



y 29, 2016

03-22-16
15-MED-10-1050
1295-01
K33368

MADISON TOWNSHIP AGREEMENT
PATROLMEN, DETECTIVES, SERGEANTS
The Ohio Patrolmen's Benevolent Association

JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

Table of Contents

<u>ARTICLE</u>	<u>Page</u>
PREAMBLE	3
Management Rights	3
Recognition	4
Dues Deduction and Agency Shop	4
Non-Discrimination	5
Union Membership and Activity	5
Union Activity-Visitation	5
Employee Rights	6
No Strike	7
Employment	8
Probationary Period	8
Hours of Work	8
Seniority	9
Termination of Employment	10
Insurance and Pension	11
Miscellaneous Benefits	12
Alteration of Agreement Waiver	13
Wages	13
Overtime Pay	14
Longevity	14
Holidays	15
Vacations	15
Leaves of Absence	17

Educational and Other Pays	19
Gender and Plural	20
Obligation to Negotiate	20
Conformity to Law	20
Disciplinary Procedure	21
Grievance Procedure	22
Arbitration Procedure	23
Duration of Agreement	24
Substance Abuse	24
Execution	25

Article 1

Preamble

Table of Contents

This Agreement is hereby entered into by and between the Madison Township Trustees, hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA" or the "Union".

Article 2

Management Rights

Table of Contents

Section 1: Not by way of limitation of the following paragraphs, but to only indicate the type of matter or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline Employee; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the qualifications of Employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its Employees; 5) make any and all rules and regulations; 6) determine the work assignments of its Employees; 7) determine the basis for selection, retention and promotion of Employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; or 14) terminate or eliminate all or any part of its work or facilities.

Section 2: The Employer shall not dissolve the Madison Township Police District for the duration of this agreement.

Section 3: In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operations of its work and business and the direction of its workforce which the Employer had not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

Article 3

Recognition

Table of Contents

Section 1: The Employer recognizes the Union as the sole and exclusive representative for negotiating wages, hours, terms, and other conditions of employment for all regular full-time Patrolmen, Detectives and Sergeants employed by the Madison Township Police Department.

Section 2: The term “patrolman” as used herein, shall exclude all other classifications of police officers, such as those officers who are designated as supervisors, including Chief of Police, Police Captain, Police Lieutenant and Police Sergeant. It shall also exclude all part-time, seasonal and temporary patrolmen.

Section 3: The term “bargaining unit” or “Employee” as used herein, refers collectively to those patrolmen, detectives, and sergeants described in Section 1 of this Article.

Section 4: Nothing in this Agreement shall limit the rights of the Township to promote patrolmen from bargaining unit to existing or future jobs outside the bargaining unit.

Article 4

Dues Deduction and Agency Shop

Table of Contents

Section 1: During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and the regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

Section 2: The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and By-Laws. The Union 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 Union within thirty (30) days from the date of making said deductions.

Section 5: All members of the bargaining unit, as identified in Article 3 of this Agreement, shall either 1) maintain their membership in the Union, 2) become member of the Union, or 3) pay a service fee to the Union in an amount not to exceed the annual dues for membership in the Union, as a condition of employment, all in accordance with Ohio Revised Code, Section 4117.09.

Section 6: 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 Union shall indemnify the Employer for any such liabilities or damage that may arise.

Article 5

Non-Discrimination

Table of Content

Section 1 : Both the Employer and the Union recognize their respective responsibilities under the federal and state civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, or handicap.

Section 2: The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

Article 6

Union Membership and Activity

Table of Content

Section 1: Employees covered by this Agreement may voluntarily enroll or not enroll in the Union as a personal choice.

Section 2: The Employer shall provide the Union with a list of all employees covered by this Agreement indicating the starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new Employees as hired.

Section 3: Upon ratification of this Agreement, copies shall be provided to all members of the bargaining unit and sufficient copies shall be provided for all future members of the bargaining unit and for the use of the Employer. The cost of preparation of such copies of this Agreement shall be borne equally by the Employer and the Union.

Article 7

Union Activity-Visitation

Table of Content

Section 1: It is understood by and between the parties hereto that the primary goal is the uninterrupted operation of the Employer. It is therefore agreed that the accredited business representative of the Union shall be permitted to enter the Madison Township Administrative Offices during working hours for the purpose of meeting with the Employer representative under the Grievance Procedure provided herein. Such representative shall be subject to the regulations applicable to non-employees and to such other reasonable regulations as the Employer may establish, and shall not interfere with the work of any employee or the operation of the Employer. Employees are prohibited from soliciting and/or distributing materials or conducting any other Union business during the working time (excluding break time) of any employees involved.

Section 2: The Employer will provide the Union with a bulletin board located in the locker room hallway of the Police Department. Such bulletin board shall be used only for notices concerning Union meetings and other Union business or Union social, recreational or educational meetings. Notices of a political or controversial nature or notices critical of any individual or institution shall not be posted. Notices to be posted will be delivered to the Police Chief or his designee and shall be posted within twenty-four (24) hours of receipt, provided that the notice complies with the requirements set forth above. If the notice is rejected, the Union representative shall be notified in writing of the reasons for the rejections.

Section 3: The parties recognized that it may be necessary for a representative of the Union to leave normal work assignment while acting in the capacity of representative. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives.

