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K27601

# A COLLECTIVE BARGAINING AGREEMENT

**BETWEEN**

**THE FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.**

**AND**



**PERKINS TOWNSHIP**

**(Lieutenants, Sergeants, Patrolmen and Dispatchers)**

**EFFECTIVE: November 1, 2010  
EXPIRES: October 31, 2013**

**AS PREPARED BY:**

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## **PREAMBLE**

This agreement made and entered into at Perkins Township, Ohio, by and between the Board of Trustees of Perkins Township as employer, hereinafter referenced to as "Employer", and Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as "Union."

Whereas both of the parties to this agreement are desirous of reaching an amicable understanding with respect to the Employer-employee relationship which exists between them and entering into an agreement specifying rates of pay, hours of work, and conditions of employment, the following is agreed to.

It is understood that this agreement is a multiple unit agreement, entered into voluntarily by the parties and that no future obligation exists that would require the parties to bargain with these in separate negotiations.

All articles of this agreement shall cover all classifications within the three (3) bargaining units unless otherwise excluded by the specific language within a specific article.

## **ARTICLE 1**

### **RECOGNITION**

**SECTION 1.** The Employer recognizes the Union pursuant to 84-VR-04-0837; 84-VR-04-0836; 84-RC-06-1448; 89-REP-11-0237 and 90-REP-03-0042 as the exclusive representative for full-time employees of the Perkins Township Police Department, for the purpose of collective bargaining with the Employer on questions concerning wages, hours of work, and other conditions of employment. Wherever used in this Agreement, "bargaining units" shall be deemed to include those individuals employed full-time by the Employer in the classifications of Dispatchers (unit 1), Patrol Officers (unit 2), and Sergeants and Lieutenants (unit 3).

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

**SECTION 1.** Except as may be specifically limited within this agreement, the Employer retains the right and responsibility to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy, such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
- B. Direct, supervise, evaluate, or hire employees.

- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the Employer as a unit of government.
- H. Effectively manage the work force.
- I. Take actions to carry out the mission of the public Employer as a governmental unit.
- J. Promulgate reasonable work rules and regulations.

**SECTION 2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as provided by law shall remain the function of the Employer.

### **ARTICLE 3**

#### **UNION/BARGAINING UNIT BUSINESS**

**SECTION 1.** The Union will elect one (1) employee to be designated the coordinator. The authorized functions of the coordinator and an alternate who shall act in the coordinator's absence, are as follows:

- A. Attendance at Labor-Management meetings.
- B. Posting of FOP and Union notices on bulletin boards.
- C. Representing the Union in investigating and processing grievances beginning at Step 3 of the grievance procedure.
- D. Notifying the Employer of the Union's intention to invoke any steps of the grievance procedure beyond step 3, including grievance and arbitration.
- E. General supervisory review of grievances.
- F. Acting as liaison between the Employer and the Union.

The coordinator shall be released from his normal duty hours to attend functions listed as A, C and F above. Release shall be predicated upon the coordinator giving prior notice to the Chief of the general function he will attend to and the approximate time necessary to accomplish his purpose. The Chief may limit or refuse to grant release time if he has reasonable grounds to allege abuse of release time by the coordinator. In no event will the coordinator receive overtime pay to conduct Union business or to process grievances.

**SECTION 2.** Reasonable provisions shall be made by the Employer so that bargaining unit members selected as representatives on the negotiating committee and scheduled for any duty may be carried on special assignment, for the entire assignment shift, in order that they might participate in negotiating sessions. Upon approval of the Chief of Police, or his designee, time off may be allowed for each member of the negotiating committee up to eight (8) hours each week.

**SECTION 3.** The Employer shall make reasonable provisions for authorizing vacation leave, compensatory time, or personal time for employees to attend Union or FOP functions. The Union may utilize the aforementioned provisions by having the coordinator notify the Chief of Police of the need to use such leave no later than five (5) days prior to commencement of said leave and provided no more than two (2) members are designated for said leave at any given time.

#### **ARTICLE 4**

##### **NON-DISCRIMINATION**

**SECTION 1.** The parties agree that neither the Employer nor the Union shall discriminate against an employee because of his membership or non-membership in the Union or his participation in activities herein prescribed.

**SECTION 2.** The Employer and the Union agree that they shall not discriminate against an employee on account of race, color, creed, religion, sex, age, political affiliation or handicap.

**SECTION 3.** Where there is an alleged violation of the provisions of this article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission, the Ohio Civil Rights Commission or the Union will process such a grievance. If the grievance procedure, up to and including arbitration, has not been completed, and the grievant files a charge based on the same incident(s) with one of the agencies listed above, the Union agrees to suspend the grievance process until the administrative agency has made a determination in the matter. Once the agency's determination has been made the Union must notify the Employer of its intent to proceed with the grievance within fifteen (15) days of its receipt or twenty-one (21) days from the date of the decision, whichever is longer. If no such notice is given the grievance will be considered resolved.

