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BRIMFIELD TOWNSHIP BOARD OF TRUSTEES

AND THE

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

FOR

BRIMFIELD TOWNSHIP POLICE DEPARTMENT

PATROL OFFICERS

EFFECTIVE FROM

JANUARY 1, 2010

THROUGH

DECEMBER 31, 2012

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ARTICLE 1
PREAMBLE

Section 1 - Preamble. This Agreement is entered into by and between Brimfield Township, Ohio, hereinafter referred to as the "Employer", and the Ohio Patrolmen's Benevolent Association hereinafter referred to as the "OPBA". This Agreement formalizes the understandings reached between the negotiating committees of the Employer and the Ohio Patrolmen's Benevolent Association and establishes certain terms and conditions of employment.

Section 2 - Cooperative Effort. In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an Agreement reached through collective bargaining which will have for its purpose, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of Brimfield Township; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 2
RECOGNITION CLAUSE

Section 1. The Bargaining Unit consists of all full-time hourly patrol officers of the Brimfield Township Police Department as recognized by the State Employment Relations Board. All other employees are excluded.

ARTICLE 3
CONFORMITY TO LAW/SEVERABILITY

Section 1. - Severability. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request by either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

Section 2 - Amendments. This Agreement may not be amended during its terms except by mutual agreement and any negotiated changes to be effective and incorporated in this Agreement must be in writing and signed by the parties.

ARTICLE 4

HEADINGS, GENDER AND PLURAL

Section 1 - Headings. It is understood and agreed that the use of headings before articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any Article.

Section 2 - Gender and Plural. The use of words contained herein in the singular shall include the plural, and words in the plural, the singular. The masculine, feminine or neutral genders where used herein shall be construed to include both genders. The use of either the masculine or feminine genders is for convenience purposes only and is not to be interpreted to be discriminatory in nature.

ARTICLE 5

NON-DISCRIMINATION

Section 1 - Pledge. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, disability, national origin or political affiliation.

ARTICLE 6

DUES DEDUCTION

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

Section 2 - Fees Set By Union. The initiation fees, dues, or assessments so deducted shall be in the amounts established by the OPBA. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

Section 3 - Monthly Deduction. 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 - Submission of Dues to Union. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions, barring unusual circumstances.

Section 5 - Indemnification of Employer. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and 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 hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action against the Township and/or Union regarding any of the deductions made under this Article, the deductions shall cease immediately. It is further agreed and understood that the Union shall solely be responsible for any reimbursement required to be made to the employee(s), the cost of the action, and the costs assessed and owed to the employee in pursuit of the action.

ARTICLE 7

FAIR SHARE FEE

Section 1 - Fair Share Fee. All members of the bargaining unit after 120 days from the date of hire may become Ohio Patrolmen's Benevolent Association members or pay a fair share fee to the Ohio Patrolmen's Benevolent Association.

Section 2 - Indemnification of Employer. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and 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 hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action against the Township and/or Union regarding any of the deductions made under this Article, the deductions shall cease immediately. It is further agreed and understood that the Union shall solely be responsible for any reimbursement required to be made to the employee(s), the cost of the action, and the costs assessed and owed to the employee(s) in pursuit of the action.

ARTICLE 8

MANAGEMENT RIGHTS

Section 1. Except as expressly modified by the terms of this Agreement and not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

1. hire and transfer employees; and to discharge, suspend and discipline employees for just cause;
2. determine the number of persons required to be employed, laid off, or discharged;
3. determine the qualifications of employees covered by the Agreement;
4. determine the starting and quitting time and the number of hours to be worked by its employees;

5. make any and all reasonable 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;
14. terminate or eliminate all or any part of its work or facilities.

ARTICLE 9

OBLIGATION TO NEGOTIATE

Section 1 - Waiver of Negotiations. For the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives 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. The same shall apply 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 10

NO STRIKE, NO LOCKOUT

Section 1 - No Strike by Employees. The Union recognizes the essential nature of services provided by its members in protecting the public's health and safety. Thus, the Union agrees that there shall be no work interruptions, slowdowns, strikes or sympathy strikes at any time. In the event of unauthorized interruptions, the Union agrees that it shall join the Employer in requiring its members to return to work immediately.

Section 2 - No Lockout by Employer. The Employer agrees that there shall be no lockout of bargaining unit employees during the term of this Agreement, unless those employees violated Section 1 of this Article.

Section 3 - Employer's Responsibilities. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

Section 4 - Union's Responsibilities. The OPBA does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or other concerted interference with or the withholding of services from the Employer.

ARTICLE 11 EMPLOYEE RIGHTS

Section 1 - Right to Representation. An employee has the right to the presence and advice of an OPBA representative according to Weingarten standards.

Section 2 - Criminal Charges. 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.

Section 3 - Participation in an investigation. 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 for disciplinary action.

