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**AGREEMENT**  
**BETWEEN**  
**OLMSTED TOWNSHIP**  
**and**  
**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**  
**(Part-Time Patrol)**

**Effective: January 1, 2011 to December 31, 2013**

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## **AGREEMENT**

This Agreement is made and entered into by and between the Township of Olmsted, hereinafter referred to as "the Township," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "the O.P.B.A." or "Union."

### **ARTICLE 1 – PURPOSE**

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

### **ARTICLE 2- RECOGNITION**

2.01 For the duration of this Agreement, the Township recognizes the O.P.B.A. as the sole and exclusive collective bargaining representative of the employees covered by this Agreement.

2.02 The members of the bargaining unit covered by this Agreement are all part-time Patrolmen employed by the Township, hereinafter referred to as employees.

2.04 The categories of employees excluded from the bargaining unit are the Chief of Police, Dispatchers and all other Township employees including full-time Patrolmen and Sergeants.

### **ARTICLE 3- AGENCY SHOP -DUES DEDUCTIONS**

3.01 Within thirty (30) days of the execution of this Agreement, all employees in the bargaining unit shall either become dues paying members of the O.P.B.A., or, as a condition of continued employment, remit to the O.P.B.A. a fair share fee in accord with the provisions of Ohio Revised Code Section 4117.09(C). Any newly hired employees in the bargaining unit shall, within sixty (60) days of date of employment, either elect to become members of the O.P.B.A. or remit the fair share fee. As provided in Ohio Revised Code Section 4117.09 (C), nothing in the Article shall be deemed to require any employee to become a member of the O.P.B.A.

3.02 The Employer agrees to deduct O.P.B.A. dues and fees from any employees of the bargaining unit who provides written authorization for a payroll dues and fees deduction. All dues and fees so deducted shall be remitted on a monthly basis to the Ohio Patrolmen's Benevolent Association, 10 Beech Street, Berea, Ohio 44017 or such other address as set from time to time by the O.P.B.A. The Township will provide an accounting of the dues and fees deducted showing the amounts deducted from the pay of each employee. The O.P.B.A. shall indemnify the Township and hold it harmless against any and all claims, demands, suits or other

liability that may arise by reason of any action of the Township in complying with the provisions of this Article.

#### **ARTICLE 4 - NON-DISCRIMINATION**

4.01 The parties agree to continue their policy of non-discrimination as required by applicable law based on sex, race, creed, disability, national origin or age regarding employment, referral for employment, employment advancement, working condition, rates of pay, acceptance into union membership or selection for apprentice openings.

4.02 The use of the male gender in certain clauses of this contract is done for convenience purposes and does not imply any preference to male or female employees.

4.03 The Employer and the Union recognize the right of all employees to be free to join the Union, should they so desire, and to participate in lawful union activities. Therefore, the Employer and the Union agree that there shall be no discrimination by the Employer or the Union against any employee because of Union membership or non-membership.

#### **ARTICLE 5- MANAGEMENT RIGHTS**

5.01 Except to the extent otherwise limited or modified by this Agreement, the Township retains the right and responsibility:

- A. To direct the work of Police Officers.
- B. To determine the mission of the Police Department and the personnel, methods, means and procedures necessary to most efficiently fulfill that mission.
- C. To suspend, discipline or discharge members for just cause.
- D. To take actions as may be necessary to carry out the mission of the Police Department in emergencies.
- E. To hire, promote and demote Police Officers within the powers granted by law.
- F. To recruit, select and determine the qualifications and characteristics of new hires.
- G. To schedule or not schedule overtime as required in the manner most advantageous to the requirement of efficient government operations.
- H. To train or retrain Police Officers as appropriate.

5.02 The Employer retains for itself all rights normally associated with management. Except as specifically abridged by the express terms of this Agreement, and not to be otherwise interpreted as limiting, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees with just cause: 2) determine the number of persons required to be

employed or laid off; 3) determine the qualifications of employees covered by this Agreement; 4) determine the necessity for overtime; 5) make any and all rules and obligations; 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 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, 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 or work, except that police services currently being performed by the bargaining unit will not be contracted out, for the duration of this Agreement, without first negotiating with the Union in good faith.

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

#### **ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE**

6.01 It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the Employer and the Union. The procedures specified in this Article are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances of employees, and to provide the final step in the discipline and discharge procedure set forth in Article 25.

6.02 The term "grievance" shall mean an allegation by the Union, an employee or group of employees (hereinafter sometimes referred to as grievant) that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement or any matters not covered by this Agreement.