**SECTION 4.** All references to employees in this agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

## ARTICLE 5

### DISCIPLINE

**SECTION 1.** No employees shall be reprimanded, reduced in pay or classification (position), suspended, discharged or removed or otherwise disciplined, except for just cause. This Section shall not apply, however, to non-bargaining unit employees who have not yet served their full probationary term as provided in Article 9, Sections 1 and 3.

**SECTION 2.** Discipline will be applied in a corrective, progressive and uniform manner insofar as possible. Nothing in this article prohibits the immediate imposition of discipline which is non-progressive in nature. All 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.

**SECTION 3.** Whenever the Employer and/or its designee determines that there may be cause for an employee to be disciplined, which may result in a loss of pay, reduction in rank, or discharge, the Employer shall provide the employee with formal written charges within 20 days after the Employer learns of the employee's conduct, and a pre-disciplinary conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged misconduct.

**SECTION 4.** Prior to the scheduled time of the conference the employee may waive the right to the conference. Any employee who waives the right to the conference may not grieve the imposition of discipline in the matter for which the conference was scheduled, unless such written waiver is presented to the Employer at least twenty-four (24) hours in advance of the hearing.

**SECTION 5.** Following the imposition of discipline, any employee receiving an order of reduction, suspension or dismissal may appeal such order by the grievance procedure, Article 6.

**SECTION 6.** The parties agree that all disciplinary procedures shall be carried out in a private and business-like manner.

**SECTION 7.** Disciplinary action shall cease to have force and effect or be considered in any future discipline matters after twenty-four (24) months, provided there are no intervening disciplinary actions. Oral or written reprimands shall cease to have force and effect or be considered in future disciplinary matters after twelve (12) months if there are no intervening disciplinary actions. All outdated discipline actions shall be removed from the employee's personnel file by written request of the employee.

**SECTION 8.** If the Employer has probable cause to believe that an employee is under the influence of drugs or alcohol during work time or on work premises, the Employer may order the employee to take a medical exam or blood test to determine whether or not he is impaired.

**SECTION 9.** Any employee on suspension shall be prohibited from all extra duty jobs during the period of such suspension.

## ARTICLE 6

### GRIEVANCE PROCEDURE

**SECTION 1. Grievance Defined/Time Limits for Filing.** The grievance procedure is intended to provide a system for fair, expeditious and orderly adjustments of disputes between employees and the Employer. The term "grievance" shall mean an allegation by an employee or a representative of management that there has been a breach, misinterpretation or improper application of the agreement or disciplinary action. All matters contained in this contract are proper subjects for the grievance process. The following matters shall constitute a grievance within the system:

1. Dispute concerning the application or interpretation of the contract, unsafe or unhealthy conditions and disciplinary actions.
2. A grievance may be brought by one or more aggrieved members who may be represented by the Union. A grievance that affects all members, or all members of one rank or grade, may be initiated by the Union and submitted at step 3.

To be considered valid, a grievance shall be initiated within seven (7) calendar days of when the employee knew or should have known of the events giving rise to the grievance.

**SECTION 2.** An employee shall have the right to present grievances and have them adjusted without the intervention of the Union or its representatives as long as the adjustment is not inconsistent with the terms of this agreement. The Union must be notified of all grievances which are filed and the scheduling of any grievance meetings. A grievance may be brought by one (1) or more employees of the unit, who are similarly affected by a condition or incident. In the event there are multiple grievants, one employee shall be selected to process the grievance, however, all employees who wish to be considered as grievants shall sign the grievance form. A grievance that affects all employees, or all employees in one bargaining unit or of one rank or class may be submitted at the appropriate step. The Union reserves the right to approve all settlement agreements for conformity with this agreement

### **SECTION 3. Grievance Steps.**

**STEP 1.** The action which caused the alleged grievance must be identified and reported to the Employer and the Union within seven (7) days of the event that gave rise to the grievance. The grievant, Executive Officer and a Union representative, if the grievant so desires, shall discuss the issue and the Executive Officer shall have seven (7) days to make any investigation necessary and respond to the grievant.

**STEP 2.** If the grievance is not settled to the satisfaction of the grievant, the grievance must be reduced to writing and within seven (7) days the grievance must be submitted to the Chief of Police. The department head shall have seven (7) days to consider the grievance and make whatever investigation he deems necessary and schedule a meeting to discuss the grievance with the grievant and the Union representative. The Chief of Police shall make a written response to the grievant within five (5) days of the grievance meeting or the filing of the grievance, whichever is longer.

**STEP 3.** If the grievance is not settled at Step 2 the grievant shall have seven (7) days to refer the grievance to the Board of Trustees. The Employer, or its designee will, within twenty (20) days, schedule a meeting with the grievant, the Union representative and any other concerned party. The Employer has seven (7) days to respond following the meeting.

