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**NEGOTIATED AGREEMENT**  
**BETWEEN**  
**CHESTER TOWNSHIP**  
**AND THE**  
**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

**SERB CASE NOS.**  
**2015-MED-10-1051 (PATROL)**  
**2015-MED-10-1052 (SERGEANT)**

**EFFECTIVE: UPON RATIFICATION**

**EXPIRES: DECEMBER 31, 2018**

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## PREAMBLE/PURPOSE

**Section 1. Parties.** This Agreement is made between Chester Township, hereafter referred to as the Employer, and the Ohio Patrolmen's Benevolent Association, hereafter referred to as the Union. The male pronoun or adjective used herein refers to the female also, unless otherwise indicated. The term employee or employees where used herein refers to employees in the bargaining unit.

**Section 2. Purpose.** In an effort to promote harmonious and cooperative relationships with the employees and to ensure its orderly and uninterrupted efficient operations, the Employer and the Union now desire to enter into an Agreement reached through collective bargaining, which will have for its purposes, among others, the following:

- A. To recognize the legitimate interest of the employees of the Employer to participate through collective bargaining, in the determination of the terms and conditions of their employment.
- B. To promote fair and reasonable working conditions.
- C. To promote individual efficiency and service to Chester Township.
- D. To avoid interruption or interference with the efficient operation of the Employer's business.
- E. To provide a basis for the adjustment of matters of mutual interest and the resolution of differences by means of amicable discussion.

## ARTICLE 1 RECOGNITION

**Section 1.** The Ohio Patrolmen's Benevolent Association is recognized as the sole and exclusive representative of the full-time Sergeants and Patrol Officers of Chester Township.

**Section 2.** Excluded are the Chief and all other employees of Chester Township.

**Section 3.** If substantial changes occur in the job requirements of bargaining unit members, the Employer shall notify the Union at least sixty (60) days prior to the effective date of such change.

## ARTICLE 2 NON-DISCRIMINATION

**Section 1.** The Employer and the Union agree not to unlawfully discriminate against any employee in the administration of this Agreement on the basis of race, color, creed, national origin, sex, age, Union membership or activity, military status, veteran status, genetic information, national ancestry, or disability in accordance with state and federal law.

**Section 2.** The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

**Section 3.** The OPBA agrees not to interfere with the rights of the employees to refrain or resign from membership in the Union and the OPBA shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

### **ARTICLE 3** **MANAGEMENT RIGHTS**

**Section 1.** Except as specifically limited herein, the Employer shall have the exclusive right to manage the operation, control the premises, direct the working forces, and maintain maximum efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off and promote, to promulgate and enforce employment rules and regulations, to reorganize, discontinue, or enlarge any operation or division within the police department; to transfer (including the assignment and allocation of work operations-divisions) within or to other operations-divisions; to determine the work methods and the number and allocation of facilities; to determine the manner in which all work is to be performed; to determine the size and duties of the work force, the number of shifts required, and all work schedules; to establish, modify, consolidate or abolish jobs; and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked; subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

### **ARTICLE 4** **NO STRIKE - NO LOCKOUT**

**Section 1.** Inasmuch as this Agreement provides procedures for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Chester Township.

Therefore, the Union agrees that neither it, its officers, agents, representatives or its members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, work slowdown or any other interruption of operations or services of the Employer by its members.

**Section 2.** When the Employer notifies the Union that any member of the bargaining unit individually or collectively is engaged in any such activity, as outlined above, the Union agrees to immediately disclaim approval and conspicuously post a notice over the signature of an authorized representative of the Union to the effect that a violation is in progress. Such notice shall instruct all employees to return to work immediately and/or cease such action as outlined above. Any employee failing to return to work after notification by the Union as provided herein, or who participates in or promotes such strike activities as previously outlined, shall be subject to disciplinary action on an individual basis, up to and including discharge and only the

question of whether or not he did in fact participate in or promote such action shall be subject to appeal.

**Section 3.** The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union.

## **ARTICLE 5** **UNION REPRESENTATION**

**Section 1.** Employees selected by the Union to act as a Union representative for the purpose of processing grievances under the Grievance Procedure shall be known as "Directors." The Director shall have an alternate who shall act as a Director only when the regular Director is not available.

**Section 2.** The Employer shall recognize one (1) Director and one (1) Alternate and the Union shall submit in writing to the Employer the name of the employees to act as the Director and the Alternate for the purpose of processing grievances as defined in the grievance procedure. The Employer shall be notified in writing of future changes.

**Section 3.** The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized in the Grievance Procedure.

**Section 4.** Members of the bargaining unit may be granted up to sixteen (16) hours per year time off without pay to attend Union functions provided that operating requirements permit such leave. Members may apply eligible vacation and/or holiday time toward such leave.

## **ARTICLE 6** **NOTICE SPACE**

**Section 1.** The Employer agrees to provide notice space for use by the Union.

**Section 2.** All Union notices which appear on the provided space shall be signed, posted and removed by the Director. All notices are limited to A through G only:

- A. Union recreational and social affairs;
- B. Notice of Union meeting;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections; or
- F. Non-political publications, ruling or policies of the Union.

G. Newspaper or magazine articles of interest to members.

**Section 3.** If the above requirements (Section 2) are not adhered to by the Union, the Employer shall remove such material.

## **ARTICLE 7** **SENIORITY**

**Section 1.** For employees hired on or after January 1, 1991, their seniority shall be the employee's uninterrupted length of continuous service with the Chester Township Police Department commencing with the employees last date of full-time hire. An employee shall have no seniority for the initial probationary period provided in this Agreement but, upon completion of the probationary period, seniority shall be retroactive to the date of hire.