Section 4: Before leaving an assignment pursuant to this Article, the representative must obtain approval from the officer in charge of the shift. Attendance at meetings to process grievances or any other meeting at which the Employer requests a representative shall be without loss of pay for those hours which the representative was scheduled to and would have worked, but for attendance at the meeting.

Section 5: The Union shall within thirty (30) days after the execution of this Agreement provide the Employer with the names of its representatives designated to represent bargaining unit members in the grievance process. The Union shall promptly advise the Employer of any change of designated representatives.

Section 6: The parties recognize that it may be necessary for employees to meet as a group at the Madison Township Administrative Offices. Such meetings will be held only with the approval of the Chief of Police or his designee. Said approval must be obtained at least twenty-four (24) hours in advance of such meeting.

Article 8

Employee Rights

Table of Content

Section 1: An Employee has the right to the presence and advice of a Union representative at all disciplinary interrogations.

Section 2: An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

Section 3: Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer 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 4: 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. Interrogation sessions shall be for reasonable periods of time and time shall be provided for

rest periods and attendance to physical necessities. By mutual agreement, a recording of the proceedings may be made with copies made available to both parties.

Section 5: An employee will be advised of the nature of any investigation of himself 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 6: 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 Union present when reviewing his file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition. An employer representative shall be present during such reviews.

Section 7: With respect to investigations which may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered. If, during the course of an investigation this is determined, the formal written notice will be prepared and delivered to the employee.

Section 8: In the course of an internal affairs investigation, if a polygraph examination is administered; such examination shall not be used in any subsequent court action.

Section 9: Employees involved in a vehicle accident resulting in injury to others may be required to submit to drug testing immediately following the accident.

Article 9

No Strike

Table of Content

Section 1: The Employer and the Union 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 Union to avoid work stoppages and strikes.

Section 2: Neither the Union 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 way in any strike, slowdown, walkout, concerted "sick time", or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer. A breach of this Section shall be grounds for discipline. The Union shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided that the Union meets all of its obligations under this Article.

Section 3: The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause. In the event of a violation of the "no-strike" clause, the Union shall promptly notify all employees in a reasonable manner that the strike, work stoppage, or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the Union. The Union shall advise the employees to return to work immediately.

Section 4: The Employer shall not lock out any employees during the duration of this Agreement.

Article 10

Employment

Table of Content

Section 1: Subject to Civil Service rules and regulations, in seeking new or additional employees, the Employer shall first offer employment to those of its employees who may then be on layoff status in accordance with the seniority provisions of this Agreement. Except for rights to return to the Police Unit as established by Civil Service rules and regulations, an employee who is placed in a position outside this Bargaining Unit shall be compensated and governed by the rules and regulations of non-bargaining employees or the division of their new employment.

Article 11

Probationary Period

Table of Content

Section 1: All newly hired employees will be required to serve a probationary period of one (1) year. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Review Board or Commission.

Section 2: All newly promoted employees will be required to serve a promotional probationary period of six (6) months. During such period, the Employer shall have the sole discretion to demote such employee (s) to his previous position and any such demotion shall not be appealable through any grievance or appeals procedure contained herein or to any Civil Service Review Board or Commission.

Section 3: If any employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of Section 1 above.

Article 12

Hours of Work

Table of Content

Section 1: The normal work week shall consist of forty (40) hours of work performed in five (5) eight hour shifts starting at 6:00 a.m. Monday and ending at 6:00 a.m. the following Monday. A normal shift of work shall be eight (8) hours in length. Work shifts normally start at 6:00 a.m., 2:00 p.m., and 10:00 p.m., with an additional shift from 8:00 p.m. to 4:00 a.m. but start times may be adjusted as needed by the Employer. Scheduling and assignment of work, including areas of work, shift time, overtime, shift rotation, weekend rotation and holiday rotation will be the sole responsibility of the Employer. Nothing contained in this Article of this Agreement shall be construed as a guarantee of hours of work per day or per week for any employee.

Section 2: Work schedule for each month shall be posted seven (7) days in advance. The Employer shall have the right to alter work schedules as operational needs dictate, but will notify affected patrolmen of such changes without undue delay.

Section 3: All employees will be allowed a period of thirty (30) minutes for lunch during a shift with pay subject to the operational needs of the Department. Employees are subject to immediate call during lunch periods.

Section 4: Employee will be permitted two (2) ten (10) minute rest periods during each shift.

Section 5: No rest period shall be taken within one (1) hour of the beginning or end of a shift or within one (1) hour of the beginning or end of an employee's lunch period. One rest period will be taken within the first four (4) hours of the shift and the other rest period will be taken during the last four (4) hours of the shift.

Section 6: The Employer shall have the sole right to determine the need for overtime work.

Section 7: Employees shall record their working hours in a manner determined by the Employer.

Section 8: Employees called in and required to work at a time other than their scheduled hours of work, shall be paid a minimum of three (3) hours or four (4) hours for Court appearances at time and one half (1-1/2) if it is in excess of forty (40) hours worked in a work week. In cases of court appearances, employees shall not be required to remain on duty for the entire four (4) hour period to receive the minimum payment.

Article 13

Seniority

Table of Content

Section 1: Seniority shall be defined as the employee's uninterrupted length of continuous service from the last date of hire as a full-time Police Officer of Madison Township. An employee shall have no seniority during his probationary period, but upon successful completion of his probationary period, seniority shall be retroactive to the last date of hire as a full-time Police Officer.