**STEP 4. Arbitration.** If the grievance remains unresolved the Union may, within fourteen (14) days, appeal to arbitration by serving notice of the intent to arbitrate with the Employer. Within ten (10) days of the receipt of the notice of the intent to file a grievance the Employer and the Union shall by joint letter solicit a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list of arbitrators, the Union and the Employer shall each strike three (3) names. The first strike shall be made by the party requesting arbitration. The arbitration hearing shall be scheduled as soon as possible based on the availability of the arbitrator and the wishes of the party. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The arbitrator shall not have the authority to add to, subtract from, change or alter the provisions of this agreement. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing. The arbitrator will have the authority to decide whether the dispute is arbitrable.

The arbitrator shall reduce his decision to writing and state the reason(s) for the decision. All decisions of the arbitrator are final and binding.

**SECTION 4.** All fees for witnesses shall be borne by the side which called the witness. Fees of a court reporter shall be borne by the party(s) which requested the reporter. All other costs shall be borne equally.

**SECTION 5. Grievance Contents.** All grievances must contain the following information and must be filed using a form mutually agreeable to the parties.

1. The employee's name and signature.
2. The grievant's classification.
3. Date grievance was first discussed and the name of the supervisor with whom the grievance was first discussed.
4. Date the grievance was filed in writing.
5. Date, time and location where the grievance occurred.
6. A description of the incident giving rise to the grievance.
7. Specific articles of the agreement violated.
8. Desired remedy.

**SECTION 6. Days Defined.** For the purpose of this agreement, days shall be week days (Monday through Friday, excluding holidays) and shall not include the date the grievance was filed at each step. Failure of the Employer to act within the time limits shall be cause for the employee(s) to submit the grievance to the next higher step. Failure of the employee to act within the time limits shall be cause to consider the grievance null and void and/or settled. Time limits, as outlined in this article, may be waived by mutual written agreement. A grievance can be withdrawn at any time prior to the arbitration hearing. Copies of all written documents shall be forwarded to the Union Coordinator and the office

of the Clerk of the Township. The Labor Council Coordinator or a grievance representative shall, if the grievant desires, be present at any interviews the Employer has with the grievant to discuss the grievance. Verbal and written reprimands cannot be taken to arbitration.

## **ARTICLE 7**

### **WORK RULES**

**SECTION 1.** The Employer agrees that its procedures, rules regulations, or directives affecting or controlling members shall be reduced to writing and shall be provided to all members in advance of enforcement. The Employer further agrees that no changes shall be made in any procedures, rules, regulations, or directives, or new procedures, rules, regulations, or directives affecting or controlling members promulgated, without notification to the Union. Furthermore, the Employer agrees to and shall furnish each member a copy of each new or amended procedure, rule, regulation, or directive at least fifteen (15) days before its effective date.

**SECTION 2.** All newly hired employees shall be required to submit to drug screen testing as a condition of employment. Any employee involved while on duty in a motor vehicle accident with a third party, or which causes injury to any person, or causes property damage in excess of \$500.00, or if directed by the Officer in Charge, shall be required to submit to drug and alcohol testing within two (2) hours after such accident where practical. When there are circumstances that make it impractical to be tested within two (2) hours, the drug and alcohol testing shall be done within four (4) hours from the time of the accident. All employees are required to submit to random drug testing upon 24 hours notice in advance. Any employee who refuses to submit to drug and alcohol testing following a motor vehicle accident or when randomly selected for such testing, and any employee who tests positive for illegal or prescription mood altering drugs, shall be subject to discipline, which may be non-progressive, in accordance with Article 5.

## **ARTICLE 8**

### **SENIORITY**

**SECTION 1.** For purposes of this agreement, an employee's seniority shall be determined by the latest date of full-time employment as an employee of the Perkins Township Police Department.

**SECTION 2.** An employee's seniority shall end and he shall lose reemployment rights except as otherwise stated in this agreement when:

1. He voluntarily quits.
2. He is terminated.
3. He does not return within fourteen (14) days from receipt of a notice of recall.
4. He is on layoff in excess of twenty-four (24) months.
5. He retires after attaining eligibility to receive benefits as a result of years of service and years of age.
6. If the Employer appoints a person from the bargaining units to a fiduciary position, he will not lose his seniority rights for sixty (60) days, if the individual returns to the unit. One such transfer is permissible per person.

## ARTICLE 9

### PROBATIONARY PERIOD

**SECTION 1. New Hires.** Every newly hired full time employee, including rehired employees or employees hired from another police department, shall be required to successfully complete a probationary period. The probationary period for newly hired employees shall begin on the first day for which the employee receives compensation from the Employer, and shall continue for a period of three hundred sixty-five (365) calendar days. Time served as a part-time employee of the Perkins Township Police Department shall not be counted toward the probationary period. A newly hired probationary employee may be terminated any time during his probationary period with or without a disciplinary hearing and shall have no appeal over such removal or right to grieve or take such termination to arbitration.