**Section 2.** Seniority shall be terminated when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Is laid off for a period of two (2) years or more;
- D. Fails to report to work within fourteen (14) calendar days of receipt of notice of recall from layoff, said notice to be provided by certified mail addressed to the employee's last known address as shown on the Employer's record.
- E. Is absent without report for three (3) scheduled work days, unless the employee can prove acceptable extenuating circumstances.

**Section 3.** Employees hired prior to January 1, 1991, shall not have their hiring date changed and shall continue to receive seniority credit for time granted by the Employer upon hiring.

## **ARTICLE 8** **PROBATIONARY PERIOD**

**Section 1.** All newly hired employees shall be subject to a non-contestable probationary period. The probationary period shall be defined as one (1) year of active duty following the date of hire, which may be extended by the Chief for up to an additional six (6) months. During this probationary period any and all action taken against an employee shall be at the sole discretion of the Chief of Police or his designee.

## **ARTICLE 9** **DUES DEDUCTIONS AND FAIR SHARE FEES**

**Section 1. Deductions.** The Employer agrees to deduct from the wages of bargaining unit member's dues required by the OPBA by payroll deduction. The Employer shall not be

obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

**Section 2. Indemnification.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 3. Termination of Authorized Deductions.** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) revocation of the check-off authorization in accordance with the terms of this Agreement; or (5) resignation by the employee from the Union.

**Section 4. Deduction Errors.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected by the second pay period following notice of such error.

**Section 5. Deduction Authorization.** The rate at which dues are to be deducted shall be certified to the Fiscal Officer of Chester Township, with a copy to the Chief of Police, by the OPBA Executive Director or his designee within ninety (90) days of the Execution of the Agreement. One (1) month advance notice must be given the Fiscal Officer of Chester Township, prior to making changes in an individual's dues deduction.

**Section 6. Deduction Remittance.** Dues and Fair Share Fees shall be remitted by the Employer once each month to the OPBA, P.O. Box 338003, North Royalton, OH 44133.

**Section 7. Fair Share Fee Deduction Procedure.** Upon the completion of the sixty-first (61<sup>st</sup>) day of employment, all employees covered by this Agreement who have not become Union members shall, as a condition of employment, pay a fair share fee rebated for expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining. Fair share fee deductions shall comply with ORC 4117.09. All disputes concerning the amount of fair share fees shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure, and the Union warrants to the Employer that it has a fair share fee notice and internal rebate procedure that complies with both federal and state law.

## **ARTICLE 10** **HOURS OF WORK**

**Section 1. 7 Day Work Periods.** The normal working period for employees assigned to work a seven (7) day, one hundred sixty-eight (168) hour work period and covered by this agreement

will be forty (40) hours in a one (1) week period. Scheduling of employees within such one (1) week period is a management right.

**Section 2. 28 Day Work Periods.** The normal working period for employees assigned to work an alternative shift shall be a twenty-eight (28) day work cycle during which time employees shall be scheduled in increments of twelve (12) hour shifts. Scheduling of employees within such twenty-eight (28) day cycle is a management right.

## **ARTICLE 11** **OVERTIME**

### **Section 1. Overtime/Work Hours/Cycle.**

- A. **7-Day Personnel.** Overtime for employees assigned to a seven (7) day work period shall be defined as hours worked over and above the normal forty (40) hours in a one (1) week period and such hours worked shall be compensated at one and one-half (1 1/2) times the regular hourly rate.
- B. **28 Day Personnel.** Overtime for employees assigned to a twenty-eight (28) day work period shall be defined as hours worked over and above one hundred sixty-eight (168) hours in one twenty-eight (28) day period and such hours worked shall be compensated at one and one-half (1 1/2) times the regular hourly rate.

**Section 2. Hours of Worked Defined.** For the purpose of overtime computation, except for vacation, holidays and compensatory time, only hours worked shall be considered. All other hours paid, but not worked for any other reason shall be excluded from the computation of overtime.

**Section 3. Court Time.** Employees appearing in Court on behalf of the Employer during non-scheduled work time shall be paid a minimum of four (4) hours at the rate of time and one-half (1.5), provided such time is not contiguous to the beginning or ending of the employee's regularly scheduled shift. Travel time from the employee's home to court and back shall be included and paid. Employees shall not be required to report to the station before going to court on their days off, nor shall they be required to drive a police vehicle. Employees desiring to drive a cruiser may do so and those electing to drive their own vehicle shall not receive a mileage allowance. Employees shall be paid the four (4) hour minimum or the actual time (including travel) spent, whichever is greater. When an "off duty" court appearance requires the employee to be on duty at court through the lunch or dinner hours, the employee shall receive an allowance of five dollars (\$5.00) for each such meal. Court appearance hours shall not be pyramided for overtime purposes nor shall the four (4) hour minimum apply if the court appearance is contiguous to the employee's scheduled shift.

**Section 4. Compensatory Time.** Employees shall have the option of banking overtime, at the rate of one and one-half (1.5) hours for each overtime hour worked. However, the maximum number of hours banked shall not exceed ninety-six (96) hours. Employees must elect at the time of occurrence to either bank the hours or receive compensation. Except as

otherwise specifically restricted by this Agreement, the Employer retains all its rights to manage the use and administration of compensatory time under federal law.

**Section 5.** Work hours that cannot be filled by part-time employees shall be offered to employees within the same classification on the basis of seniority.

**ARTICLE 12**  
**HOLIDAYS**

**Section 1. Designated Holidays.** The following days are paid holidays for bargaining unit members:

New Year's Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day

**Section 2. Holiday Accrual and Usage.** Effective January 1 of each year, bargaining unit members will be credited with eight (8) hours of time for each of the above listed holidays, which will be earned during the next twelve (12) months as they actually occur. Holidays may be taken at any time within the calendar year, upon the approval of the Chief of Police or his designee, but shall be forfeited if not scheduled off or converted to compensatory time as provided herein.