Section 4 - Nature of Questioning. An employee will be informed of the nature of any investigation of himself prior to his/her being questioned. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 5 - Review Of Personnel File. Upon written request to the personnel record custodian and at a mutually convenient time, an employee shall be allowed the opportunity to review his personnel file. All efforts shall be made to review files during off-shift hours except when extenuating circumstances exist. The custodian or his/her designee will be present with the employee during the review. A request for copies of items included in the file will be honored at a reasonable 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.

Section 6 Polygraph. The Employer shall administer polygraph examinations to employees only where reasonable cause exists and only with the Employee's consent. Such exam shall focus only on event(s) related to the Employee taking the exam. Polygraph examinations will be administered only by non-employees of the Brimfield Township Police Department. After an Employee has consented to a polygraph examination, that Employee's refusal to sign a pre-polygraph waiver required by the polygrapher will result in disciplinary action.

Section 7 - Complaints. All complaints by civilians shall be reduced to writing by the supervisor receiving such a complaint. Should the complaint be resolved by the supervisor, it shall be so noted on the complaint. In the event a citizen complaint results in formal disciplinary action against an employee, said employee shall, upon written request, be given a copy of the complaint and the name of the complainant.

ARTICLE 12 UNION REPRESENTATION

Section 1 -Unit Director. The OPBA shall have the right to select one Director from the bargaining unit and they shall be authorized and recognized by the Employer to represent the OPBA in matters covered by this Agreement. The name of the Director shall be certified in writing and forwarded to the Employer.

Section 2 - Use Of Employer's Facilities. The OPBA shall be allowed to hold regular meetings in the Brimfield Town Hall subject to reasonable notice and scheduling.

Section 3 - Director Activity. The OPBA Director shall be granted eight (8) hours of Union Time upon execution of this Agreement and eight (8) hours of Union Time for each six (6) month period thereafter. Said Union Time may be used for the Collective Bargaining process and/or to attend OPBA business and educational functions. If said Union Time is to be used in a block of more than four (4) hours the Director shall provide the Employer with a seven (7) day notice. Union time shall be cumulative to a maximum of sixteen (16) hours.

ARTICLE 13

BULLETIN BOARDS

Section 1 - Space for Bulletin Board. The Employer agrees to provide space in the police access room for bulletin boards to be used by the OPBA and its members. No materials of any kind may be posted elsewhere in the Employer's facilities or on the Employer's equipment, except on the bulletin boards so designated.

Section 2 - Inappropriate Material. Should a posting be made on the Union's bulletin board which the Employer considers to be inappropriate, the Employer shall be entitled to remove such posting.

ARTICLE 14

PERSONNEL FILES

Section 1. Personnel Files shall be subject to Ohio Public Records Law. Employees will be informed about any public records request within a reasonable period of time. Employees will also

be notified within a reasonable period of time about any unsolicited release of disciplinary related information.

ARTICLE 15

GRIEVANCE PROCEDURE

Section 1 - Preamble. Every employee shall have the right to present grievances in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except for Step 1, shall have the right to be represented by a representative of the OPBA at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. The Union agrees to hold the Employer harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance procedure.

Section 2 - Definitions. For the purpose of this procedure, the below listed terms are defined as follows:

- a. Grievance - A "grievance" shall be defined as a dispute or controversy arising from an alleged misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b. Days - A "day", as used in this procedure, shall mean calendar day, excluding Saturdays, Sundays, or holidays as provided for in this Agreement.

Section 3 - Grievance Procedure. The following procedures shall apply to the administration of all grievances filed under this procedure.

- A) **Content of Grievance Form.** Except at Step 1, all grievances shall include the name and position of the Grievant; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the

grievance took place; the identity of the party responsible for causing the said grievance, if known to the Grievant; and a general statement of the nature of the grievance and the specific redress sought by the Grievant.

- B) Responses to Grievances. Except at the preliminary Step, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative if any.
- C) Group Grievances A grievance can be initiated by an aggrieved bargaining unit employee. Where a group of bargaining unit employees desires to file a grievance involving a situation affecting each such bargaining unit employee in the same manner, one bargaining unit employee selected by such group shall process the grievance(s). If a grievance affects a "department wide" controversy, it may be submitted at Step 2. All individuals in a group or department-wide grievance must be identified.
- D) Informal Resolution Of Grievances Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the police department and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon either party in future proceedings.
- E) Time Limits It is the OPBA's and the Employer's intention that all time limits in the above grievance procedures shall be met. To the end of encouraging thoughtful responses at each step, however, the grievant and Employer's designated representative may mutually agree at any step to short extensions of any of the time limits imposed herein, but any such agreement must be in writing and signed by the parties. In the event that the Employer fails to timely file a response to a step in the grievance, it is mutually agreed that the grievance is deemed denied and shall automatically proceed to the next step.

Section 4 - Administration of Grievances. All grievances shall be administered in accordance with the following procedure.

Preliminary Step - A unit employee having a grievance will first attempt to resolve it informally with his immediate supervisor at the time the incident giving rise to the grievance occurs. At this step, there is no requirement to put the grievance in writing, and no report needs to be submitted. If the grievant is not satisfied with the response from his immediate supervisor at this step, he may pursue the formal steps which follow.