**SECTION 2. Promotions.** A newly promoted employee shall be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of ninety (90) calendar days. A newly promoted employee may be returned to his former position any time in the first half of his probationary period. An employee who evidences unsatisfactory performance may be returned to his former position at any time during the second half of his probationary period, and may grieve such return only to the third step of the grievance procedure. Nothing herein shall be construed to preclude the Employer from terminating or otherwise disciplining such an employee under appropriate circumstances.

**SECTION 3. Extension of Initial or Probationary Period.** Any probationary period may be extended for an additional sixty (60) days. Such extension is subject to the grievance procedure. The Employer shall notify the Union in writing of any extension of the probationary period along with written documentation for the extension of the probationary period.

## ARTICLE 10

### VACANCIES/PROMOTIONS

**SECTION 1.** The Employer shall post notice of job vacancies for a period of seven (7) days, setting forth the job description, qualifications and base salary. Applicants for a sergeant's vacancy must be a Class A Patrolman and have served at least three (3) years total as a Road Patrol Officer. Applicants for higher classification must have served one (1) year in the next lowest rank.

**SECTION 2.** The Employer shall furnish the Union Coordinator with a copy of the notice. The notice shall state the expected period of assignment. Qualified members may apply within the posting period. Qualified applicants for the vacant position will be considered based upon the following criteria:

1. Interviews of applicants, which shall include consideration of such areas as work experience; education and related training; additional education, skills or abilities; and job performance and satisfaction
2. Test results if applicable.

**SECTION 3.** The foregoing criteria will be considered to be of equal importance to determine which applicant is best qualified to perform the job duties of the position set forth in the position classification specification.

**SECTION 4.** All applicants who have completed the application form will be evaluated, provided they meet the minimum qualifications. The qualified applicants will be interviewed by the Employer and/or his designee(s) within fourteen (14) days after the posting is completed.

**SECTION 5.** The Employer will not consider any applications filed after the seventh (7<sup>th</sup>) working day of the posting, including the day of the posting.

**SECTION 6.** All newly hired or promoted employees will be required to satisfactorily complete the required probationary period as set forth in Article 9.

## **ARTICLE 11**

### **REDUCTION IN FORCE**

**SECTION 1.** The Union recognizes the right of the Employer to make necessary reductions in the numbers of the work force. Whenever it becomes necessary to reduce said force, the Union and any employees so affected shall be advised fourteen (14) days in advance.

**SECTION 2.** The Employer agrees that reduction in force shall be according to reverse order of seniority as defined in this agreement, and that any seasonal employees will be laid off prior to any reduction in force of full-time employees covered by this Agreement.

**SECTION 3.** The Employer agrees that it will not hire a new employee or any seasonal employee during the time a member is laid off. Any laid off employee who signs a list requesting that he be called for available work with four (4) hours notice shall first be called for such work before part time employees, and only if all laid off employees on that list decline to report for duty will part time employees then be called in to work. Further, the Employer will not use its part time work force for more than one and a quarter (1.25) hours per week more than such work force had worked on average during the four (4) weeks immediately prior to notification to the Labor Council of the lay-off of any employee.

**SECTION 4.** Employees who are laid off shall be called back in the reverse order of their lay-off.

**SECTION 5.** Notwithstanding any other provision of this agreement, members shall not lose seniority status while laid-off and seniority shall continue to accumulate during the lay-off period.

## ARTICLE 12

### SICK LEAVE

**SECTION 1.** Each employee shall be entitled to 4.6 hours of sick leave with pay for each eighty (80) hours in active pay status. Accumulated sick leave will be debited the actual hours absent from work due to illness or injury. Hours absent from work due to job related illness or injury shall not be deducted from accrued sick leave.

**SECTION 2.** An employee eligible for sick leave shall be granted such leave with full pay and benefits for the following reasons:

- A. Personal illness or physical incapacity;
- B. Illness of an immediate family member requiring the member's personal care and attendance;
- C. Enforced quarantine of the member in accordance with community health regulations;
- D. Death of a member of the immediate family;
- E. Pregnancy of the employee, and/or child birth and other conditions related thereto; and
- F. If a member of the immediate family needs care which must be provided by the employee, the employee must provide a physician's slip in order to be eligible for sick leave usage.

**SECTION 3. Evidence Required For Sick Leave Usage.** The Employer may require an employee to furnish a standard, written signed departmental leave slip explaining the nature of the illness, to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, up to and including dismissal.