**Section 3. Reconciliation of Holiday Time.** Employees who use holidays in advance of the earned date and who then leave the employment of the department shall have those hours of the holiday(s) used in advance deducted from their final paycheck.

**Section 4. Holiday Pay For Work on Holiday.** Bargaining unit members who work the actual holiday may elect to receive their regular rate of pay in addition to time and a half (1 1/2) their regular rate of pay for all hours worked on the holiday, in which case, their holiday bank will be reduced by one (1) holiday. The employee who elects this option must submit a holiday pay request form to the Chief of Police or his designee on or before the holiday.

**Section 5. Compensation for Unused Holidays.** Bargaining unit members who do not use accrued holidays in the calendar year in which they are earned or elect the options outlined in Sections 4 and 5 will be compensated at their regular rate of pay for the unused holiday hours in the second pay period of the next year. Unused holidays (straight time) may be converted to comp time upon the approval of the Chief of Police or his designee, not to exceed the comp time bank cap outlined in Article 11, Section 4.

**Section 6. Personal Day.** Effective January 1 of each year, in addition to the holiday time credited under Section 2, each bargaining unit member shall receive credit for an eight (8) hour personal day.

**ARTICLE 13**  
**VACATIONS**

**Section 1. Vacation Accrual.** All full-time employees of the Employer hired before April 1, 2016, shall be entitled as of January of each year to the following paid vacation provided they have worked at least one thousand forty (1,040) hours in the preceding year and have accrued the required years of service as follows:

<b><u>Length of Service</u></b>	<b><u>Length of Vacation</u></b>
Over one year	One week (40 hours)
Over two but less than five years	Two weeks (80 hours)
Over five but less than ten years	Three weeks (120 hours)
Over ten but less than twenty years	Four weeks (160 hours)
Over twenty years	Five weeks (200 hours)

All full-time employees hired on or after April 1, 2016, shall be eligible to receive vacation benefits as follows:

<b><u>Length of Service</u></b>	<b><u>Length of Vacation</u></b>
Less than one (1) year	0
One (1) year up to eight (8) years	Two weeks (80 hours)
Eight (8) years up to fifteen (15) years	Three weeks (120 hours)
Fifteen (15) years up to twenty-five (25) years	Four weeks (160 hours)
Over twenty-five years	Five weeks (200 hours)

**Section 2. Reconciliation of Vacation Time – Anniversary Date.** Although vacation entitlements may be taken as of the beginning of the calendar year as set forth above, any reimbursement payments for used or unused vacation to which the Township or the officer is entitled, whether due to retirement, resignation, ~~+~~ termination or any other reason, shall be calculated based upon the officer's anniversary date rather than the beginning of the calendar year.

**Section 3. Vacation Time Transfer Between Departments.** An employee who has earned vacation time by reason of being employed in this Department shall be able to transfer his vacation time to another department should he elect such a transfer.

**Section 4. Vacation Accrual for Transfer from Part-Time to Full-Time.** Based on a 2080 hour work year, all transfers from part-time Chester employment to full-time Chester employment shall be credited with the hours actually worked towards vacation accrual.

**Section 5. Payment for Unused Vacation Time.** Any employee who retires or dies and has unused vacation time shall receive such vacation time paid to him or his estate.

**Section 6. Vacation Scheduling.** The dates of vacation shall be determined by seniority and by mutual agreement between the employee and his/her supervisor. Management shall solicit from the bargaining unit by each January 15 a preference list of vacation dates. This list shall be arranged by bargaining unit seniority and each bargaining unit member shall be notified as to which dates are available for his/her choice. The final vacation list shall be posted by February 15 of each year. Employees desiring to take their vacation between January 1 and February 15 of each year shall notify the Chief of Police or his designee in writing at least thirty (30) days in advance of their desired vacation time and with the further provision that the Chief or his designee will act upon said request within seven (7) days of receipt. With reasonable notice, and consistent with operating requirements and with the approval of the Chief or his designee, bargaining unit members shall be allowed to move their vacation times within the year to dates or times not reserved by other members of the bargaining unit.

**Section 7. Minimum Increments for Usage.** Vacation leave may not be taken in less than one-half (1/2) day (four [4] hour) increments and must be pre-approved by the Chief or his designee. Such request shall not be unreasonably denied.

**Section 8. Election of Payment or Carryover for Unused Vacation.** Any employee who fails to use all of the vacation hours to which he/she is entitled shall forfeit such vacation time, except that an employee having more than two (2) weeks of annual vacation accrual may elect to sell back up to eighty (80) hours of vacation time each year. Such election shall be made and submitted by February 28 of the year in which payment is to be made, and the electing employee's balance shall then be adjusted to account for the available balance to be scheduled. Payment shall then be issued in the first full pay period in June of each year.

#### **ARTICLE 14** **DISCIPLINE**

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

**Section 2.** All non-probationary employees who are given a written reprimand, suspended, demoted, or discharged shall be given written notice regarding the reason(s) for the disciplinary action.

**Section 3.** Prior to any discipline being imposed, the non-probationary employee shall be given a meeting to respond to the Chief of Police or his designee.

**Section 4.** In the case of a suspension or a dismissal, a non-probationary employee may immediately file a grievance at Step Two of the Grievance Procedure contained in Article 15 of this Agreement. Such Step Two hearing shall be held within five (5) calendar days of the filing of the grievance and be answered within five (5) calendar days of the hearing.

#### **ARTICLE 15** **GRIEVANCE PROCEDURE**

**Section 1.** It is mutually understood that the prompt presentation, adjustment, and answering of grievances is in the interest of sound relations between the employees and the Employer.

The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. Actions by the Employer or the Union which tend to impair or weaken the Grievance Procedure are improper.