Immediate Supervisor- Step 1 A bargaining unit employee having a grievance shall present it in writing to his or her immediate supervisor within ten (10) days after the events or circumstances giving rise to the grievance have occurred. A grievance submitted beyond the ten (10) day limit shall not be honored. Within ten (10) days of receipt of the written grievance, the immediate supervisor shall affix his written response to the grievance, date and sign his response, and return it to the grievant.

Chief Of Police - Step 2 Should the grievant not be satisfied with the answer in Step 1, within ten (10) days thereafter, he may appeal the grievance to this step by delivering or having delivered a copy of the grievance, containing the written responses at the prior steps and any other pertinent documents to the office of the Chief.

I.) Within ten (10) days of his receipt of the grievance, the Chief, or his designated representative for this purpose, shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with the grievant. The grievant may bring with him to this meeting one (1) other person.

ii.) In the meeting called for at this Step, the Chief shall hear a full explanation of the grievance and the material facts relating thereto. Within ten (10) working days following the meeting at this Step, the Chief shall submit to the grievant his written response to the grievance.

Township Trustees/Designee - Step 3 Should the grievant not be satisfied with the written answer received in Step 2, within ten (10) days after his or her receipt thereof, he may submit the grievance, together with the written responses received in the prior Steps, to the Township Trustees and/or their Designee.

- i.) Upon receipt of the grievance, the Township Trustees and or their Designee shall schedule a hearing date to be held within fifteen (15) days.

- ii.) The grievant may bring one (1) person with him to the hearing with the Township Trustees/Designee.

- iii.) The Township Trustees shall render their decision in writing and deliver to the grievant his written decision within ten (10) days after the conclusion of the hearing. All hearings are subject to Ohio Open Meeting Laws.

ARTICLE 16

ARBITRATION PROCEDURE

Section 1 - Appeal To Arbitration. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by a time default of the Employer, then within ten (10) days after the rendering of the decision at Step 3 or a time default by the Employer at Step 3, the aggrieved party may submit the grievances to arbitration. A request for a panel of arbitrators to the Federal Mediation and Conciliation Service must be made within 10 days after the Trustees/Designee Step 3 response is issued.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of the Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or suspension, the arbitrator

shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date giving rise to the grievance.

Section 3. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitral, or beyond the arbitrator's jurisdiction. If the issue of arbitrability is raised by either party, the arbitrator shall hear all evidence to support the question of arbitrability, and the arbitrator shall determine if the grievance is arbitral before hearing the alleged grievance on its merits. If the arbitrator rules that the grievance is arbitral, the grievance shall be heard on its merits by the same arbitrator.

Section 4. The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

Section 5. The fees and expenses of the arbitrator shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 6. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate of pay for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith.

Section 7. The arbitrator's decision and award will be in writing and delivered to the parties, within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding on the parties.

Section 8. There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: (1) Harry Graham; (2) Gregory Van Pelt; (3) Paul Gerhart; (4) Nels Nelson; and (5) Robert G. Stein.

The first arbitration hearing shall be conducted by the first arbitrator on this list. The next

arbitration hearing shall be heard by the second arbitrator on the list, and the process shall continue in this order through the list, and then back to the beginning of the list.

Section 9 - Indemnification of Arbitrator. The Union agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE 17

DISCIPLINARY PROCEDURE

Section 1 - Just Cause For Discipline. No non-probationary employee shall be disciplined except for just cause.

Section 2 - Progressive Discipline and Schedule of Discipline. Discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy. Written reprimands are not grievable, however, the employee may comment on the reprimand prior to it being placed in the personnel file. The employee shall have 10 days from the date of issuance to comment.

Section 3 - Statement of Charges. Any employee who has been accused of misconduct or a violation of the departmental and or township rules and regulations and such accusations are the basis of an investigation by the Department, shall have a written statement of the accusations made against him, including the name of the individual bringing the charges.

Section 4 - Pre-disciplinary Process for Employees. Whenever the Employer or his designee charges an employee with a violation of department or township rules, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. This conference shall be scheduled during the Employer's regular business hours.

Not less than twenty-four (24) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis of disciplinary action. The employee must choose to:

- a. Appear at the conference to present an oral or written statement in his/her defense;
- b. Appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or
- c. Elect in writing to waive the opportunity to have a pre-disciplinary conference.

At the pre-disciplinary conference, the Employer may require the employee to respond to the allegations of misconduct which were outlined to the employee. The employee or his representative may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The pre-disciplinary conference will be conducted by a designee of the Township but shall not be someone from a bargaining unit represented by the OPBA.

Section 5 - Appeals. Appeals of discipline, i.e. time off suspension, reduction in pay or removal, (except for probationary employees) shall only be appealed through the grievance procedure contained in this Agreement.

Section 6 - Implementation of Discipline. The Employer agrees that all disciplinary procedures shall be carried out in a business-like manner.