**SECTION 4. Notification by Employee.** An employee who is ill or injured and unable to report for duty shall notify the Chief or his designee prior to scheduled duty time, unless the seriousness of the illness or injury precludes that action. The employee shall advise the responsible authority of the nature of the illness or injury and of the duration if known.

**SECTION 5. Abuse of Sick Leave.** Employees failing to comply with sick leave rules and regulation shall not be paid and may be subject to disciplinary action. An employee on sick leave shall be prohibited from all extra duty jobs. If the Employer has reason to suspect that a pattern of sick leave abuse exists, the Employer shall inform the employee in question and the Union Coordinator of the suspicion and the reason for the suspected sick leave abuse. If the employee continues to exhibit the same pattern of sick leave use and does not furnish a physician's statement concerning the illness(es), then the employee may be subject to the discipline procedure.

**SECTION 6. Physician Statement.** If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the employer that the employee was unable to perform his duties. When the employee is absent for three (3) or more consecutive scheduled work days due to illness, the employee shall be required to

furnish a statement from a license physician notifying the employer that the employer that the employee was unable to perform his duties.

**SECTION 7. Physician's Examination.** The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Employer. When presented with a demand signed by the employee or both the employee and the Union, the Employer shall disclose in writing the circumstances leading up to the Employer's decision to require an examination. It is understood by all parties that such a demand and response are to be held in strict confidence and do not constitute publication. If the employee disagrees with the decision of the professional to whom he has been sent, he may seek a second opinion from a professional of substantially equal credentials and licensure, the cost of which will borne by the employee. If the two opinions are in substantial disagreement the two professionals so rendering those evaluations must mutually agree upon a third professional of substantially equal credentials and licensure whose opinion shall be final and binding . The costs of the third opinion will be borne equally between the employee and the Employer.

**SECTION 8. Documentation Upon Sick Leave Usage.** Any employee who is on sick leave must provide the proper documentation prior to return to work. This documentation shall consist of a complete departmental leave slip, and a physician's slip if required by this article. The proper documentation must be turned in to the Officer In Charge (O.I.C.) prior to the start of the shift. Failure to turn in the proper documentation will result in the absence becoming unapproved, with loss of pay by the employee for the days in question.

**SECTION 9. Bereavement Leave.** The employer shall grant bereavement leave of two days with pay in the event of the death of a member of the immediate family of an employee. The immediate family is defined as spouse, parents, parent-in-law, step-parent, child, step-child, brothers or sisters or their spouses, aunts, uncles, nieces, nephews, grandparents, or relative living in the same household. Employees may use two days of accumulated sick leave for bereavement leaves in excess of two days. Written notice from a funeral home of the death for which an employee seeks bereavement leave or a published obituary identifying the employee as a relative shall be provided to the Employer.

## ARTICLE 13

### JOB RELATED ILLNESS OR INJURY

**SECTION 1.** An employee off duty due to a work related injury or illness, as determined by a medical doctor, shall receive his full base salary for a maximum of one hundred eighty-two (182) calendar days, payable at regular payroll periods. Such payments shall be considered an advance to the employee who shall return to the Employer all Temporary Total Disability payments received from the Bureau of Worker's Compensation for said one hundred eighty-two (182) calendar day period.

**SECTION 2.** Full pay and benefits include all raises the employee would have been entitled to or if on active duty status.

### **SECTION 3.**

- A. An employee, receiving pay and benefits under the provisions of Section 1, shall, at the direction of the Employer, submit to a medical examination conducted by a physician of the Employer's choice, who shall report the results of the examination and his opinion of the employee's ability or inability to perform his normal duties. All costs of an examination conducted at the direction of the Employer shall be borne by the Employer. Refusal of an employee to submit to an examination as provided in this section shall be cause for the Employer to discontinue payments as provided in Section 1.
- B. An employee directed by the Employer to return to duty as the result of the aforementioned examination shall be given five (5) calendar days notice. The employee may, on the advice of his personal physician, refuse to report for duty. The employee shall furnish the Employer written documentation from his personal physician so advising him not to return to duty.
- C. In the event the Employer's physician and the employee's personal physician fail to concur regarding the employee's ability to report for duty, each party shall request their physician to select a third physician specializing in the treatment of the employee's injury or illness, who shall examine the employee and report to each party his opinion concerning the employee's ability to perform his normal duties. Costs of this examination shall be borne equally by the Employer and the employee.
- D. An employee directed by the Employer to report for duty as the result of the Independent examining physician's report shall be given three (3) calendar days' notice to report. The employee may, on advice of his personal physician with a written copy furnished to the Employer, refuse to report for duty. Upon such refusal to report, the Employer may discontinue payments as provided in this Article from the date notice was given to report for duty, and any continued absence shall be charge to the employee's accumulated sick leave and then to other accumulated leave.