Section 2: Seniority and years of continuous service for all employees shall be computed on the basis of straight time hours worked or paid, within two thousand eighty (2,080) such hours equal to one (1) year of seniority and continuous service.

Section 3: An employee shall automatically lose all of his seniority and cease to be an employee when he:

- a. Resigns, quits or retires;
- b. Is terminated for just cause;
- c. Exceeds an approved leave of absence, unless reasonable cause satisfactory to the Employer is shown;
- d. Is absent for three (3) consecutive days on which he was scheduled to work without contacting his supervisor, unless reasonable cause satisfactory to the Employer is shown;

- e. Fails to report to work within three (3) working days after being notified by direct personal contact by telephone or certified mail to do so, unless a failure is due to reason beyond his control and proper excuse is shown the employer;
- f. Is laid off for a period of time equal to his bargaining unit seniority at the time of layoff or two (2) years, whichever is less;
- g. Is on a leave of absence for health reasons which extend for a period of time longer than his bargaining unit seniority at the time the leave commences, or one (1) year whichever is less.

Section 4: When the employer determines a reduction in the working force is necessary, it shall first discontinue the use of probationary and temporary patrolmen. If further reductions are required, employees shall be removed in the inverse order of seniority. Employees will be provided not less than fourteen (14) calendar days' notice of layoff, either hand delivered or sent certified mail to the last known address.

In all such cases, the employees who are retained must have the skill, ability, and qualifications to immediately perform all of the work required satisfactorily and efficiently and shall be required to work as scheduled and assigned by the Employer, so that the Employer staffing patterns and needs as determined by the Employer shall be fully met.

Should it become necessary in the course of a reduction in force for full-time employees to be reduced to part-time status, such reductions will be made in the inverse order of seniority.

Recalls from layoffs shall be made in the inverse order of layoff; that is, the last employee laid off shall be the first employee recalled, provided that the recalls from layoff shall be subject to the criteria for layoff set forth above.

Section 5: The Employer shall post and provide to the Union a copy of a seniority list and unless the employee makes objections thereto, in writing, to his supervisor within five (5) working days after the list is posted, he shall be bound by the information on the list and he shall not thereafter be permitted to question his seniority as listed thereon. The Employer shall revise such list annually showing seniority as of December 31st.

Article 14

Termination of Employment

Table of Content

Section 1: Any employee who resigns shall give the Employer two (2) weeks written notice addressed to the Chief of Police.

Section 2: In case of such resignation, the Employer may, at its option, give a full-time employee pay equal to the length of his notice in lieu of working out his notice ending the employee's employment as of the date of receipt of such notice or it may end such employment at any time during the notice period, provided that the employee is paid for the remaining part of the notice period.

Section 3: In case of resignation or retirement, there may be an exit interview with the Chief of Police or his designee.

Article 15

Insurance and Pension

Table of Content

Section 1: For the term of this Agreement, the Employer agrees to pay the amount required by the Pension Board for all eligible employees in the Public Employee Retirement System Plan.

Section 2: For the term of this Agreement, the Employer shall maintain in full force and effect for all the full-time eligible employees the Employer's Insurance plan on the following basis:

For the year 2016, the Employer shall offer current hospitalization, medical, prescription, vision and dental insurance to all eligible employees covered by this Agreement. Employees monthly premium cost share shall not exceed twelve percent in 2016, (12% 2016) of the collective premiums of such insurance coverage. If premiums are individual rated, they will be averaged upon commencement of policy year to determine premium cost of the respective level of coverage including single, or family based on plans offered by the insurance provider.

Section 3: In the event the employee is eligible to be covered under the same policy of another employee of the Township, the employee shall elect to be covered by one of the following health plans: 1) a single plan under this Agreement; or 2) a family plan available to the other employee of this Township. In no event shall an employee be eligible for health insurance coverage under more than one family plan offered by the Township to any of its employees. Cost for such insurance coverage in the case of a family plan covering more than one employee of the Township shall be determined in accordance with the employee named as the policy holder of the family plan. A Family plan may include the employee and other eligible member(s) of the employee's family as offered by the insurance provider. In the calendar year 2016 total deductible shall not exceed \$1,300.00. The township will continue to provide HRA cards to members during the 2016 calendar year.

Section 4: Effective January 1, 2017, employees shall be provided hospitalization in the same manner as provided under the township wide insurance program including plan design and cost sharing.

Section 5: The Employer shall have the right to select and/or change the carrier of any health insurance benefit provided for in this Article, or may elect to self-insure any such benefit.

The major components of the plan including hospitalization, medical prescription, vision and dental insurance shall continue to be provided.

Reasonable plan design changes including but not limited to office visit charges, prescription co-pays, number of visits, out of network and/or emergency room charges may be made in an effort to reduce or maintain cost. The Employer agrees that they or representatives on their behalf will meet and confer with the Union prior to implementation of plan design changes.

Effective January 1, 2017, the Township will no longer provide Coverage for an employee's spouse who is employed by another employer that provides healthcare benefits. An employee's spouse may be required to obtain certification from their employer if healthcare is not provided.

Article 16

Miscellaneous Benefits

Table of Content

Section 1: Newly employed employees will be granted a uniform allowance to a maximum of One Thousand, One Hundred and Twenty-five Dollars (\$1,125.00) during the first year of employment.