ARTICLE 18

WORK RULES AND REGULATIONS

Section 1 - Authority of Employer. The OPBA recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority. Further, the Employer has the right to regulate the personal conduct of employees during the time of the employees' services to the Township and conduct off duty as it pertains to what is consistent with the policies of this Township.

Section 2 - Work Rules. The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every employee shall have access to the department SOP and the Township Personnel Policies and Practices located in the patrol squad room for the duration of this Agreement. Should any work rules conflict with law or with the specific provisions of this Agreement, such rules shall be invalid to the extent of such conflict.

Section 3 - Uniform Application of Work Rules. It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all employees under similar circumstances.

ARTICLE 19

LABOR MANAGEMENT

Section 1 - Scheduling As Feasible. It is agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 20

HEALTH AND SAFETY

Section 1 - Purpose and Responsibilities of Parties. The Township agrees to furnish and maintain in safe working condition all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting

any unsafe conditions or practices to immediate supervisors. It shall further be the responsibility of the employees to care for all tools and equipment furnished by the Township.

ARTICLE 21

MEDICAL EXAMINATIONS

Section 1 - Purpose. Examinations are intended to guard the health and safety of employees. Exams may be ordered by the Board of Trustees based upon reports of inadequate performance or upon a concern for an employee's ability to perform the material and substantial duties of their classification. The medical opinion shall be limited to the employees' ability to perform the material and substantial duties of the employee's position and if the employee presents any harm to himself or others.

Section 2 - Requirement To Submit To Exam. An employee's refusal to submit to a medical examination may be grounds for discipline, up to and including discharge.

Section 3 - Use Of Leaves. If an employee after medical examination is found to be unable to perform the material and substantial duties of his position, then the employee may utilize accumulated unused sick leave or vacation leave or comp time.

Section 4 – Costs. Costs for examinations required by the Township shall be paid by the Township.

ARTICLE 22

PROBATIONARY PERIOD

Section 1 - Original Probationary Period. Every newly appointed full-time hourly patrol officer will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee received compensation for the position, and shall continue for a period of one calendar year. The probationary period employee shall be evaluated at least once during his/her probationary period. The probationary employee may

be removed at any time during his/her probationary period without recourse. Probationary employees are not subject to the grievance procedure for purposes of discipline.

ARTICLE 23

SENIORITY

Section 1 - Seniority Defined. Seniority is the total uninterrupted service of a member as a full-time, sworn police officer in Brimfield Township.

Section 2 - Break In Service. Employees who resign or who are discharged for cause shall lose all seniority. No break in service shall occur while an employee is on layoff.

Section 3- Seniority Lists. The Department shall prepare and post annually a seniority list of full time bargaining unit members. The list shall identify an employee's date of employment as a full time patrol officer. The list shall be used for the annual shift selection by seniority, most senior 1st, or by the increase, change, or decrease in the work force. The annual shift selection shall be done in November and implemented on the first full pay week in January.

ARTICLE 24

LAYOFF AND RECALL

Section 1 - Reasons for Layoff. When a layoff is necessary due to lack of funds or lack of work or for abolishment due to reorganization, the Employer shall notify the effected employees in writing at least fourteen (14) days in advance of the effective date of layoff.

Section 2 - Seniority. Employees shall be laid off by seniority.

Section 3 - Recall List. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Section 4 - Notice of Recall. Notice of recall shall be sent to the employee(s) by registered mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last known mailing address of the employee.

Section 5-Return of Service. The recalled employee shall have ten (10) calendar days following the date of the receipt of the recall notice to notify the Employer of the employee's intent to return to work. The employee must return within two (2) weeks from the date he/she informs the employer. Failure to return forfeits all recall rights.

ARTICLE 25 INSURANCE

Section 1 – Medical Coverage: The Employer shall continue to provide full-time bargaining unit employees, and their eligible dependents, with the existing major medical; dental; and, vision insurance coverage's through Summa Insurance, equal to, or better than except as modified by **Exhibit A.** Effective April 18, 2010, and for the duration of this agreement, bargaining unit employees, covered under the Employer's health insurance plan, as define herein, shall pay a bi-weekly employee health insurance contribution according to the following schedule:

Family plan:	\$50.00/bi-weekly pay
EE/Spouse:	\$45.00/bi-weekly pay
EE/Dependant:	\$30.00/bi-weekly pay
Single:	\$20.00/bi-weekly pay

Health insurance coverage shall commence in accordance with the health insurance carrier's enrollment guidelines. From the effective date of this Agreement through the duration of this Agreement, all employees covered by this Plan and provided with health care coverage shall pay the \$10.00 co-pay for office visits and \$75.00 co-pay for Emergency room visits.

Section 2 – Prescription Drug Plan: The Employer will continue to provide a prescription drug plan to all full-time bargaining unit employees and their eligible dependents with coverage limitations as set forth in Exhibit B. Eligibility of dependents will be determined on the same basis as under the

medical insurance plan provided pursuant to Section 1 of Article 25.