**SECTION 4.** An employee absent due to a job related illness or injury shall be entitled to reinstatement at rank held at time of such illness or injury and at the base salary for that rank which is in effect at the time of the reinstatement.

**SECTION 5.** If a Worker's Compensation claim that has been filed is rejected by the Industrial Commission or the Bureau of Worker's Compensation, the time paid in accordance with Section 1 above will be charge to sick leave and then other accumulated leave time, but only after all appeals are exhausted.

### **SECTION 6. Restricted Duty Assignment.**

A. Employees unable to fully perform normal duties because of job-related injury or illness shall be required to participate in the Township's Transitional Work Program (TWP) as set forth in the TWP Policy and Procedure adopted by the Township. Participation in the TWP may involve a change in normal working hours.

B. Employees eligible for TWP participation shall be required to present a statement from their physician of record listing specific job restrictions for the employee which shall be reviewed in accordance with the TWP Policy and Procedure before the restricted duty assignment is made.

C. Any restricted duty assignment shall be based on the employee's specific medical restrictions and the availability of work within those restrictions. The availability of restricted duty work shall be determined solely by the Employer in conjunction with the MCO/Case Manager and/or Third Party Administrator, as set forth in the TWP Policy and Procedure. The employee and the Sergeant and Lieutenant supervising the employee shall all be provided with the written restrictions applicable to the employee, and all shall bear equal responsibility in ensuring that the duties assigned to the employee remain within those restrictions.

D. Employees assigned to restricted duty shall not be permitted to receive overtime or compensatory time compensation.

E. An employee's refusal to accept a good faith job offer or participate in the TWP may result in action being taken by the Township to terminate compensation paid to the employee by either the Bureau of Workers Compensation or the Township under Article 13, and disciplinary action up to and including termination of employment for refusal to return to work.

## **ARTICLE 14**

### **MATERNITY LEAVE**

**SECTION 1. Length of Leave.** A pregnant employee shall be granted a leave of absence without pay, subject to provisions of this rule. Leaves of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employees' position. This period may include reasonable pre-delivery, delivery, and recovery time, as certified by a physician, not to exceed six (6) months. If the employee is unable to return to active work status with six (6) months, the employee shall be given a disability separation in accordance with Chapter 123:1-33 of the Administrative Code. Such leave shall not include time being requested for the purposes of child care following the recovery of the employee.

**SECTION 2. Physician's Certificate.** A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth, or related medical conditions.

**SECTION 3. Employer's rights.** Nothing contained in this Article shall limit the Employer's right to require that an employee take a leave of absence if unable to perform the substantial and material duties of the employee's position, if being understood that light duty work is not available for Road Patrol Officers.

**SECTION 4. Family Medical Leave Act.** The Employer shall recognize any provisions of the Family Medical Leave Act under the United States Code which may be applicable to any employee in conjunction with this Article.

## ARTICLE 15

### VACATION

**SECTION 1.** The amount of vacation leave to which an employee is entitled is based upon length of service, as follows, and shall be awarded on the employee's anniversary date. All employees covered by this agreement shall be entitled to the following vacation time at their base pay:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
Less than 1 year	None
1 year but fewer than 6 years	2 weeks
6 years but fewer than 15 years	3 weeks
15 years but fewer than 20 years	4 weeks
20 years but fewer than 25 years	5 weeks
25 years or more	6 weeks

**SECTION 2.** Vacation year for the purpose of accreditation shall be from the employee's anniversary date of appointment. Vacations may be taken in units of not less than eight (8) hours. Scheduling shall be the responsibility of the Chief of Police and consistent with an efficient work schedule.

**SECTION 3.** It is hereby agreed that seniority shall govern in the scheduling of vacation leave for those requests filed between January 1 and March 31. Applications filed after March 31 will be approved on a first come basis.

**SECTION 4.** Vacation requests will take precedence over any approved personal days as long as the vacation request has been filed and approved two (2) weeks in advance.

**SECTION 5.** An employee's vacation time may be cancelled in the event of a legitimate emergency (defined as an incident which significantly affects persons or property) as declared by the Chief.

**SECTION 6.** All current employees with prior public service must submit supporting documentation of such prior service for purposes of eligibility for vacation leave within sixty (60) days of the signing of this Agreement. Failure to do so shall result in vacation leave being determined based on the employee's date of hire as a full-time employee with the Township. Newly hired employees must submit supporting documentation of public prior service within ninety (90) days of their date of hire as a full-time employee with the Township or forfeit the right to receive such credit. Notwithstanding prior service, probationary employees shall not be entitled to vacation until after completing one (1) year of service with the Township.

**SECTION 7.** Bargaining unit members who are entitled to four (4) weeks or more of vacation time per year may elect to receive payment for one (1) week of unused vacation time each year instead of taking the vacation time off.