6.03 All grievances must be processed at the proper step in order to be considered at the subsequent steps unless the parties agree otherwise in writing.

6.04 A grievance may be withdrawn at any point by submitting a written statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed within the time limits provided shall be considered

6.05 Any grievance not answered by the Employer within the stipulated time limits may be advanced to the next step in the grievance procedure. All time limits on grievances may be extended by mutual consent of the parties.

6.06 A grievance may be brought by the Union or any employee or group of employees covered by this Agreement. Where a group of employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be elected by the group to process the grievance. Each employee who desires to participate shall sign the grievance.

6.07 Any grievance that originates from a level above Step 1 may be submitted directly to the next step or level from which it originated. No grievance can originate at a level subsequent to Step 2 except with express agreement of the parties.

6.08 For the purpose of this Article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and recognized national holidays.

6.09 In the event a step in the grievance procedure is permanently vacant, grievances presented to the vacant step will proceed to the next step, without any loss of time, to be answered by the supervisor next in the grievance procedure.

6.10 All grievances must contain the following information to be considered and must be filed using the grievance form as presented in Appendix A.

- A. Grievant's name and signature;
- B. Grievant's position;
- C. Date grievance was filed in writing;
- D. Date and time grievance occurred;
- E. Location where grievance occurred;
- F. Description of incident giving rise to the grievance;
- O. Specific articles and sections of the Agreement which are implicated; and
- H. Desired remedy to resolve the grievance.

6.11 It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every reasonable effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be used:

#### Step 1: Police Chief

Grievances shall be reduced to writing and presented to the Chief or the Chiefs designee within ten (10) days after the incident giving rise to the grievance, or within ten (10) days after the grievant first knew or, through due diligence, should have known, of the incident.

The Chief, or designee, shall discuss the grievance with the grievant and Union representative and respond to the grievance within ten (10) days after its presentation to the Chief.

#### Step 2: Board of Trustees

If the grievant is not satisfied with the Step 1 decision, or if an employee appeals from an order of discipline or discharge (Article 11, Section 11.3), an appeal may be filed with the Board of Trustees. The appeal must be filed within ten (10) days after receipt of the Step 1 answer. The appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 1 answer is in error. The Board of Trustees shall have ten (10) days in which to schedule a meeting with the grieved employee(s) and the appropriate Union representative. The Board of Trustees shall investigate and respond to the employee(s) and appropriate Union representative within ten (10) days following the meeting.

#### Step 3: Arbitration

If the grievance is not satisfactorily settled in Step 2, the grievance shall be submitted to the Union. The Union will then review the merits of the grievance and decide, no later than fifteen (15) days after the Employer's Step 2 answer was received, whether or not to recommend further appeal. Should the Union decide not to pursue the grievance further, the employee(s) shall be so informed, the grievance will be withdrawn, and the Step 2 decision shall be final and binding. Should the Union decide to pursue the grievance further, the Union may demand that the grievance be submitted to arbitration. A demand for arbitration must be submitted to the Board of Trustees within fifteen (15) calendar days following receipt of the Step 2 answer. The arbitration of discipline and discharge cases shall be governed by the procedures set forth in Article 11. The arbitration of grievances will proceed under the following guidelines:

- A. Upon submission of a demand for arbitration, the appealing party shall, within ten (10) days after presenting the demand for arbitration, request from the Federal Mediation and Conciliation Service (FMCS) a list of fifteen (15) impartial American Arbitration Association rated arbitrators. The parties shall prepare an agreement outlining the specific issues to be determined by the arbitrator, but this shall not remove the ability to proceed if the parties do not agree. The parties shall meet to select an arbitrator within ten (10) days from the date the list is received. The parties shall use the alternative strike method from the list of fifteen (15) arbitrators submitted by the A.A.A.
- B. The arbitrator shall hold the arbitration promptly and issue a decision within thirty (30) days thereafter. The arbitrator shall strictly limit the decision to the interpretation, application, or enforcement of the Agreement. The arbitrator's decision shall be consistent with applicable law. The arbitrator has no authority to add to, subtract from, modify, change, or alter any provision of this Agreement. The arbitrator is expressly confined to the precise issue submitted for arbitration and shall have no authority to determine any issues not so submitted, or to submit observation or declarations of opinion which are not directly essential to reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which the grievance was filed or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.

The question of arbitrability of a grievance may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will then proceed on the merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the employees, and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be split equally by the Union and the Employer. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

#### **ARTICLE 7 - NO STRIKE/NO LOCKOUT**

☐ O.P.B.A. agrees that they will not directly or indirectly call for, instigate, stage a strike or any other type of concerted job action by police officers during reement.