Section 3 - Life Insurance for Employees: At no cost to the employee, the Employer, Brimfield Township shall provide and maintain in force by the payment of necessary premiums, \$25,000 in life insurance with double indemnity for accidental death and a \$5,000 accidental dismemberment benefit for all bargaining unit members, for the duration of this Agreement.

Section 4 – Obligation and Eligibility of Dependents: The Employer shall have no obligation to provide insurance coverage for dependents in cases where the employee who desires such coverage fails to make a written application for same to the Township Clerk / Fiscal Officer or to provide information reasonably requested by the Clerk / Fiscal Officer to establish the eligibility of dependents.

Section 5 – Employers Right to Change Provider: The Employer has the right to self-insure or change carriers, as it deems appropriate, providing the effected coverage remains comparable.

Section 6 - Joint Healthcare Committee: The Employer will maintain a Joint Healthcare Committee, Per Township Resolution, composed of management representatives and not less than one representative from each bargaining unit within the Township. The Committee will meet periodically to review medical insurance plans and costs; to explore group health insurance plan alternatives; changes in coverage; and cost containment measures. The Committee will only have authority to make recommendations. Should the Committee make recommendations regarding a healthcare issue that require negotiation between the Township and the Union, both parties will give due regard to the recommendations of the Committee when negotiating the issue.

ARTICLE 26

HOURS OF WORK AND OVERTIME

Section 1 - Overtime Defined. Overtime shall be defined as compensated hours (including sick leave, paid personal leave, comp. time, holiday, etc.) in excess of 40 forty hours within the 7 day work week.

Section 2 - Work Schedules. Work schedules for bargaining unit employees will be arranged by the Employer so that the regularly scheduled work week shall consist of forty (40) hours based on five (5) consecutive eight (8) hour work days and two (2) consecutive days off. The days off will be modified when an employee's schedule or assignment is modified. The Employer shall designate the start of the work week and work day.

Section 3 - Minimum Report-In Training and Meetings. A bargaining unit member in an off duty status who is ordered or requested to report for work and so reports, shall be paid a minimum of two (2) hours or actual time worked, whichever is greater, at the appropriate rate as defined in this Agreement. For meetings and training scheduled and required by the Employer, bargaining unit members shall be paid for the actual time in the meeting or training, at their appropriate rate or the two (2) hour minimum contained herein.

Section 4 - Overtime Rate. Each employee shall be compensated for each overtime hour worked, an amount equal to one and one-half (1-1/2) times their prevailing normal hourly rate as designated by Section 1.

Section 9 - Court Time. If an employee is called to appear in Court based upon his/her duties as a Police Officer he/she shall be paid a minimum of three (3) hours at the appropriate rate for the specific purpose of appearing in Court.

ARTICLE 27
CLOTHING AND EQUIPMENT ALLOWANCE
UNIFORM AND MAINTENANCE PAYMENT

Section 1. All newly hired full-time employees, who are required to wear a uniform, as determined by the Employer, shall be issued an initial issue of clothing and equipment at no cost to the employee. Such initial issue shall be determined by the Police Chief. Newly hired full-time employees shall not receive a uniform allowance payment until the employee has completed one (1) year of service with the Employer. When the employee has completed the one (1) year of service, and is eligible for uniform allowance payment, said payment shall be prorated for the balance of the year.

Employees, who are issued body armor, as part of their required uniform, shall be required to wear the body armor whenever performing their assigned duties. The Employer shall replace the body armor according to the manufacturer's recommended replacement schedule.

Section 2. Effective January 1, 2007 and for the duration of this agreement, bargaining unit employees will receive a yearly clothing allowance in the amount of one thousand dollars (\$1,000.00). Said clothing allowance will be paid to each employee in a check, on or about April 1st of each year.

Section 3. A one time uniform allowance of four hundred dollars (\$400.00) will be provided to all bargaining unit employees for the purchase of an authorized departmental dress uniform. Said dress uniform will be determined by the Chief of Police, after appropriate discussions with the OPBA have taken place. Said payment will be in the form of a purchase order (P.O.) and each employee shall be required to present to the Chief of Police the dress uniform purchased, within ninety (90) days after the issuance of the PO.

Section 4. Employees covered by this Agreement, who have articles of clothing and/or equipment damaged in the direct performance of their duties, as determined by the Police Chief or his designee, will have said items replaced by the Police Chief at no expense to the employee. Such replacement shall not be unreasonably denied.

Section 5. All employees will produce at least one (1) full winter and one (1) full summer uniform when so demanded by the Police Chief.

Section 6. All items shall be of the type and construction approved by the Police Chief.

ARTICLE 28
VACATIONS

Section 1 - Rate of Accumulation and Scheduling. All regular full-time employees shall be granted the following vacation leave with full pay based on their length of service with the Township. The rate of vacation leave hours shall accrue for every 80 hour active pay period as follows:

1- 5 years of service	two (2) weeks;
6-10 years of service	three (3) weeks;
11-15 years of service	four (4) weeks;
16 - 20 years of service	five (5) weeks;
Over 20 years of service	six (6) weeks.