**Section 2. Definition.** A grievance is a dispute or difference between the Employer and the Union or between the Employer and an employee, concerning the interpretation and/or application of and/or compliance with any provision of the Agreement.

**Section 3. Grievance Contents.** All grievances must be reduced to writing and include the following:

- A. Aggrieved Bargaining Unit Member's name and signature.
- B. Aggrieved Bargaining Unit Member's classification.
- C. Date grievance was first discussed with the Supervisor.
- D. Date when grievant first became aware of grievance.
- E. Description of incident giving rise to the grievance.
- F. Articles and sections of Agreement violated.
- G. Remedy sought.

**Section 4. Procedure.** Nothing in this article shall preclude an employee from attempting to resolve a matter prior to the initiation of a formal grievance. When a grievance arises, the following procedure shall be observed:

**Step One:** The Union Director shall present the grievance to the Chief or his designee within five (5) calendar days after the employee learned or should have learned of the event(s) giving rise to the grievance and upon which the grievance is based. Within five (5) calendar days thereafter, the Chief or his designee shall meet with the Union Director and grievant to conduct the grievance hearing. Within five (5) calendar days after the Step One Hearing, the Chief or his designee shall respond in writing to the Union.

**Step Two:** If the grievance is not satisfactorily settled at Step One, it shall be presented in writing to the Trustees or their designee, by the Union, within ten (10) calendar days following receipt of the Step One answer. Thereafter, the Trustees or their designee shall meet with the Director and the grievant, and a representative of the Union at a date and time mutually agreeable to the parties, but in any case, within fifteen (15) calendar days following receipt of the appeal. Thereafter, within fifteen (15) calendar days, the Trustees or their designee shall provide a written answer to the grievance.

**Step Three:** If the grievance is not satisfactorily settled at Step Two, the Union may, within thirty (30) calendar days after receipt of the Step Two answer, submit the issue to arbitration by notifying both the Employer and the Federal Mediation and Conciliation Service, in writing, of its decision to arbitrate. The Union may refer the grievance to Final and Binding Arbitration by submitting a joint request to the FMCS for a list of seven (7) Ohio Resident, National Academy Certified arbitrators within fourteen (14) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be

considered resolved based upon the Step 2 reply or default rejection as applicable. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party shall have the right to reject one (1) panel of arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The expenses of obtaining the initial list shall be equally split between the parties. The party rejecting the list shall bear the cost of obtaining a new list from FMCS. If both parties reject the list, the cost of obtaining a new list will be split equally. The cost and fees of arbitration shall be equally split by the parties.

**Section 5. Arbitrator's Authority.** In the event a grievance is submitted to arbitration, the arbitrator shall have jurisdiction only over disputes as to the interpretation and/or application of and/or the compliance with provisions of this Agreement. In reaching his decision, the arbitrator shall have no authority to add to or subtract from or modify in any way the provisions of this Agreement. In the event of a monetary award, the arbitrator shall limit retroactive settlement to the date the grievance was presented to the Township at Step 1 of the grievance procedure. The arbitrator shall issue a decision within thirty (30) calendar days after the close of the arbitration hearing. The decision of the arbitrator shall be final and binding on the parties, subject to review as provided in the Ohio Revised Code.

**Section 6. Time Limits.** The time limits set forth in the Grievance Procedure may be extended by mutual agreement of the Employer and the Union. Calendar days as used herein shall include Saturdays, Sundays, and Holidays, except that where the deadline for action falls on a non-business day, the timeline shall be extended to the next business day. Grievances not timely processed by the Employer may automatically be appealed by the Union to the next step within the applicable time limitation. Grievances not timely processed by the Union shall be regarded as settled.

**Section 7. Group Grievances.** Where a group of bargaining unit employees desires to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance with the appropriate Union Steward. Each employee to be included in such grievance shall be named in the grievance. Such grievance may be initiated at Step two of the grievance procedure provided the grievance is filed within fifteen (15) days of the occurrence or the action giving rise to the grievance.

**Section 8. Witnesses.** Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall be compensated at their regular hourly rate for all hours during which attendance is required by the Employer. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees adversely affect the normal operations of the department.

## **ARTICLE 16** **MEDICAL/LIFE INSURANCE**

**Section 1. Health Insurance Coverage.** The Employer will continue to provide to eligible

employees the same life, hospitalization and medical insurance programs offered to all non-bargaining unit Township employees including prescription and dental coverages. The Employer shall select appropriate carriers/providers and otherwise determine the method of provision and coverage. The costs and/or terms and conditions of said insurance shall be at the discretion of the Employer and may be subject to change. The Employer will meet with the Union prior to the implementation of a new plan and/or carrier to discuss new plan design. The participating employee may either select single, with spouse, with children, family or other coverage offered under the plan.

**Section 2. Contribution.** Employees shall pay ten (10%) of the appropriate monthly premium including any changes in the premiums as they occur through June 30, 2017. Effective July 1, 2017, employees shall pay eleven and one-half percent (11.5%) of the appropriate monthly premium including any changes in the premiums as they occur. Effective July 1, 2018, employees shall pay thirteen percent (13%) percent of the appropriate monthly premium including any changes in the premiums as they occur.

**Section 3. Opt-Out.** Employees may elect to drop or decline the insurance, excluding life insurance, provided by the Township, provided he or she is covered by his/her spouse's employer provided plan, and provided further, that any such declination would not drop total participation in the employer provided plan below the 60% minimum participation level.

