | (11) years | \$ 1,050.00 |
| Twelve | (12) years | \$ 1,150.00 |
| Thirteen | (13) years | \$ 1,250.00 |
| Fourteen | (14) years | \$ 1,350.00 |
| Fifteen | (15) years | \$ 1,500.00 |

Longevity payment is capped at fifteen hundred dollars (\$1,500.00) for fifteen (15) or more years of full time employment.

Section 2: Longevity pay pursuant to this section shall be paid at the time of the first regular pay after the officer's full time anniversary date.

ARTICLE 28 INSURANCE

Section 1. Medical and Hospitalization Insurance.

Employer shall provide each bargaining unit member and his/her family medical, hospitalization and prescription drug insurance coverage's. The employer shall establish and enter into an agreement with an agency providing a Health Savings Plan. Employer certifies that this plan meets the requirements of a Qualified High Deductible Health Plan (QHDHP) and meets the Internal Revenue Tax Code requirements for the conditions stated herein.

Each full-time member of the bargaining unit, who does not opt out, will have established for him or her a Health Savings Account (HSA) at an institution that is authorized to provide this service. Administrative costs associated with this account shall be borne by the employee.

The Employer shall make an annual payment to each employee's HSA, tax free, in accordance with the following schedule:

\$3,000.00 for each employee who elects individual coverage;

\$6,000.00 for each employee who elects family coverage.

These amounts shall be paid into each employee's account by January 15th of each year.

The participating employee shall pay 16% of the premium cost of the HDHP. Such contribution shall be made on a bi-weekly basis.

Section 2: New Hires: Employees hired on a full time basis after the annual funding date shall receive a pro-rated amount, for each month the Employee is on the Plan, based upon the current Employer contributions of \$3,000 single/\$6,000 family. .

Section 3: The Township shall provide single and/or family benefits and coverage for dental insurance. Such plan shall be generally considered standard and the member shall pay sixteen percent (16%) of the premium. Such contribution shall be made on a bi-weekly basis. If a bargaining member opts-out of coverage, dental coverage will not be provided under the plan.

Section 4: The Township shall offer disability coverage to each Member. The total cost of the coverage will be paid for by the employee.

Section 5: The Township shall provide term life insurance entirely funded by the Township in the amount of \$30,000.00. The bargaining unit member may purchase, at the employee's expense, an additional \$30,000.00 of term life insurance at the same rate.

Section 6: Opt Out Election – Employees Opting-Out of Major Medical-Hospital-RX coverage are not eligible for Dental or Vision insurance coverage through the Employer Sponsored plan/s.

Medina Township full time employees are eligible for “opt-out” payment in lieu of health insurance in compliance with ORC 505.603(a) and meeting the requirements of section 125 of the “Internal Revenue Code of 1986,” 100 STAT 2085, 26 U.S.C.A. 125.

Cash payments may not exceed twenty-five percent of the cost of premiums or payments that otherwise would be paid by the board for benefits for the full time employee under an offered policy, contract, or plan.

“Opt-out” payments will be the maximum as outlined in the Internal Revenue Code. Annually, these amounts will be verified by the fiscal officer to insure amounts do not exceed the 25% cap.

No payment in lieu of a benefit shall be made pursuant to this section unless the employee signs a statement affirming that the employee is covered under another health insurance or health care policy, contract, or plan, and setting forth the name of the employee, if any, that sponsors the coverage, the name of the carrier that provides the coverage, and an identification number of the applicable policy, contract or plan.

Employees Opting-Out of Major Medical-Hospital-RX coverage are not eligible for Employer funding of High Deductible Health Plan – Health Savings Accounts. If an Employee re-enters or enters the plan due to a **Qualified Event**, the employee shall receive a pro-rated amount for each month the Employee is on the Plan. The employee will only be eligible for the pro-rated amount based on the annual funding amount (\$3,000 Single, \$6,000 Family). No contributions will be made retroactively.

**ARTICLE 29
EDUCATION PAY**

Section 1: An employee who holds a degree from an accredited university or college shall be paid the following premium, for highest degree held, added to that employee's regular hourly wage.

| | |
|-------------------|-------------|
| Associates Degree | \$1.00/hr . |
| Bachelors Degree | \$1.50/hr. |
| Masters Degree | \$2.00/hr. |

Medina Township values highly trained officers. In order to provide educational opportunities, the following tuition reimbursement will be paid.