Section 2 - Use of Leave during Year Accumulated. Vacation leave shall be taken during the calendar year earned, except the Board of Trustees or their designee may allow the carry-over of one (1) week of vacation leave to the following calendar year, which if not used in the following calendar year will be forfeited.

Section 3 - Eligibility for Vacation Leave/Notification for Use. An employee shall become eligible for vacation leave on his 1st anniversary date.

Section 4 - Annual Requests. Vacation requests may be made during the months of November and December of the year proceeding the year during which the vacation requests shall be taken. If more than one (1) request is made for the same date or an overlap should occur seniority shall have preference. Vacation requests made after December shall be granted on a first come, first come serve basis. Emergency vacation leave requests will not be unreasonably withheld despite any notice, however, the leave must be taken in four (4) hour increments if it can be filled by anyone.

Section 5 - Conversion upon Separation or Death. Employees who terminate their employment with the Township shall receive a conversion to cash of their accumulated, unused vacation leave. Employees who die during their employment with the Township shall have their accumulated unused vacation leave paid to their estate or paid according to probate laws.

Section 6. – Cashing out of unused Vacation Leave. Employees may sell back to the Employer, vacation leave earned, but not taken. Any employee, who wishes to sell back vacation time, shall follow the following procedure:

1. No more than 80 hours of vacation time, in a calendar year, will be allowed to be cashed in.
2. An employee shall make his/her requests to sell back their vacation leave time, during any time of each vacation year. Such payment for vacation leave time shall be in a separate check.
3. A request to sell back earned vacation time, shall be in writing, including the amount of vacation time to be sold back, and the amount of vacation time the employee has accrued.
4. If the Employer grants an employee's request to sell back earned vacation time, the Employer will make every effort to pay the amount requested within sixty (60) calendar days of the date the request was made.
5. The Employer shall not arbitrarily and capriciously deny a request for selling back earned vacation time.

ARTICLE 29
SICK /BEREAVEMENT

Section 1 - Uses Of Sick Leave. Sick leave shall be defined as an absence with pay necessitated by: 1) illness, injury or disability of an employee or a member of the employees immediate family where the employees presence is reasonably necessary; 2) medical, dental, or optical examination or treatment of an employee or a member of the immediate family where the employee's presence is reasonably necessary; 3) exposure to a contagious disease which would jeopardize the health of the employee or co-workers; 4) pregnancy and/or childbirth and related conditions of employee or spouse.

Section 2 - Accumulation of Sick Leave. All employees shall earn sick leave at the rate of 4.6 hours for every eighty (80) hours in active pay status and may accumulate such sick leave to an unlimited amount. There will be no accumulation for overtime hours.

Section 3 - Notification of Illness. An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore before the start of his work shift each day he is to be absent. The employee shall notify the Employer at least one (1) hour prior to the start of his shift unless extenuating circumstances prevail.

Section 4 - Usage of Sick. Sick leave may be used in segments of not less than one (1) hour. Employees shall not use sick leave to cover tardiness.

Section 5 - Physician's Statement. An employee absent for two (2) work days or more within a work week as defined in this agreement may be required to furnish a physician's report to be eligible for an excused sick leave.

Section 6 - Evidence of Sickness or Illness. If the employee fails to submit adequate proof of illness, injury or death, or in the event that upon such proof as is submitted or upon the report of medical proof as is submitted or upon the report of medical examination, the Chief or his designee finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay and subject to discipline.

Section 7 - Abuse of Leave. Any abuse or patterned use of sick leave shall be cause for disciplinary action.

Section 8 - Physician's Statement or Ability to Work. The Board of Trustees or their designee may require an employee who has been absent due to personal illness or for injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties, and that his return to duty will not jeopardize his health and safety or the health and safety of others. A statement from the physician will also be required when sick leave is taken either the day prior or the day subsequent to a holiday or a vacation day.

Section 9 – Family Defined for Sick Leave. Definition of the immediate family is as follows: spouse, child, father, mother, sister, brother, grandparents, grandchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, or legal guardian.

Section 10 - Bereavement Leave. An Employee may also use up to five (5) days of Sick Leave when there is a death of a member of his/her immediate family. For purposes of Bereavement the immediate family is defined as follows: spouse, child father, mother, sister, brother, grandparents, grandchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, or legal guardian.

Section 11 - Sick leave Conversion upon Separation. An employee who retires after ten (10) years or more with the Township, or becomes disabled, may elect to be paid in cash for one-half (50%) or 120 days (whichever is greater) of accrued but unused sick leave. The payment shall be based upon the employee's rate of pay at the time of retirement or disability. Upon accepting this payment all accrued sick leave shall be eliminated. The accrued sick leave conversation can not be used to extend the date of retirement.

ARTICLE 30

LEAVES OF ABSENCE AND MATERNITY LEAVE

Section 1 - Request for Unpaid Leave. All unpaid leaves of absence under this Article must be applied for and granted or rejected within five (5) working days, in writing, on forms to be provided by the Employer and with approval of the Chief. Any leave may be immediately revoked and an employee may be disciplined if not utilized for the purpose requested or otherwise abused.