In the event declination by any given employee would reduce the participation the required sixty percent (60%) level, such employee may not exercise his or her otherwise provided right to decline. Any such employee dropping or declining the insurance provided by the Township will be eligible for payment in lieu of coverage at the rate of twenty-five (25%) of the cost of health care premiums or payments, that otherwise would be paid by the Employer for the Employee under the group health care plan, NOT TO exceed one thousand dollars (\$1,000.00) per year. Said payments shall be made semi-annually during the months of January and July of each calendar year and pro rated for partial years or months. In the event any such employee having exercised his or her declination rights loses coverage through his or her spouse's employer, the employee may, within thirty (30) days of any such loss of coverage, apply to enroll in the Chester Township health insurance program, in which case the decision as to whether or not the medical screening and/or pre-existing condition clauses will be applicable will be dependent upon the terms of the existent policy provided by Chester Township. In the event any such employee fails to apply within thirty (30) days, subsequent application will be subject to medical screening and pre-existing condition clauses to the extent permitted by State and/or Federal law.

**Section 4. Health Care Committee.** The Parties agree to form a labor-management health insurance cost containment committee whose function shall be to review alternative health plans or plan designs so as to keep insurance costs in check.

**ARTICLE 17**  
**INJURY LEAVE**

**Section 1.** An employee who is disabled as a result of the performance of duties within the scope of his employment as a full-time employee of the Employer, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, but for a period not to exceed ninety (90) work days from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this section whether or not the employee has accumulated sick leave and same will not be charged against accumulated sick leave. In no event will an employee receive more than his regular compensation while on disability leave.

**Section 2.** Any employee who obtains a paid leave under this Article shall file for Worker's Compensation promptly and sign a waiver assigning to the Employer those sums of money (temporary total disability benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

**Section 3.** A certificate of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Chief or his designee before the last day of the week in which the disability occurred and upon request of the Chief of Police or his designee while the disability continues. An employee receiving disability leave must, as a condition therefore, submit to a physical or physicals by a physician or surgeon chosen by the Employer at any time at the expense of the Employer.

**ARTICLE 18**  
**SICK LEAVE**

**Section 1. Crediting of Sick Leave.** Sick leave credit shall be earned at the rate of 4.60 hours for each eighty (80) hours of service, up to a maximum of one hundred twenty (120) hours per year, up to a total of one thousand eight hundred (1,800) hours. Upon reaching the accumulation of one thousand five hundred (1,500) hours, the employee shall be permitted to accumulate additional sick leave beyond that level, which may be purchased at the end of each year at the rate of twenty-five percent (25%) of the value of such time. Sick leave credit shall be prorated to the hours of completed service in each pay period.

**Section 2. Uses of Sick Leave.** Sick leave shall be granted to an employee who is unable to perform his duties, upon approval of the Chief or his designee for the following reasons:

- A. Illness or injury to the employee or immediate family member that requires his attention. "Immediate family" shall mean the father, mother, sister or brother, wife, husband or children related either by blood or marriage to the employee and who are residing with the employee. Immediate family NOT residing with the employee, sick leave may be used, providing that other accumulated leave has been exhausted.
- B. Medical, dental, or optical examination or treatment of the employee.

C. Pregnancy and/or childbirth of the employee and other conditions related thereto.

**Section 3. Minimum Increments for Usage.** Sick leave shall be charged in minimum units of one-half (1/2) day, unless the employee leaves work early due to illness, in which case no minimum shall apply.

**Section 4. Evidence Required for Sick Leave Usage.** The Chief or his designee may require an employee to furnish a standard written signed statement explaining the nature of the illness or injury to justify the use of sick leave. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action which may include dismissal.

**Section 5. Notification by Employee.** When an employee is unable to work, he shall notify his supervisor or other designated person within at least two (2) hours before the time he is scheduled to report to work on each day of the absence, unless the employee can prove extenuating circumstances. The employee shall advise as to the expected length of his/her absence.

**Section 6. Abuse of Sick Leave.** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Employees who are suspected of sick leave abuse shall be dealt with on an individual basis in accordance with Departmental policy.

**Section 7. Physician Statement.** If medical attention is required, the employee may be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his duties.

**Section 8. Sick Leave Certification and Approval.** The Employer may at its discretion require any employee requesting paid sick leave to furnish substantiated evidence or a statement from their attending physician certifying that absence from work was required due to one of the reasons in Section 19.2 above. In any case, such certification must be presented whenever sick leave is requested for three (3) or more consecutive workdays.

**Section 9. Fitness For Duty Examinations.** The Employer may require the bargaining unit member, at the Employer's expense, to submit to an examination by a physician or other professional designated by the Employer for the purpose of verifying the illness, determining whether the bargaining unit Member is unable to perform his required duties, and determining the expected date of recovery. Additionally, if the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense.

**Section 10. Interactive Dialogue/Disability Separation.** Where the Employer is in receipt of evidence indicating the employee's inability to perform the essential functions of his position or upon receipt of the medical professional's opinion on fitness for duty under Section 9, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable and provided that the physician has concluded the employee unfit for duty or evidence otherwise supports his inability to return, then the employee will be placed on sick leave, FMLA leave as applicable,

unpaid disability leave, or disability separation made. Disability separation shall not be initiated until such time as the employee has exhausted all available paid leave, FML if applicable, and discretionary unpaid leave if granted. Such action is non-disciplinary in nature.

**Section 11. Sick Leave Payment Upon Retirement.** Upon death, retirement and/or resignation from service after twenty (20) or more years of continuous service in the department, or upon death resulting directly from actual physical injuries received in the line of duty, an employee shall be paid the value of one-third (1/3) of his/her accumulated sick leave credit to maximum accumulation of nine hundred sixty (960) hours/a maximum payment of three hundred twenty (320) hours. In the event of death, payment shall be made to employee's designated beneficiary, if any, failing which payment shall be made to his/her estate.

**Section 12. Transfer of Sick Leave.** An employee who transfers from this department to another department of the Township shall be allowed to transfer his accumulated sick leave to the new department. Employees hired by The Chester Township Police Department who have accumulated sick leave from public service with the State of Ohio or any other political subdivision of the state shall not be credited with such accumulated sick leave when hired by the Township.