☐ O.P.B.A. agrees to prevent and/or actively seek cessation of any type of tion by a member or members of the bargaining unit.

☐ Township agrees not to lock out the O.P.B.A. during the term of this

#### **ARTICLE 8 - LABOR/MANAGEMENT COMMITTEE**

the interest of sound labor/management relations, unless mutually agreed each calendar quarter on a mutually agreeable day and time, the Chairman of the 's, and the Police Chief shall meet with not more than one (1) representative of t to discuss issues of mutual labor/management interest.

the purpose of such meeting shall be to: (1) notify the O.P.B.A. of changes made ief which affect the bargaining unit, (2) disseminate general information of rties, (3) discuss ways to increase productivity and efficiency; and (4) to iss health and safety matters relating to employees.

## **ARTICLE 9 – UNIFORM ALLOWANCE**

9.01 Effective January 1, 2011 each bargaining unit employee shall receive a maximum uniform allowance of four hundred fifty (\$450.00) dollars. New hires shall receive an initial allowance of four hundred and fifty (\$450.00) dollars.

9.02 Required uniforms shall be purchased by the employee and reimbursed by the Township in the pay period following submission of the receipts to the Chief of Police or his designee for approval. In the alternative, the Township can set up accounts at stores whereby employees can purchase required uniforms on account.

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

## **ARTICLE 10- CORRECTIVE ACTION**

10.01 No employee shall be suspended, removed, or reduced in pay or position or disciplined in any manner except for just cause.

10.02 Discipline will be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

10.03 Whenever the employer and/or his designee determine that there may be cause for a Union employee to be disciplined (i.e., reprimanded, suspended, reduced, or discharged), a pre-disciplinary conference will be scheduled to give the Union employee the opportunity to offer an explanation for the alleged conduct. The pre-disciplinary conference procedure shall be as follows:

- A. The employee shall be provided with a written notice of the charges and the date, time, and location of the hearing. Such notice shall be given to the employee at least seventy-two (72) hours prior to the time of the hearing.
- B. The hearing shall be conducted by the Chief of Police.
- C. The affected employee(s) may have a Union representative present at any such pre-disciplinary conference, the cost of which shall be borne by the employee.
- D. Pre-disciplinary conferences shall be held whenever possible. During the employee's scheduled duty time, said employee shall remain in paid status for the duration of the conference.
- E. Within ten (10) calendar days after the hearing, the Chief of Police shall provide the employee with a written statement affirming or disaffirming the

charges based on the relative strength of the evidence presented at the hearing. The Chief of Police will also decide the appropriate discipline and information the employee in his written statement.

- F. The parties agree that polygraph tests or other forms of mechanical truth detection shall not be used as evidence, nor can such devices be administered by the Employer.

10.04 Prior to the scheduled time of the pre-disciplinary conference, the employee may waive his/her right to such a conference by signing the "Waiver of Pre-Disciplinary Conference" Form (Appendix B).

10.05 If the Union employee believes that an error has been made, either in the decision of the Chief of Police, or in the discipline imposed, the employee may appeal pursuant to the following guidelines:

#### Step 1: Board of Trustees

If the employee is dissatisfied with the result of the pre-disciplinary conference, or has waived such conference, and has received an order of suspension, dismissal or reduction in rank, he may appeal such order to the Board of Trustees within ten (10) calendar days following receipt of the decision in the predisciplinary hearing. The appeal shall be in writing, shall include a copy of the predisciplinary conference determination, and shall specify the reason why the charged party believes the predisciplinary hearing decision is in error. The Board shall have ten (10) days in which to schedule a hearing with the charged employee and the appropriate representative. The Board shall investigate and respond to the grievant and the appropriate Union representative within ten (10) days following the meeting. The charged party will have the opportunity to be represented and to present any evidence or testimony. The Board will have the authority to amend, modify, or dismiss the charges and/or disciplinary action.

#### Step 2: Arbitration

If the charged party is dissatisfied with the Step 1 determination, the member's representative may make a written request that the matter be submitted to arbitration. The written request must be accompanied by proof from the Union representative that the Union has reviewed the Step 1 decision and that the appeal to Step 2 is being taken in good faith. A request for arbitration must be submitted to the office of the Board of Trustees within ten (10) calendar days following the date of receipt of the Board of Trustees' ruling. In the event the appeal is not referred to arbitration within the limits prescribed, it shall be considered resolved, based upon the Board of Trustees' determination.