Thereafter, each employee will be granted a uniform allowance to a maximum of One Thousand dollars (\$1,000.00) per year. The said uniform allowance may be used to purchase, repair or replace uniform apparel or equipment used by the Department as authorized by the Chief of Police. Any unused uniform allowance will be carried to the next contract year not to exceed a maximum of one thousand four hundred and fifty dollars (\$1,450.00)

The Detective division will be allotted an additional Twenty-Five Dollars (\$25.00) per month to the current clothing allowance. The current practice of requesting reimbursement for articles purchased at stores where the Employer does not have an account shall be maintained.

Articles purchased with the uniform allowance shall become the property of the employee, excluding employees who are terminated, or resign pending disciplinary charges, after 2 calendar years from the date of purchase. Purchase of firearms using clothing allowance must be approved by the Chief of Police. All Class III fire arms will remain property of the police department.

Section 2: Employees shall be eligible to attend seminars, or other training programs determined by the Employer to be of benefit to the Employer and to the professional development of the employees involved. Attendance at such programs shall be solely at the Employer's option and, if required, shall be without loss of pay and at the Employer's expense.

Section 3: The Employer shall provide a minimum of 3A bulletproof vests to all full-time employees, at the Employer's expense. Newly hired full-time employees shall either be provided with such vest upon completion of the probationary period or reimbursed at such time if one is purchased through the Township. Vests shall be replaced and will continue to be replaced in five (5) year intervals or as required by manufacture's requirements thereafter. The employee shall have the option to receive either the wrap around or non-wrap around type vest.

Section 4: Jury Duty. Officers subpoenaed for jury duty shall receive their normal rate of pay when required to appear on their regularly scheduled day of work. Any reimbursement received by an officer from the court who appears on their regularly scheduled day of work shall be turned over to the department.

Article 17

Alteration of Agreement Waiver

Table of Content

Section 1: No agreement alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Employer and no amendment or revision of any of the terms or conditions contained herein shall be binding upon the parties hereto unless executed in writing by the parties hereto. However, any interpretation or application of any provision of this Agreement agreed upon between the Employer and the Union in writing shall be binding upon all employees covered by this Agreement. The waiver or any breach of condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

Article 18

Wages

Table of Content

Section 1: Effective retro active to January 1, 2016, for employees employed on January 26, 2016, employees shall be paid an hourly wage in accordance with the following schedules:

<u>1/1/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>
Patrol	Patrol	Patrol
Step 1 – 21.15	Step 1 – 21.68	Step 1 – 22.11
Step 2 – 25.01	Step 2 – 25.64	Step 2 – 26.15
Step 3 – 26.28	Step 3 - 26.94	Step 3 - 27.48
Step 4 - 29.05	Step 4 - 29.78	Step 4 - 30.38
Step 5 - 30.67	Step 5 - 31.44	Step 5 - 32.07
Sergeants	Sergeants	Sergeants
Step 1 – 28.77	Step 1 – 29.49	Step 1 – 30.08
Step 2 – 29.29	Step 2 – 30.02	Step 2 – 30.62
Step 3 – 30.83	Step 3 – 31.60	Step 3 – 32.23
Step 4 – 34.34	Step 4 – 35.20	Step 4 – 35.90

Section 2: Employees shall advance to the next step of the respective scale on their anniversary date of hire.

Section 3: New employees shall start at Step 1 and move to the next succeeding higher step on their anniversary date of hire.

Section 4: Employees assigned or promoted to a higher classification (job title) shall be assigned and compensated at the step which provides an increase and advance yearly from the date of assignment or promotion.

Section 5: The assignment of the position of Detective is at the sole discretion of the Employer.

Section 6: Field Training Officers will receive 2 hours of comp time for every 8 hour shift worked training new officers.

Article 19

Overtime Pay

Table of Content

Section 1: Employees shall be paid one and one-half (1 ½) times their regular straight time rate for all hours authorized by the Employer which are worked or in the active pay status, in excess of eighty (80) hours in any two (2) work week period. There shall be no pyramiding of overtime pay.

Section 2: Employees who have earned overtime may credit such overtime to compensatory time off at one and one-half (1 ½) times of their base hourly rate of pay up to a maximum of One Hundred Twenty (120) hours or more with Police Chief's approval.

Section 3: An employee may request compensatory time off at any time with the approval of their department head. Compensatory time off shall be scheduled in a manner to meet the efficient operation and shall not be scheduled in a manner that creates pyramiding of time off.

Section 4: Probationary Employees may accumulate a maximum of forty (40) hours of compensatory time off.

Article 20

Longevity

Table of Content

Section 1: All employees shall receive longevity payments after the completion of the required length of continued full-time seniority with Madison Township by November first (1st) of each year, pursuant to the following schedule.

After 5 years	\$ 1,000.00 per year
After 10 years	\$ 1,300.00 per year
After 15 years	\$ 1,600.00 per year
After 20 years	\$ 1,900.00 per year
After 25 years	\$ 2,200.00 per year

Section 2: Eligible employees employed on November 1st shall receive longevity payments as set forth herein on the first payday in November of each year by separate check.

Article 21

Holidays

Table of Content

Section 1: Full-time employee who have completed their six (6) months employment shall be entitled to the following holidays: New Year’s Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day in addition, each fill-time employee shall be entitled to two (2) personal days and four (4) hours on the day of the general election held in November of each year.