**Section 13. Bereavement Leave.** In case of death of an employee's or employee's spouse's immediate family (immediate family for bereavement leave purposes is defined as mother, father, sister, brother, grandparent, grandchild, wife, husband, or child of the employee by blood or marriage), the employee shall be granted up to three (3) days of bereavement leave. However, the employee may use other types of leave as necessary; the use of such leave shall not be unreasonably denied.

**Section 14. Sick Leave Bonus.** For those employees having less than one thousand five hundred (1,500) hours accumulated sick leave, an employee who does not use any sick leave within the preceding twelve (12) months (December 1 through November 30) shall be entitled to a sick leave bonus of three hundred fifty dollars (\$350.00). An employee who uses no more than two (2) sick leave days shall be entitled to a sick leave bonus of two hundred dollars (\$200.00). Said bonus shall be on or before the last Friday in November.

## **ARTICLE 19** **UNIFORM ALLOWANCE**

**Section 1.** The Employer shall provide newly appointed full-time employees an initial uniform and equipment issue. If the employee leaves the employ of the Township, all non-clothing items shall be returned to the Chief of Police or his designee.

**Section 2.** All uniform items shall be as designated by the Chief of Police and each officer shall be responsible for maintaining his or her uniform and equipment in a condition acceptable to the Chief of Police. Each non-probationary officer shall receive an annual uniform allowance of nine hundred dollars (\$900.00) payable through purchase order. Employees may purchase approved item at the store of their choice. Although the Chief of Police may designate the types and brands of all items of clothing and equipment, full body armor shall be an exception thereto and the brand thereof may be chosen by the

individual employee in order to fit his or her particular needs and preferences. New body armor will be purchased at the Employer's expense as needed.

**Section 3.** Members assigned to the Detective Bureau shall receive an initial civilian clothing allowance of one thousand dollars (\$1,000.00). Each year thereafter, the civilian clothing allowance shall be one thousand dollars (\$1,000). A civilian clothing allowance account shall be established at a mutually agreed upon retailer.

**Section 4.** There shall be no carryover of the uniform allowance from year-to-year, and no advances from the next year's allowance.

## **ARTICLE 20** **ATTENDANCE AT TRAINING SCHOOLS, SESSION OR SEMINARS**

**Section 1.** Members requesting permission to attend any school, training session or seminar shall submit a written request to the Chief, stating the objective, the probable benefit to the department and the expected expenses. Such request shall be evaluated by the Chief and he shall make the final determination.

**Section 2.** If the Chief deems it necessary, he may require a member to attend any school, training session or seminar. Such attendance shall be deemed a requirement for their continued employment.

**Section 3.** Attendance at any school, training session, or seminar pertinent to police matters and approved by the Chief of Police shall be compensated at the applicable hourly rate for the actual time and attendance and for all travel time in excess of one (1) hour in each direction.

**Section 4.** Any employee of the Chester Township Police Department required by the Chief to remain overnight to receive training shall receive an allowance for meals of twenty-five dollars (\$25.00) per diem and shall be reimbursed at the prevailing costs for overnight accommodations when meals and/or accommodations are not otherwise provided, receipts for such meals and/or accommodations must be submitted and approved by the Chief. For daytime training schools, sessions or seminars, where the employee does not stay overnight, the employee shall be paid ten dollars (\$10.00) per diem for meals; reimbursement shall be made within four (4) weeks after submission of request for reimbursement when received at the Town Hall.

**Section 5.** An employee shall be provided with a Township vehicle to attend a required session, seminar, or Court appearance. If one is not available, he will be reimbursed at the prevailing Internal Revenue Service rate for the use of his personal vehicle. If a vehicle is available for use, but the employee chooses to use his own personal vehicle, he will not be reimbursed by the Employer.

**ARTICLE 21**  
**INTERNAL INVESTIGATIONS**

**Section 1.** No non-criminal investigation shall be undertaken without a signed complaint form, from the person making the complaint. A copy of said complaint shall be made available to the employee being investigated.

**Section 2.** When an employee is to be interviewed or questioned or asked to make a statement(s) or report(s) concerning a complaint, the employee will be informed twenty-four (24) or more hours prior to the interview the nature of the investigation and whether the employee is the subject of the investigation or a witness.

**Section 3.** Employees will be in an on-duty paid status for the duration of all interviews and may have their Union representative present if they so request.

**ARTICLE 22**  
**LAYOFFS**

**Section 1. Notice.** Whenever the Employer determines that a reduction in force (i.e., layoff, reduction in hours, or job abolishment) is necessary, the Employer shall notify the employee(s) in the affected classification in writing at least fourteen (14) calendar days prior to the date of the reduction.

**Section 2. Procedure/Bumping Rights.** In the event of a layoff or reduction of hours, members of the bargaining unit will be laid off in accordance with their departmental seniority (last hired, first laid off), within the affected classification, as outlined below. The Employer shall determine in which classification(s) the layoff or job abolishment will occur. Where the reduction begins above the rank of patrolman, the first member to be subject to reduction shall be the member with the least amount of rank/classification seniority in the applicable rank/classification (i.e., continuous full-time service within a specific rank in the department).

An officer residing in a higher classification/rank within the Chester Township Police Department, who is subject to reduction, may utilize his departmental seniority, if possible, to displace the unit member with a lesser amount of departmental seniority residing in a lower classification/rank.

**Section 3. Recall Rights.** A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of two (2) years. A recall from layoff will be based upon departmental seniority (last laid off, first recalled), within the affected classification.

**Section 4. Utilization of Reduced Staff for PT Assignments.** In the event that full-time employees are laid off and there is a need for part-time employment, full-time laid off employees will be given preference for such part-time assignments, provided they have current phone and addresses on file with the Township and that they are available on a forthwith basis.