The arbitration procedures are as follows:

- A. Upon submission of a demand for arbitration, the appealing party shall, within ten (10) days after presenting the demand for arbitration, request a list of fifteen (15) impartial American Arbitration Association rated

arbitrators from the Federal Mediation Commission Service (FMCS). The parties shall prepare an agreement outlining the specific issues to be determined by the arbitrator, but this shall not remove the ability to proceed if the parties do not agree. The parties shall meet to select an arbitrator within ten (10) days from the date the list is received. The parties shall use the alternative strike method from the list of fifteen (15) arbitrators submitted by the F.M.C.S.

The arbitrator shall hold the arbitration promptly and issue his decision within thirty (30) days thereafter. The arbitrator shall limit the decision strictly to the charges in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement or any other duly-enacted ordinance, rule, regulation, or lawful order of the Chief of the Police Department, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is properly within the limitations expressed herein. The arbitrator is expressly confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the disciplinary action in question. In cases of demotion, discharge or suspension, the arbitrator shall have the authority to modify the discipline imposed.

The question of arbitrability of a disciplinary matter may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the disciplinary matter is within the purview of arbitrability, the alleged matter will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the employee, the Union and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be equally divided. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

For the purpose of this Article, days shall be defined as consecutive days, Sundays, and holidays as defined herein.

If any step in the disciplinary procedure is vacant, appeals presented to the next step, without any loss of time.

10.08 The parties agree that all disciplinary procedures shall be carried out in a private and in a business-like manner.

10.09 Records of disciplinary action shall cease to have focus and effect or be considered in future discipline matters under the following time frames:

Written reprimands	12 months
Suspensions of less than three (3) days	24 months
Suspensions of three (3) days or more	36 months

Provided, however, that written reprimands shall be removed from consideration after the conclusion of the twelve (12) month period only if there are no other records of disciplinary action of any kind within that time period. Records of disciplinary action involving suspensions shall be removed at the conclusion of the appropriate time period provided that no other suspension has occurred within that time period. A record of suspension shall not remain for future consideration past its limitations period because of the inclusion of a subsequent written reprimand.

10.10 It is the goal and policy of both the Employer and the OPBA to recognize and respect the constitutional rights of all persons. In that regard, any disciplinary action taken as a result of, or arising from, violation of the rights of any person as guaranteed by the constitution or laws of the united states shall be permanently subject to consideration in future disciplinary actions involving similar violations of any person's rights. However, if the employee is subsequently exonerated by a court of law or a neutral arbitrator in a criminal or civil action, or arbitration, regarding an alleged violation of a person's constitutional rights, such record of disciplinary action shall be removed from future consideration forthwith and the file thereafter will indicate that the Union employee has been exonerated.

#### **ARTICLE 11 - INTERNAL INVESTIGATION**

11.01 Any citizen alleging a wrongdoing on the part of an employee of the bargaining unit will be asked to sign a complaint form.

11.02 If a bargaining unit employee is required to submit a written report, based on a signed complaint or corroborative evidence, he/she is entitled to an O.P.B.A. representative, if requested by the bargaining unit employee, prior to submission of the written report.

11.03 A bargaining unit employee who is questioned as a suspect in an internal investigation ordered by the Chief of Police or his designee shall be advised of the nature of the internal investigation prior to such questioning.

11.04 Questioning or interviewing of a bargaining unit employee in the course of an internal investigation will be conducted at hours reasonably related to a shift unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

11.05 Should said questioning and interviewing be conducted during hours other than the officers regularly scheduled shift, the officer shall receive compensatory time at the appropriate rate, with a four (4) hour minimum.

11.06 Interrogations conducted in the course of an internal investigation shall be recorded. The bargaining unit member or members under investigation will be afforded the opportunity to listen to and make personal notes regarding such tape. A copy of the tape or transcript, if such is made, will be provided to the member, if he so requests.

11.07 A bargaining unit member (and his attorney, when one is involved) who is charged with violating Rules and Regulations, shall be provided access to transcripts, records, tapes or written statements, and video tapes. The request for such access shall be made to the Chief of Police or his designee by the individual officer or his designated representative. Such access shall be reasonably provided in advance of any hearing.

11.08 After submission of a written report, the bargaining unit member shall be permitted to be represented by an O.P.B.A. representative, in any subsequent investigative meeting, unless union representation is waived by the member.

11.09 Upon request, a member will be afforded an opportunity to review written documents that he has previously submitted or any documents that he had in his possession at the time of the investigation and shall be afforded a reasonable time to examine said documents.