Section 2: To be entitled to holiday pay, en employee must be on active pay status, namely, not on leave of absence or shall mutually agree upon the day to be taken off which shall be subject to the needs of the Employer, as determined by the Employer. A full-time employee who does not work on a holiday will receive eight (8) hours straight time pay at his regular rate or a day off with pay when approved by the Employer as provided in this section.

Section 3: If an employee who has been scheduled to work on a holiday fails to report for work, he shall be ineligible for holiday pay and shall be subject to disciplinary action unless his absence is excused or authorized by his immediate supervisor.

Section 4: An employee shall give the Employer at least three (3) days notice of the date selected as a personal day. The employee and the Employer shall mutually agree upon the day to be taken off which shall be subject to the needs of the Employer.

Section 5: An employee shall notify the Employer by January 10th of each year of the amount of holiday time they intend to take as pay in December of the same year. Employees may take pay for up to 10 holidays.

Section 6: The employee shall receive a separate check on the last pay in November for all unused holiday time.

Article 22

Vacation

Table of Content

Section 1: All full-time employees shall be granted vacations with pay subject to the conditions set forth in this Article, based upon the employee’s uninterrupted length of continuous service from the last date of hire as a full-time Police Officer of Madison Township as defined in Article 13-Seniority, Section 1 of this agreement.

Prior to January 1, 2003, any employee of the Bargaining Unit that, upon employment with Madison Township Police Department, had carried service credit from any other public agency shall continue to earn vacation based on the prior service credit date.

Full-time employees, after service of one (1) year with the Township, shall have earned and will be due from the attainment of the first year of employment, eighty (80) hours of vacation leave with full pay. Thereafter until attaining five (5) years of full time service, such employee shall accrue vacation based on 3.1 hours of vacation for each eighty (80) hours in the active pay status excluding overtime.

Full-time employees who have completed five (5) years of service with the township shall have earned and are entitled to an additional forty (40) hours of vacation leave with full pay. Thereafter until attaining ten (10) years of full time service, such employee shall accrue vacation based on 4.6 hours of vacation for each eighty (80) hours in the active pay status excluding overtime.

Full-time employees who have completed ten (10) years of service with the township shall have earned and are entitled to an additional forty (40) hours of vacation leave with full pay. Thereafter until attaining twenty years (15) of full time service, such employee shall accrue vacation based on 6.2 hours of vacation for each eighty (80) hours in the active pay status excluding overtime.

Full-time employees who have completed fifteen (15) years of service with the township shall have earned and are entitled to an additional forty (40) hours of vacation leave with full pay. Thereafter until attaining twenty years (20) of full time service, such employee shall accrue vacation based on 7.7 hours of vacation for each eighty (80) hours in the active pay status excluding overtime.

Full-time employees who have completed twenty (20) years of service with the township shall have earned and are entitled to an additional forty (40) hours of vacation leave with full pay.

Full-time employees beginning in their twentieth (20) year of service with the Township shall accrue vacation based on 8.0 hours of vacation for each eighty (80) hours in the active pay status excluding overtime.

Full-time employees beginning in their twenty first (21) year of service with the Township shall accrue vacation based on 8.31 hours of vacation for each eighty (80) hours in the active pay status excluding overtime.

Full-time employees beginning in their twenty second (22) year of service with the Township shall accrue vacation based on 8.62 hours of vacation for each eighty (80) hours in the active pay status excluding overtime.

Full-time employees beginning in their twenty third (23) year of service with the Township shall accrue vacation based on 8.93 hours of vacation for each eighty (80) hours in the active pay status excluding overtime.

Full-time employees beginning in their twenty fourth (24) year of service with the Township shall

accrue vacation based on 9.24 hours of vacation for each eighty (80) hours in the active pay status excluding overtime.

Section 2: For purpose of this Article only, leave of absence due to personal illness or injury not to exceed one (1) year in any one calendar year, shall be counted as time worked to the extent of the number of hours which the employee would regularly have been scheduled but for the leave of absence.

Section 3: For purpose of this Article a day of vacation shall consist of eight (8) hours of pay at the employee regular straight time hourly rate determined as of the second pay period, prior to taking of the vacation. Any employee who earns three (3) weeks' vacation may carry-over one (1) weeks' vacation to the next year, which must then be taken that year by the employee or it will be forfeited.

Section 4: Employees shall notify the Employer on or before February 15th of each calendar year of their choice of vacation periods, and any conflict in choice shall be resolved on the basis of seniority insofar as reasonably possible. While the Employer will seek to accommodate employees as to vacation dates, the right to schedule an employee's vacation period is reserved by the Employer in order to insure proper and adequate services. Nothing in this paragraph shall prohibit the parties from agreeing on different vacation dates.

Section 5: If a holiday listed in Article 21 of this Agreement falls within an employee's vacation, he shall receive an additional day's pay during the vacation period, or if prior arrangements are made with the Employer, the employee shall be permitted to take an additional day off with pay at the beginning or end of his vacation or at a later date in lieu of the additional day's pay.

Article 23

Leaves of Absence

Table of Content

Section 1: All employees covered by this Agreement with one (1) year seniority from their last date of employment shall be eligible for such leave with pay for personal illness or injury.

All eligible employees shall earn sick leave with pay at the rate of four and three quarters (4 ¾) hours of sick leave for each eighty (80) hours of in the active pay status. There shall be no provision to allow or provide an employee to transfer sick leave earned with any other political subdivision of the State of Ohio to Madison Township. Unused sick pay may be accumulated without limit.