## **ARTICLE 16**

### **HOLIDAY PAY**

**SECTION 1.** Each employee shall be entitled to twelve (12) paid holidays per calendar year as follows:

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

**SECTION 2.** An employee shall have the option of taking a day off 30 days before or 30 days after a holiday in lieu of the actual holiday or taking payment for each accrued holiday at the employee's base wage or salary. Payment for holidays shall be made as follows: on the day before Thanksgiving, payment shall be made for the holidays for which each employee is eligible which include the prior year's Christmas Day through Columbus Day of the current year; on the final pay period of each year, payment shall be made for Veteran's Day and Thanksgiving Day to eligible employees.

**SECTION 3.** Employees shall be eligible for holiday pay after they have completed forty (40) weeks of employment.

## **ARTICLE 17**

### **PERSONAL DAYS**

**SECTION 1.** Each employee shall be granted four (4) days off duty with pay on January 1<sup>st</sup> of each year of the contract, except for newly hired employees, who shall be entitled to one (1) day off each quarter during the calendar year when first hired. The personal days may be used for emergencies within the immediate family or for personal reason of the employee.

**SECTION 2.** Personal days other than for emergency use will be scheduled in a minimum of half day increments with the approval of the Chief.

**SECTION 3.** Except for emergency use as defined in Section 1, only one man per shift will be allowed to be on a personal day at a time.

**SECTION 4.** Except for emergency use as defined in Section 1, personal days will not be approved when a shift has an individual on vacation provided the vacation was approved two weeks in advance.

**SECTION 5.** Personal days will be approved on a first come, first serve basis.

**SECTION 6.** Request for personal days must be made a week in advance. However, in the case of emergencies as defined in Section 1, when advance notice is not possible, a phone call to the officer on duty is required as soon as possible.

**SECTION 7.** Immediate family of the employee or the employee's spouse shall be defined as: Parents, step-parents, grandparent, spouse, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-sister, or legal guardian.

**SECTION 8.** Upon retirement from the department, as defined in Article 24, Section 7, the employee shall be paid for unused accrued personal days in the year in which he retires.

**SECTION 9.** Personal days do not accrue from calendar year to calendar year.

**SECTION 10.** Any employee who does not use any sick leave hours during a calendar year shall be entitled to an additional personal day for use during the next calendar year.

## **ARTICLE 18**

### **HOURS OF WORK/OVERTIME**

**SECTION 1. Work Week Defined.** The regular work week shall consist of forty (40) hours so scheduled as to provide two (2) consecutive days off, except for swing shift positions and legitimate emergencies as declared by the Chief of Police.

**SECTION 2. Days Defined.** A day shall be defined as a full twenty-four (24) hour period, and shall begin with the employee's scheduled starting time.

**SECTION 3. Overtime.** Employees shall not ordinarily work more than twelve (12) consecutive hours. All overtime shall be authorized by the Chief of Police or his designee. Overtime shall be voluntary except if necessary to meet minimum manning standards, in which case it shall be mandatory, or in an emergency situation as determined by the Chief of Police at which time it shall become mandatory until the emergency is suspended. Once an overtime assignment is accepted, it shall be considered part of an employee's normal and regular assignment, except that the inability to work an assignment due to illness shall not require the employee to use sick leave. Overtime will be first offered to those employees in uniform or dispatch where the overtime is needed. Overtime will be offered in four (4) hour increments or as a full eight (8) hour block of time.

**SECTION 4. Overtime Pay.** An employee working in excess of eight (8) hours on his assigned shift will be compensated at the rate of one and one-half (1-1/2) of his base rate for all excess time. An employee who works on one of his scheduled days off shall be compensated at the rate of time and one-half his base for all such time worked. An employee and a responsible representative of the Employer may agree that an employee will exchange a scheduled day off for another day off and any such exchanged day will be worked at the regular base rate. Any employee that is required to be on stand by or on call shall receive four (4) hours of overtime for each pay period that he or she is on stand by or on call.

**SECTION 5. Compensatory Time.** Compensatory time off in lieu of overtime shall be granted at the option of the employee. It shall be credited on the basis of time and one half for the actual time worked. Employees may accumulate up to one hundred twenty (120) hours compensatory time. Accumulations of compensatory time in excess of one hundred twenty (120) hours will be paid to the employee by the Township Clerk in the next pay period. Compensatory time which is not used within the calendar year in which it is earned shall automatically be carried over, but only up to a maximum of 40 hours, to the following calendar year, unless the employee makes a written request to the Clerk for payment for those hours in lieu of any carryover. Any unused compensatory time at the end of the calendar year in excess of the hours carried over will automatically be paid to the employee by a separate check during January of the following year. An employee may elect to receive up to forty (40) hours of compensatory time cashed in up to three (3) times per calendar year in addition to the carryover payment.