11.10 No officer shall be ordered to submit to a blood test, breathalyzer test, or any other test to determine the presence of alcohol or narcotics in the blood, breath or other bodily fluid without an articulable suspicion that drugs or alcohol are being used.

11.11 Before a member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be made the basis for such charge.

1. A bargaining unit member being investigated for criminal activity shall be advised of his Constitutional Rights as provided by Law and shall be afforded those rights, if he chooses to exercise them.

2. It is understood that no officer will be charged with insubordination once he/she is advised of their Constitutional Rights and the refusal to answer questions is based on the exercise of such rights.

3. If a bargaining unit employee is required to submit a written report, he shall be advised of the reason for such report, and the officer shall be required to submit a detailed statement.

a. Once a bargaining unit employee has made his initial written reply which results in a question of potential criminal activity, the officer shall not be deprived of his Constitutional Rights to remain silent and/or disciplined in the exercise of those rights.

11.12 Evidence obtained in the course of an internal investigation through the use of administrative pressure, threats, coercion, or promises shall not be admissible in any subsequent criminal action or hearing.

1. A lawful order shall not be construed as administrative pressure, threats, coercion, or promises.

11.13 In the event that disciplinary action is taken against an employee, the employee shall have the right to request the presence of an O.P.B.A. representative when such action is taken. The O.P.B.A. will be informed of all disciplinary actions and shall have the right to be present at the administration of any disciplinary action.

11.14 Complaints against a bargaining unit employee, anonymous or otherwise, when determined to be unfounded by the Chief or designee shall not be included in any personnel file of the officer unless contrary to law, and may not be used in any subsequent disciplinary procedure. The original complaint and all copies shall be returned to the bargaining unit employee against whom the complaint was alleged. If Ohio Public Records Law requires that the charge remain in the personnel file, the member may attach to it a document stating that the charge was unsupported.

11.15 If any of these procedures are alleged to be violated, such allegations shall be subject to the grievance procedure at Step 3.

#### **ARTICLE 12 - PROBATIONARY PERIODS**

12.01 Newly hired employees shall serve a probationary period of one (1) year from date of hire. Employees who are disciplined or discharged during the probationary period have no right of appeal through any procedure contained in this Agreement.

#### **ARTICLE 13- WAGES**

13.01 Effective January 1, 2011, all employees shall be paid in accordance with the following schedule:

Police Officer (0.1 yr.)	\$ 15.14/hr.
Police Officer (1 .2 yrs.)	\$ 15.95/hr.
Police Officer (2 + yrs	\$16.76/hr.

13.02 Effective January 1, 2012, all employees shall be paid in accordance with the

13.03 Effective January 1, 2013, all employees shall be paid in accordance with the following schedule:

Police Officer (0.1 yr.)	\$15.52/hr.
Police Officer (1 .2 yrs.)	\$16.35/hr.
Police Officer (2 + yrs)	\$ 17.18/hr.

#### **ARTICLE 14 – LAYOFF AND RECALL**

14.01 In the event that the Township decides to layoff the part-time employees of the bargaining unit because of lack of work, lack of funds, or consolidation or abolishment of functions, or the Employer determines it necessary to reduce the size of its work force; such reduction shall be made in accordance with the provisions set forth.

14.02 Employees within the affected job shall be laid off according to their seniority with the least senior being laid off first. Seniority will be based on the date of hire as a part-time patrol officer.

14.03 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain their right to recall for eighteen (18) months from the date of his layoff. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within ten (10) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

14.04 Employees scheduled for lay-off shall be given a minimum of fourteen (14) days advance notice of layoff.

#### **ARTICLE 15 – OVERTIME**

15.01 All part-time police officers will be paid overtime for all work in excess of forty (40) hours per week. A week is defined as 12:01 a.m. on Monday to midnight on the following Sunday.

#### **ARTICLE 16 - OBLIGATION TO NEGOTIATE**

16.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations 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.

16.02 Therefore, 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, or with respect to any subject or matter not specifically referred to or covered in this Agreement. even though such subjects or matters may not have been within the knowledge

of contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

**ARTICLE 17 - CONFORMITY TO LAW**

17.01 This Agreement shall be subject to and subordinate to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

17.02 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 but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

**ARTICLE 18 - TERM**

18.01 The Agreement shall be in effect for an initial period commencing July 1, 2011, and ending December 31, 2013. Both parties agree to commence negotiations at least sixty (60) days, but not more ninety (90) days prior to the terminations date of this Agreement.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto affix their signatures on this 28 day of June, 2011.

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_  
\_\_\_\_\_  


\_\_\_\_\_  
\_\_\_\_\_  