Sick pay shall be paid at the employee's regular straight time rate of pay for each full day of absence due to illness, injury, or temporary disability due to pregnancy, childbirth or related medical conditions, or exposure to contagious disease which could be communicated to other employees and due to illness, injury or death in the employee's immediate family, up to the employee's total accumulation of sick time leave with pay. The immediate family shall consist of spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, or grandparents. To be eligible for sick leave with pay, the employee must report the nature and anticipated extent of his illness or injury to the Employer at least four (4) hours prior to the commencement of his scheduled shift unless the onset of the illness or the occurrence of the injury makes it impossible for him to do so. Sick leave with pay in excess of three (3) days, shall not

be granted unless satisfactory evidence of the illness or injury is presented to the Employer upon request. In that case of an absence due to illness or injury for which paid sick leave is claimed in excess of three (3) days, the Employer shall have the right to require a doctor's certificate attesting to the illness-or injury as a condition to the payment of sick pay. In all cases of injury or sick leave, the Employer may require the employee to undergo examination at the expense of the Employer by a physician who has received or is eligible for specialty certification in the medical specialty applicable to the illness or injury suffered by the employee to determine his fitness to return to duty.

Any patterned use of abuse of sick leave shall be just and sufficient cause for disciplinary action.

Section 2: All employees who have completed one (1) year continuous service from his last date of employment shall be granted a leave of absence without pay for a period not to exceed twelve (12) months because of illness or injury. Such leave shall count towards Family and Medical Leave entitlements. Sick leave will be granted provided the employee has reported the illness or injury to his immediate supervisor during the first day of absence or as soon thereafter as possible. Sick leave will not be granted unless satisfactory evidence of illness or injury is presented to the Employer upon request as provided in Section 1. An employee on sick leave will be required to keep the Employer up to date on the progress of his illness or injury as circumstances allow. In the event of an absence due to illness or injury for a period of time in excess of three (3) days, the Employer may require the employee to present a medical certificate indicating fitness to return to duty satisfactory to the Employer. In all cases of leaves of absence without pay because of illness or injury, the Employer may require the employee to undergo examination by a physician who has received or is eligible for specialty certification in the medical specialty applicable to the illness or injury suffered by the employee to determine his fitness to return to duty.

Section 3: Leaves of absence may be granted in other cases for good cause shown for a period not to exceed one (1) year, provided the employee has two (2) years seniority and makes request therefore at least fourteen (14) days in advance of the commencement of such leave. Such leave will be granted only at the option and convenience of the Employer.

Section 4: No employee granted a leave of absence shall use such leaves for any reason other than that specified at the time the leave is granted by the Employer.

Section 5: All leaves of absence and any extensions thereof shall be without pay and other economic benefits, and must be applied for and granted in writing. An employee's seniority will be frozen during a leave of absence, and will not accrue during such leave of absence for the purpose under this Agreement. The Employer may permanently fill an employee's position after the expiration of fourteen (14) calendar days of leave if the needs of the Employer require it to do so. The Employer may require an employee returning from a leave of absence to undergo examination by a physician of its choice, at the Employer's expense, to determine his fitness to return to work. There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence.

Section 6: Employees who misrepresent facts to obtain a leave of absence or secure a leave of absence on the basis of such misrepresentation may be dismissed by the Employer. Failure of an employee to report for employment at the expiration of his leave or to secure an extension of his leave shall result in the termination of his employment by the Employer.

Section 7: In cases uncontested by the Township, consistent with the Township's BWC policy and transitional work policy for workers' compensation injuries, where an employee has been injured on duty while actually working for the Employer, which renders the employee unable to return to work as determined by a licensed physician and where proof is submitted that an application for temporary total Workers' compensation benefits has been filed with the Industrial Commission of Ohio the Employer shall pay the employee's regular wages. Said benefits are granted and paid or the application denied up to a maximum of one hundred twenty (120) calendar days. When said benefits are paid, the employee shall reimburse the Employer for wages received during that period from the payroll deductions or accumulated leave credit deduction (eg. Sick leave, vacation leave benefits received, subsequent, etc.) Should wages be paid by the Employer to the employee in accordance with this section for an injury that is subsequently found to be non-compensable injury, or the application is otherwise denied, such wages paid shall be repaid and reimbursed by the employee to the Employer from the employee's accumulated leave credits (e.g. Sick leave, vacation leave, etc.) or by future payroll deductions.

Employees shall participate in the Transitional Work program as established by Township policy.

Section 8: Upon the retirement of a full-time employee who has not less than ten (10) years of continuous service with the Employer and who is immediately eligible for pension payments, such employee shall be entitled to receive a cash payment equal to one fourth (1/4) of their accumulated but unused hours of sick leave earned by the employee as certified by the Finance Director, provided that such resulting number does not exceed sixty (60) days. The rate will be that in effect at the time of retirement and payment shall eliminate all sick leave credit accrued by the employee.

Article 24

Educational and Other Pays

Table of Content

Section 1: Effective April 1, 1996, an employee who has received a Training Certificate attesting to the satisfactory completion of all law enforcement courses towards an Associate Degree shall receive additional pay in the amount of Three Hundred and Fifty Dollars (\$350.00) annually, payable on the first payday in April of each year by separate check.

Section 2: Effective April 1, 1996, any employee who has received an Associate Degree from an accredited university or college, shall receive additional pay in the amount of Six Hundred Dollars (\$600.00) annually, payable on the first payday in April of each year by separate check.