**ARTICLE 23**  
**WAGES**

**Section 1. Compensation.** For the duration of this Agreement, the following compensation schedule shall be effective for the full-time employees of the Chester Township Police Department (Police Officers).

During the term of this Agreement wage rates shall remain unchanged and the wage schedule shall be as follows:

Classification	Years of FT Service		Annual Salary
Patrol Officer- Step 12	After 12		\$67,580.99
Patrol Officer- Step 11	After 11		\$66,255.87
Patrol Officer- Step 10	After 10		\$64,956.74
Patrol Officer- Step 9	After 9		\$64,313.60
Patrol Officer- Step 8	After 8		\$61,612.32
Patrol Officer- Step 7	After 7		\$59,242.62
Patrol Officer- Step 6	After 6		\$56,964.05
Patrol Officer- Step 5	After 5		\$54,773.13
Patrol Officer- Step 4	After 4		\$52,666.47
Patrol Officer- Step 3	After 3		\$50,640.84
Patrol Officer- Step 2	After 2		\$48,693.11
Patrol Officer- Step 1	After 1		\$46,820.30
Patrol Officer	Entry		\$45,019.52

Classification	Years of FT Service in Rank		2016 Annual
Sergeant- Step 3	After 3		\$77,394.66
Sergeant Step 2	After 2		\$75,877.11
Sergeant- Step 1	After 1		\$74,398.33
Sergeant	Entry		\$73,652.80

**Section 2.** Depending upon experience levels the Township may hire a Police Officer at 1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup> year levels.

**Section 3. Canine Unit Stipend.** Police Officers assigned canine unit responsibilities shall be entitled to a monthly stipend of one hundred dollars (\$100.00) when so assigned.

**Section 4. Officer In Charge (OIC).** When Police Officers are required to perform the duties of OIC they shall receive an additional one dollar (\$1.00) per hour for the performance of these duties; however, a minimum of eight (8) hours must be worked per shift. Payment shall be made in the subsequent pay period at the close of the fiscal calendar quarter.

**Section 5. Longevity.** Employees who have completed the required years of service by December 1st of each year shall receive the following amounts for longevity:\*

<u>Years Completed</u>	<u>Amount</u>
5 through 9	\$500 annually
10 through 14	\$1,000 annually
15 through 19	\$1,500 annually
20+	\$2,000 annually

**Section 6. Correction of Payroll Errors.** Payroll errors shall be corrected no later than the next meeting of the Township Trustees.

**Section 7. Wage Schedule Administration.** Employees shall advance through the above-listed steps beginning with the first full pay period following their anniversary date of full-time hire as a sworn police officer with Chester Township. At the discretion of the Employer, a newly hired employee may be placed at a wage step commensurate with such employee's prior certifiable experience and/or licensure qualifications. The step placement shall be made at the time of original appointment with advancement being made in the same manner as described previously. Movement between steps in the wage schedule shall only occur while this contract is in effect and shall not occur in subsequent years after the expiration of the Agreement until such time as a new contract is in effect.

## ARTICLE 24 CONFORMITY TO LAW

**Section 1.** The provisions of this Agreement shall prevail over or be subject to any present and future state or local laws, along with any applicable Rules and Regulations as is provided in Revised Code Section 4117.10. The invalidity of any provisions of the Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

**Section 2.** If the enactment of 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.

## ARTICLE 25 PERSONNEL RECORDS

**Section 1.** An employee may request, upon five (5) days advance notice, and be granted the opportunity to review his personnel file and add memoranda to the file, clarifying any documents contained in the file. A request for copies of items included in the file shall be honored without cost to the employee. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition. Requests for review shall be given to the Chief of Police or his designee.

**Section 2.** Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters under the following time frames, providing that there are no intervening disciplinary actions taken during that time period:

Oral and written reprimands	18 months
Suspensions of less than 3 days	24 months
Suspensions of 3 days or more	36 months

Records of disciplinary action that no longer have force and effect pursuant to the above shall not be considered for purposes of progressive discipline.

**Section 3.** Should an employee dispute any of the contents of his personnel file, he may attach a written rebuttal to the disputed item for inclusion into his file.

**Section 4.** There shall only be one personnel file kept for each employee. An employee shall be notified when a copy of his personnel file or a part of its contents is given to a member of the media or of the public.

**Section 5.** The Township Fiscal Officer shall be permitted to maintain a file to include payroll, sick leave, holiday time and vacation time and any and all other financially related matters. The Township Fiscal Officer shall be responsible for all contents of these files.

## **ARTICLE 26** **FAMILY AND MEDICAL LEAVE**

**Section 1.** The Employer agrees to comply with applicable provisions of the Family and Medical Leave Act. If applicable, family and medical leave shall be granted/charged in accordance with Township policy.

**Section 2.** In accordance with the articles entitled "sick leave" of the agreement, employees shall be allowed, at their discretion, to maintain a balance of fifty-six (56) hours of sick leave prior to making the transition to unpaid status during an authorized paid Family and Medical Leave, but must exhaust accrued vacation days.

## **ARTICLE 27** **WORK RULES**

**Section 1.** The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

**Section 2.** Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union and if requested meet with the Union as soon as practicable to discuss the matter.

**Section 3.** The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this Agreement.

**ARTICLE 28**  
**TOTAL AGREEMENT/MIDTERM BARGAINING**

**Section 1.** During the negotiations resulting in this Agreement, the Employer and the Union 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. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 2, for the term of this contract. Unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer upon notification to the Union.