Section 2 - Return From Unpaid Leave. When an employee returns to work after any leave of absence, that employee will be assigned to the classification which he or she formerly occupied. Unless otherwise provided for, an employee may, upon request, return to work prior to the expiration of any leave of absence, if such early return is agreed to by the Employer.

Section 3 - Court Leave. Employees will be compensated at the appropriate rate when they are called to jury duty or when they are a witness. All jury and witness fees will be remitted to the Township.

Section 4 - Military. Employees who leave the service of the Township to enter the United States Armed Forces shall have the rights of reinstatement as provided by state and federal statutes.

Section 5 - Reserve/National Guard Leave. All employees of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, or members of other reserve components of the Armed Forces of the United States, are entitled to leaves of absence for such military service for field training, active duty or emergency call-out for a period not to exceed thirty one (31) days per year per employee. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty at least two (2) weeks in advance of the starting date of such leave unless emergency situations require otherwise.

Employees on such leave shall be paid during such absence for the difference between their regular straight time wages and their military pay for such period, as verified to the Employer by military pay voucher. The maximum number of hours for which payment may be made in any one (1) calendar year under this provision is one hundred seventy six (176) hours per employee.

Section 6 - Annual Military Leave. Employees who are members of the Ohio National Guard or any military reserve unit shall be granted time off with pay when ordered to temporary active duty or when ordered to military training exercises not to exceed thirty one (31) calendar days per year or a

total of one hundred seventy six (176) hours. Military leave pay shall be the difference between the employee's regular pay and service pay.

Section 7 - Leave Of Absence for Military Service. An employee shall be granted a leave of absence without pay to serve in the Armed Forces of the United States or any branch thereof. Such leave shall last only for the initial enlistment or induction period. Employees on military leave without pay shall continue to accrue seniority and if an employee requests reinstatement within thirty one (31) calendar days of his discharge from military service, the Township shall reinstate the employee at the same rank as when he left, with full credit for prior seniority. The Township may require that the employee establish that his physical and mental health have not been impaired as to render him incompetent to perform the duties of his position.

Section 8 - Maternity Leave. Maternity leave will be granted as required under the Family Medical Leave Act. Employees, who are pregnant, will be allowed to perform all duties of her position, until such time a licensed medical physician verifies she is unable to perform the assigned duties. If the physician states the employee cannot perform the assigned duties, but can work in a light duty capacity, the Employer will place the employee on a "light duty assignment" with the Chief of Police determining what duties will fall under "light duty". The employee will remain on light duty until she is either off duty completely for childbirth, or is cleared by a licensed medical physician to return to full duty assignment.

ARTICLE 31

HOLIDAYS AND PERSONAL DAYS

Section 1 - Listing. The following holidays and personal days are designated as paid holidays for all bargaining unit employees:

1. New Years Day
2. Martin Luther King Day
3. Presidents Day

4. Memorial Day
5. Fourth of July
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

Section 2 - Payment for Work Performed On Holidays. Employees working on the actual date of each of the above listed holidays shall be paid at a rate of time and one-half (1/2) for the work performed on the holidays. In order to be eligible for the holiday premium pay, the employee must report to work and actually work the last scheduled workdays prior to and immediately after the holiday, unless specifically excused by the Chief or if the employee is on authorized vacation leave on the previous or- subsequent workday to the holiday.

Section 3 – Personal Days. Bargaining unit employees will be entitled to five (5), eight (8) hour personal days each year of this agreement. Employee should attempt to give the Employer at least a forty-eight (48) hour advance notice of the employee's intent to use a personal day. Unused personal days cannot be carried over into the following year, and shall have no cash value. Unused personal days in any given year, will be lost to the employee.

ARTICLE 32

SERVICE RELATED INJURY LEAVE

Section 1 – Worker' Compensation. All compensation for injuries sustained on the job will be in accordance with Ohio's Worker's Compensation law.

Section 2. - Injury on Shift. Whenever an employee is required to stop working because of a service connected injury he shall be paid for the remaining hours of that workday and shall not be charged to sick leave.

Section 3. If an employee is off work for a work related injury that will result in a claim for lost wages being filed with the Bureau of Worker’s Compensation (BWC), the employee will receive full pay from the Employer from the date of injury to the eighth (8th) day after said injury date. After the eighth (8th) day, the employee will be required to use any paid leave time the employee has available.

Once BWC agrees to cover the injury claim and awards the employee lost wages, the employee agrees to turn over said payments to the Township. Any paid time used by the employee will be returned to the employee, at the appropriate calculated amount, upon the Township’s receipt of the employee’s lost wage compensation.

**ARTICLE 33
EDUCATION**

Section 1 - Cost Of Employer-Required Courses. The Employer shall pay the tuition for all education or training required as a condition of employment, and for all educational programs as may be required by the Chief, those courses mandated by the State of Ohio to maintain an officers or dispatcher's certification within their job description or classification.