Section 3: Effective April 1, 1996, any employee who has received a Bachelor's Degree from an accredited university of college, shall receive additional pay in the amount of One Thousand One Hundred Dollars (\$1,100.00) annually, payable on the first payday in April of each year by separate check.

Section 4: Effective January 1, 2006, any employee who has received a Master's Degree from an accredited university or college, shall receive additional pay in the amount of One Thousand Three Hundred Dollars (\$1,300.00) annually, payable on the first payday in April of each year by a separate check.

Section 5: In the event an employee terminates his employment with the Employer after receiving the payment provided for in this Article, the employee shall have pro-rate amount of said payment deducted from any severance pay due him.

Article 25

Gender and Plural

Table of Content

Section 1: Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine or feminine shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

Article 26

Obligation to Negotiate

Table of Content

Section 1: The Employer and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2: Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Article 27

Conformity to Law

Table of Content

Section 1: This agreement shall be subject to and subordinated to any applicable present and future state laws, except as permissible and expressly modified as set out herein, and Federal Laws. The invalidity of any provisions of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving portions.

Section 2: If the enactment of legislation, or determination by a court of final and competent jurisdiction (whether in proceedings between the parties or in one not between the parties but controlling by reason of the facts) 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.

Article 28

Disciplinary Procedure

Table of Content

Section 1: Disciplinary action may be imposed upon an employee for just cause and may include any of the following:

1. Cautionary Warning
2. Written Reprimand
3. Suspension
4. Demotion
5. Discharge

Other actions such as reassignment, counseling, rehabilitation program or other conditional requirements may be imposed based on the nature of events.

Normally, the Employer shall follow the tenets of progressive discipline expect for infraction considered serious by the Employer. Progressive disciplinary actions shall not be categorized based on the nature of separate events.

Employees shall receive a copy of disciplinary actions and sign recognizing receipt.

Section 2: In such events where the Employer intends to suspend an employee, a pre-disciplinary hearing shall be offered. The Employer shall give notice of the hearing which included the nature of the charges and level of discipline intended.

The affected employee shall have the right of representation at any such pre-disciplinary hearing.

At such hearing, the Employer shall present the reason for the intended actions and offer an opportunity for the employee to respond.

Section 3: A letter of rebuttal for any cautionary reprimands may be placed in the employee's personnel file, and is not subject to the grievance procedure, except that those incidents may be reviewed, if they led to a suspension or greater action. Employer shall provide a written receipt of rebuttal.

An employee shall have the right to grieve written reprimands through Step 2 of the Grievance Procedure. Employees who are suspended or discharged by the Employer for just cause in accordance with this Article may appeal such discipline through the grievance procedure set out in this Agreement. Such grievances shall be submitted directly to Step 2.

By agreement to process disciplinary appeals through the grievance procedure, Bargaining Unit employees waive any rights of appeals through the Madison Township Civil Service Commission.

Section 4: Records of any verbal or written reprimands will cease to have force and effect or to be considered in future disciplinary measures one (1) year after the effective date of the reprimand, providing there are no intervening reprimands during this period.

Records of any suspensions of three (3) days or less will cease to have force and effect or be considered in future disciplinary measures three (3) years after the effective date of the suspension, providing there are no intervening suspensions during this period.

Records of any suspensions greater than three (3) days will cease to have force and effect or too be considered in future disciplinary measures five (5) years after the effective date of the suspension, providing there are no intervening suspensions during the period.

No provision set out in this Section pertains to probationary employees or to the Employer's right to remove, reduce, or fail an employee in a probationary capacity.

Article 29

Grievance Procedure

Table of Content

Section 1: A grievance shall be defined as an allegation of a breach, miscellaneous interpretation or application of any provision of this Agreement, including disciplinary actions as set out in Article 28, Section 3, except new hire probationary employees, between the Union or a Bargaining Unit employee.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and specifically waives any right of appeals through the Madison Township Civil Service Board.

The establishment of this grievance procedure is not meant and does not alter normal chain of command for operational issues or directives. When a grievance arises, the following procedure shall be observed.

A grievance shall be reduced to writing using the grievance form mutually agreed upon by the Union and the Employer containing the following information:

1. Aggrieved employee's name
2. Date of event leading to the grievance
3. A description of the incident giving rise to the grievance
4. Date grievance was submitted
5. Specified articles or sections of Agreement of alleged violation
6. Desired remedy to resolve the grievance
7. Signature of employee or Union representative in cases of class action or grievance affecting the Union.

Step 1: A grievance shall be reduced to writing and presented to the employee's immediate Supervisor or his designee within five (5) working days after the employee has knowledge or reasonably should

have known of the event(s) on which the grievance is based. The Supervisor or his designee shall either respond in writing or schedule a meeting to discuss the issue within five (5) days of receipt of the grievance. In the event a meeting is scheduled, a response shall be submitted within five (5) working days of conclusion of such meeting.

Step 2: If the grievance is not satisfactorily resolved with the first step response or failure to respond within five (5) work days, the grievance must be advanced by filing with the Chief of Police or his designee. The Chief of Police or his designee shall schedule a meeting to discuss the issue within fifteen (15) working days of receipt of the grievances. A response shall be submitted within fifteen (15) working days of the conclusion of such meeting.