**Section 2. Mid-Term Bargaining.** Neither party is obligated to bargain over any matter already covered by the Agreement. Where a proposed action involves a mandatory subject of bargaining and is not already provided for by the Agreement, then the Employer, prior to making such change, shall inform the Union of said proposed change prior to the date of implementation and shall meet with the Union to discuss the matter upon request. The Employer may unilaterally implement such changes after any such discussions have taken place or seven (7) days after notice to the Union if no discussions have been requested.

**ARTICLE 29**  
**LABOR MANAGEMENT**

**Section 1.** A Labor Management Committee consisting of one (1) individual who represents the Union unit and one (1) who represents the Administration shall be established. This committee may meet as necessary to discuss items of concern to the employees and management of the Police Department.

**ARTICLE 30**  
**DURATION OF AGREEMENT**

**Section 1.** This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Union and except as otherwise noted herein shall become effective as of the date of ratification by both parties and shall remain in full force and effect until December 31, 2018. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2018, notice of such a desire shall be given not sooner than ninety (90) calendar days prior and no later than sixty (60) calendar days prior to the expiration.

**SIDE LETTER #1**  
**LUMP SUM PAYMENT**

All bargaining unit members who are employed by the Chester Township Police Department on the ratification date of the contract shall receive a lump sum payment of five hundred dollars (\$500.00) within sixty (60) days following the execution of the Agreement.

**SIDE LETTER #2**  
**WAGE SCHEDULE ADMINISTRATION**

**Section 1.** The parties agree that upon execution of this agreement, bargaining unit members hired prior to January 1, 2016, who are already at the top step of the prior wage schedule, will be placed at Step 9 of the wage schedule identified in Article 23 for patrol and the entry step for Sergeant. Those members placed at those steps shall advance to the next step in the wage schedule during each successive year of the parties agreement irrespective of the time based criteria associated with the step as set forth in Article 23.

**SIDE LETTER #3**  
**PRIOR STEP PERSONNEL**

**Section 1.** The parties agree that any employee not presently at the top compensation step under the parties' wage article shall continue to progress through the existing wage schedule and shall receive a general wage increase the first full pay of the year in the amount of 1% for 2016, 2% for 2017, and 2% for 2018 to be applied to their applicable step. The present wage schedule is set forth below without the application of the general wage increases. The aforementioned increases shall be applied to the below scale and members having less than thirty-seven (37) months of service will receive both step and general increases as would be applicable until transitioning to the new schedule pursuant to section 2.

Sergeant		\$73,652.80
Patrol 4th Year		\$64,313.60
Patrol 3rd Year		\$61,152.00
Patrol 2nd Year		\$54,974.40
Patrol 1st Year		\$51,750.40

**Section 2. Transition to New Schedule.** All bargaining unit members covered by this side letter, notwithstanding the years of service requirement contained in Article 23, Wages, shall be transitioned to the same step as all those members covered by Side Letter #2, upon completing thirty-six (36) months of active full-time service rather than the Patrol 4<sup>th</sup> Year Rate.

**SIDE LETTER #4**  
**EXISTING PERSONNEL HIRED AFTER 1/1/2016**

The parties agree that Officer Ben Milroy hired after January 1, 2016, but prior to the resolution of this Agreement shall be placed at step 4 of the wage schedule, effective with the first full pay period following the ratification of the Agreement and thereafter advance through the wage schedule based on his anniversary date of full time appointment as a police officer.

**SIDE LETTER #5**  
**HOURLY RATE CALCULATION**

Hourly rates for bargaining unit members shall be calculated by dividing the annual salary set forth in the Agreement by the base annual work hours associated with the applicable work schedule to which an employee is assigned. Employees working a seven (7) day work schedule are assigned to a base annual schedule of 2080 hours. Employees working a twenty-eight (28) day work period are assigned to a base annual schedule of 2184 hours.

**MEMORANDUM OF UNDERSTANDING**  
**ALTERNATIVE SHIFT SCHEDULING**

Within thirty (30) days of ratification of the Agreement, the Employer will establish alternative twelve (12) hour shifts in the department and schedule personnel on such shifts according to its determination of its operational needs. Prior to such scheduling becoming effective, the parties will meet to review the schedule, deployment of personnel, and discuss any questions that the unit may have regarding the schedule.

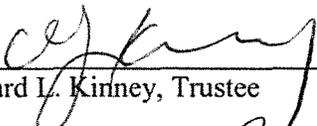
The parties agree that once implemented, this alternative shift schedule shall be maintained as part of operations through December 30, 2018, at which time the obligation to maintain the schedule as a component of operations shall expire, with continuation subject to the mutual agreement of the parties and future bargaining.

During the term of the Agreement, by mutual agreement, twelve (12) hour shift scheduling may be discontinued, and if so, those personnel assigned to twelve (12) hour shifts shall revert back to seven (7) day work period scheduling.

**ARTICLE 31**  
**EXECUTION**

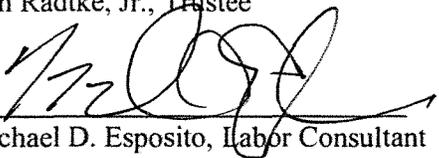
IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representative this 27 day of JUNE, 2016.

**FOR CHESTER TOWNSHIP**

  
\_\_\_\_\_  
Ward L. Kinney, Trustee

  
\_\_\_\_\_  
Michael J. Petruziello, Trustee

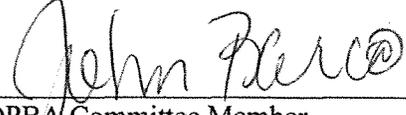
  
\_\_\_\_\_  
Ken Radtke, Jr., Trustee

  
\_\_\_\_\_  
Michael D. Esposito, Labor Consultant

**FOR THE OPBA**

  
\_\_\_\_\_  
George Gerken, OPBA Representative

  
\_\_\_\_\_  
OPBA Committee Member

  
\_\_\_\_\_  
John P. Bero  
OPBA Committee Member