**ARTICLE 34
WAGES**

Section 1. Effective January 1, 2010, all full-time hourly patrol officers shall be paid in accordance with the following wage schedule:

Section 1. Effective April 14, 2010, and for the duration of this agreement, all full-time hourly patrol officers shall be paid in accordance with the following wage schedule:

	<u>2010</u>	<u>2011</u>	<u>2012</u>
Start	\$37,634.36	\$37,634.36	\$37,634.36
Year 2	\$43,906.74	\$43,906.74	\$43,906.74
Year 3	\$43,906.74	\$43,906.74	\$43,906.74

Year 4	\$47,670.17	\$47,670.17	\$47,670.17
Year 5	\$47,670.17	\$47,670.17	\$47,670.17
Year 6	\$53,942.57	\$53,942.57	\$53,942.57

Section 2. Wages for 2011 and 2012 may be a subject of a wage re-opener 2011 and 2012. Said wage re-openers shall be conducted all in accordance with ORC Section 4117.

Section 3. Changes in pay steps shall take place on the employee’s anniversary date of hire.

Section 4. New employees, who have certified law enforcement experience with another law enforcement agency, may be placed at a step in accordance to their level of experience, but at a rate of pay no greater than Year 5.

**ARTICLE 35
LONGEVITY**

Section 1. Each member of the bargaining unit shall be entitled to an annual longevity payment according the following schedule:

After completion of five (5) years of service:	\$675.00
After completion of ten (10) years of service:	\$1,035.00
After completion of fifteen (15) years of service:	\$1,395.00
After completion of twenty (20) years of service:	\$1,875.00
After completion of twenty-five (25) years of service:	\$2,475.00

Section 2. Longevity payments shall be made on the nearest possible pay period to the employee’s anniversary date of hire.

**ARTICLE 36
COMPENSATORY TIME**

Section 1. Bargaining unit members may elect to take compensatory time off in lieu of cash payment of overtime, when an employee works in excess of the hours of work set forth in Article 26, Hours of Work/Overtime, of this Agreement. Compensatory time shall be as follows:

- A. Employees earning compensatory time off may bank their time in their compensatory time bank at the rate of one and one-half (1-1/2) hours for each hour of overtime worked.
- B. The maximum hours an employee may bank in their compensatory time bank, shall not exceed two hundred forty (240) hours. All overtime worked that would be in excess of the two hundred forty (240) hours shall be paid in cash at the regular overtime hourly rate of pay, and no additional hours shall be banked until a reduction from the two hundred forty (240) hours maximum has been made.
- C. When an employee has worked overtime and wishes to bank compensatory time, the employee shall notify the Police Chief of the employee's desire to bank compensatory time, and shall determine the amount to be banked. Those hours not banked shall be paid in cash to the employee under the normal overtime payment procedures.
- D. When requesting compensatory time off, requests for vacation and paid holidays will be honored first. Should two (2) or more employees request compensatory time off at the same time (same calendar day), priority of preference shall be given to the most senior employee. The use of compensatory time as time off will be reasonably governed by scheduling considerations. Approval of compensatory time is subject to the same approval requirements as all other benefits, such as vacation leave, except that time limits may be waived if it is deemed by the Chief or his designee to be an emergency situation.
- E. Compensatory time off can be taken off in a minimum of four (4) hour increments.

Section 2. - Record of Compensatory Time. The record of compensatory time shall be submitted to the Township Clerk or his designee with the payroll at the conclusion of the work period in which the overtime is worked. The Township Clerk's or designee's record regarding accumulation of accrued compensatory time and overtime and the use of compensatory time shall be the official record.

Section 3. Bargaining unit members may cash out any unused compensatory time, with a written request submitted to the Police Chief. Payment of unused compensatory time may be submitted for payment in April and October of each year.

ARTICLE 37

WAIVER IN CASE OF EMERGENCY

Section 1 - Suspension of Provisions of Agreement. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Trustees of Brimfield or the federal or state legislature, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

- a. Time limits for management or the Union's replies on grievances; and
- b. All work rules and/or provisions of Agreements or practices directly relating to the assignment of all employees.

Section 2 - Termination of Emergency. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement.

ARTICLE 38
SUCCESSORSHIP

Section 1 - Successors. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 39
DURATION AND EXECUTION

Section 1 - Duration. This Agreement is effective January 1, 2010 and shall continue in full force and effect until December 31, 2012.

Section 37.2 - Execution. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on _____.

FOR BRIMFIELD TOWNSHIP

FOR THE OPBA

Mike Kostensky, Trustee
Brimfield Township

Jeff Perry, Business Agent
OPBA

Charles "Chick" Sprague, Trustee
Brimfield Township

Bill Atha
OPBA Negotiating Committee

Sue Fields, Trustee
Brimfield Township

Jerry Dumont
OPBA Negotiating Committee

David A. Blough
Chief of Police
Brimfield Township Police Department

John N. Barkan, Jr.
Labor Relations Consultant
Brimfield Township