Beginning at Step 2, it is understood and agreed that a Director or a Steward and a representative from OPBA and any other party reasonably necessary to provide the required information may attend a scheduled grievance meeting. In a class action grievance affecting more than one employee, an affected employee shall be named to participate on behalf of the others affected. The Employer reserves the right to designate or provide a representative to attend such scheduled grievance meeting.

Step 3: If the grievance is not satisfactorily resolved with the second step response or failure to respond within five (5) work days, the grievance must be advanced by filing with the Board of Township Trustees or their designee. The Trustees or their designee shall either respond in writing or schedule a meeting to discuss the issue within fifteen (15) working days of receipt of the grievance. In the event a meeting is scheduled, a response shall be submitted within fifteen (15) working days of the conclusion of such meeting.

Article 30

Arbitration Procedure

Table of Content

Section 1: If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar days after receipt of the Step 3 answer, submit the matter to arbitration. Upon written notice of the Union's intent to arbitrate a grievance the parties shall within seven (7) calendar days, jointly request the Federal Mediation and Conciliation Services (FMCS) submit a panel of seven (7) arbitrators, selected from a Sub-regional pool, and the arbitrator shall then be chosen by alternately striking names until the last named arbitrator remains, who will be designated as the arbitrator to hear the case. The fee and expenses of the arbitrator shall be borne by the losing party. Prior to striking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may strike up to one (1) list.

Section 2: In the event a grievance is submitted to arbitration, the arbitrator shall have jurisdiction, power and authority only over disputes arising out of grievances as to the interpretation and/or application of and/or compliance with provisions of this contract including disciplinary actions as set out in Article 12, and in reaching his decision the arbitrator shall have no authority to add to or subtract from or modify in any way, any of the provisions of this contract. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him.

Section 3: All decisions of arbitrators consistent with Article 11, Section 1, and all pre-arbitration grievance settlements reached by the Union and the Employer shall be final, conclusive, and binding on the Employer, the Union, and the employees.

Section 4: A policy grievance which affects a substantial number of employees may be initially presented by the Union at Step 2 of the grievance. The parties agree to designate an affected employee who will participate on behalf of the group.

Section 5: Time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the Employer and the Union, be binding and any grievance not timely, or timely processed thereafter by the Union shall be considered withdrawn or settled based on last step response and shall not be arbitrable. The Union reserves the right to withdraw a grievance at any time.

Section 6: All grievances for which no timely answer is submitted by the Employer shall automatically be advanced to the next step.

Section 7: In computing the time for presenting, answering, or appealing a grievance, Saturdays, Sundays, and holidays shall not be counted as workdays.

Section 8: The aggrieved employee, a Union representative and reasonably necessary witness (es) shall not lose any regular straight-time pay for time off the job while attending scheduled grievance meetings.

Article 31

Duration of Agreement

Table of Content

Section 1: This Agreement shall be and remain in full force and effect from the date of its execution until December 31, 2018, inclusive and thereafter from year to year, provided that this Agreement will terminate at the expiration of the initial term or renewal term if either party gives written notice to the other of its desire to change or modify this Agreement at least sixty (60) days before any such expiration date. Should such notice be given, this Agreement shall remain in full force and effect after such expiration date until a new Agreement has been negotiated and signed or until either party gives the other seven (7) days written notice of termination.

Section 2: The parties agree that the December 31, 2018 expiration date shall not prohibit the Ohio Patrolmen's Benevolent Association from receiving any retro-active wage or economic increases from a conciliator pursuant to O.R.C. Section 4117.14 (g) (11).

Article 32

Substance Abuse

Table of Content

Section 1: Newly hired officers will be required to submit to a drug test as a condition of employment.

Section 2: Test results will be delivered to and kept confidential by the Madison Township Chief of Police.

Section 3: All officers of the Department shall be subject to the Townships Policy addressing Substance Abuse/Drug and Alcohol Testing.

Article 33

Execution

Table of Content

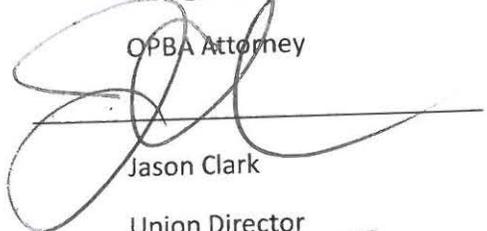
Section 1: IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 29 th Day of January 2016.

For the Union:

By: 

George E. Gerken, ESQ.

OPBA Attorney



Jason Clark

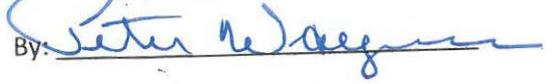
Union Director



Ryan Shannon

Assistant Director

For the Employer:

By: 

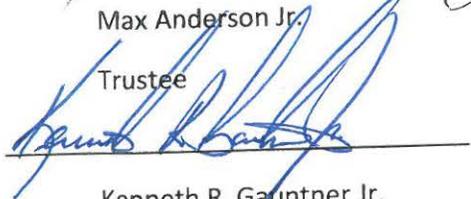
Peter V. Wayman

Trustee



Max Anderson Jr.

Trustee



Kenneth R. Gauntner Jr.

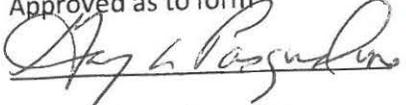
Trustee



Matthew Byers

Police Chief

Approved as to form



Gary L. Pasqualone, Esq.

Township Solicitor