- A) In order to be eligible for the College Tuition Program, the Officers must be employed by Medina Township as a full time Police Officer for a minimum of **four (4) years**.
- B) Only Ohio accredited degree granting college or universities will be considered for this program.
- C) Only degrees that will lead to a criminal justice degree or related degree as approved by the Chief of Police will be eligible for the program.
- D) Any Officer who wishes to apply for this program must fill out an application and a growth plan in advance of any registration prior to signing for the class or classes. (Form) **The Township shall advise the employee if the course qualifies within thirty (30) days of submitting the application.** The Township may restrict the number of officers included in the College Tuition Program due to economic conditions.
- E) Only the basic tuition will be reimbursed, no service fees, lab fees, parking fees, or general service fees will be paid.
- F) The rate of a State University (Akron, Kent, and Cleveland State) will be used in determining the maximum basic tuition.
- G) The tuition will be reimbursed based on grades from the school transcript.
 - A – 100% GPA of 3.7 or higher
 - B – 80% GPA of 2.7 to 3.6
 - C - 40% GPA of 2.0 to 2.6 (for undergrad only)
 - C or below – 0% (for graduate classes)
- H) **Employee Commitment:**

If the Township invests in officer college education, the Township will require an employment commitment. If the Employee who benefited from this program does not fulfill his/her employment obligation, they shall owe the Township for the entire tuition cost that was paid by the Township.

The Employee Commitment is based on **16 credits at the undergraduate level and 12 credit hours at the graduate level.**

For each **16 credit hours at the undergraduate level or 12 hours at the graduate level** credit hours completed, the officer may submit for reimbursement, the cost of the basic tuition as outlined. In order to receive reimbursement for credit hours paid for by the Township, the employee shall commit two (2) years of service at the undergraduate level or three (3) years at the graduate level.

- I) Should the employee leave his/her position from Medina Township by resignation or termination prior to the commitment period, the entire tuition will not be paid.
- J) Should the Township Police Department be disbanded the officer who has completed the program but has not met the commitment period due to the disbandment of the department shall be reimbursed for his/her tuition.
- K) The Employee shall take all classes for this program on his/her own time and will not be paid any wages for this program. All hours referred to in this plan are semester hours.

ARTICLE 30 UNIFORM ALLOWANCE

Section 1: Each bargaining unit employee shall receive a maximum uniform allowance of one-thousand five hundred (\$1,500) dollars per calendar year.

Section 2: The employee shall purchase required uniforms. They must be the type and quality that is outlined in the Policy and Operations Manual of the Medina Township Police Department. The Supervisors are responsible for assuring the professional dress standards are met. Medina Township Police Department will no longer provide any cell phones to police officers who are part-time or are covered in the Collective Bargaining Agreement. Members of the Medina Township Police Department will be furnished with a bulletproof vest (replaced every five years), a duty weapon, and an off duty weapon.

Section 3: The employer shall issue new employees all required uniforms and equipment necessary for the performance of the duties of a Police Officer, in lieu of the first calendar year's uniform allowance. The Chief shall establish a list of the necessary items for new-hire expenditures. The first uniform allowance payable on the following year shall be pro-rated. For example: (Employee hired on July 1st, will receive one-half (1/2) of the annual uniform allowance.

Section 4: Bargaining unit employees who leave the service, during the probationary period for any reason, except for disability or death, shall reimburse the employer for all expenditures incurred by the employee for the initial uniform issue.

Section 5: Uniform allowance shall be paid in a check with the first full paid period in March of each calendar year. The Township may replace any and all equipment or uniforms lost or damaged in the line of duty, at the discretion of the Chief of Police.

**ARTICLE 31
CONFORMITY TO LAW**

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

Section 2: If the enactment of federal or state legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein. In such event, the Employer and OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

**ARTICLE 32
MISCELLANEOUS**

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

Section 2: Medina Township will use direct deposit only.

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

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

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

**ARTICLE 33
DURATION OF AGREEMENT**

Section 1: This Agreement between the parties is effective retroactive to January 1, 2016 and shall remain in full force and effect through 11:59:59 p.m., December 31, 2018, and thereafter from year-to-year unless notice of an intent to terminate, modify or negotiate a successor agreement is served by one party upon the other as provided in Section 4117.14 of the Ohio Revised Code.

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

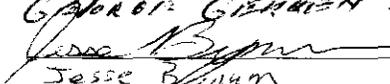
**ARTICLE 34
EXECUTION**

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be duly executed this 9th day of NOVEMBER, 2015.

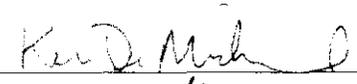
FOR THE UNION:

FOR THE TOWNSHIP:



GEORGE GERMAIN - CPBA


Jesse Byrum



Ken D. Mohr


Will


Ray J. H.