**SECTION 6. Full-Time Scheduled Patrol Officer.** At least two (2) full-time employees shall be on duty at all times. In the event no full-time employee is scheduled or reports for regular or special duty, each full-time employee shall be notified of the opportunity to report for duty. Notification shall be made on rosters based on seniority and rotating to each employee for first call providing equitable first notification. The Employer shall maintain a log indicating the overtime offered to and worked by the full-time employees. In the event no full-time employee responds, the Chief or his designee shall be permitted to order full-time employees to work the overtime hours to meet this minimum manning requirement, even if the employees are on any type of scheduled leave. The Employer shall be relieved from this requirement in the event an employee scheduled to work a paid holiday requests and is granted time off on the holiday, or where two (2) or more officers are in schools at the same time. For purposes of this section, "full-time employee" shall mean a full-time police officer.

**SECTION 7. Dispatcher Overtime.** Overtime for dispatchers shall first be offered to full time dispatchers, and first to the dispatcher with the least amount of overtime hours at the time overtime is available and continuing thereafter with the dispatcher with the next lowest amount of overtime hours. Dispatchers shall not ordinarily work more than twelve (12) hours of consecutive work in any 24 hour period, and overtime need not be offered to a full time dispatcher where it would cause that dispatcher to work more than twelve (12) consecutive hours.

**SECTION 8. Holiday Pay Overtime.** Any employee who works more than his eight (8) hour shift on a holiday will be paid at a rate of time and one half (1-1/2) his regular base rate of pay in his regular pay period.

## ARTICLE 19

### BULLETIN BOARD

**SECTION 1.** The Employer shall provide a locked bulletin board with keys to the Union. The board shall be permanently mounted in an area of common use by all employees.

**SECTION 2.** All Union notices which appear on the bulletin board shall be signed, posted, and removed by the Local Union President or his designee or stewards during non-work time.

Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Recreational and social events.
- B. Elections and election results.
- C. General membership and business meetings.
- D. General Union and Fraternal Order of Police business of interest to employees.

All other notices of any kind not covered in A through D above must receive prior approval of the Employer or its designated representative.

**SECTION 3.** It is understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. Reporting, commentary, endorsement, criticism, or any other statement which is politically motivated or considered of a political nature, except as provided in C and D above.
- B. Personal attacks upon any other employee or any elected office holder.
- C. Attacks on any employee organization, regardless of whether the organization has local membership.

If the Employer alleges a violation of this section, it shall, by written memorandum containing the basis for the allegation, direct the responsible Union official to remove the document. The Union official, if on duty, shall comply by the end of his shift, or if not on duty, within a twelve (12) hour period following receipt of said order.

**SECTION 4.** No Union related materials of any kind may be posted anywhere in the Employer's facility, or on the Employer's equipment except as provided above. The Employer or its ranking representative shall, on its own initiative or on complaint, immediately remove the posted materials.

## **ARTICLE 20**

### **LABOR MANAGEMENT**

**SECTION 1.** In the interest of sound Labor/Management relations, unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time, the Employer and/or its designee, (no more than three (3) management representatives total) shall meet with not more than three (3) representatives of the Union to discuss those matters addressed in Section 2. Additional representatives may attend by mutual written agreement.

**SECTION 2.** An agenda shall be agreed upon by the parties at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting.

The parties shall also supply the names of those representatives who will be attending. The purpose of such meetings shall be to:

1. Discuss the administration of this agreement;
2. Notify the Union of Changes made by the Employer which affect employees;
3. Disseminate general information of interest to the parties;
4. Give the Union representatives the opportunity to share the views of their employees on topic of interest to both parties; and
5. To consider and discuss health and safety matters relating to employees.

**SECTION 3.** If special Labor/Management meeting have been requested, are mutually agreed upon, they shall be convened as soon as possible and shall be subject to the provisions of Section 2.

**SECTION 4.** Labor/Management meetings are not intended to be negotiation sessions.

## **ARTICLE 21**

### **MISCELLANEOUS**

**Section 1. Maintenance of Equipment.** The Employer shall develop, place into effect, and maintain a system to which an employee may report defects, damage, or other information regarding serviceability of the Employer's equipment. The system shall provide the employee making the report with a copy countersigned when received by his immediate superior.

**SECTION 2. Job Description.** The Employer shall provide each employee with a written job description for the position to which that employee is assigned or to which he is re-assigned. The job description shall include the qualification requirements and the duties and responsibilities required to be performed by an employee assigned to the position. The Employer shall advise the Union coordinator fourteen (14) days in advance of the creation of a new class of position, a new rank or a substantial change in job description for an existing position or rank. The Employer shall provide appropriate training to employees assigned new, different, or additional duties or assignments.

**SECTION 3. Shift Preference.** Each calendar quarter, during the months of January, April, July, and October, the Chief of Police shall permit employees, with minimum of three (3) years full-time service, to request a shift preference assignment for the following calendar quarter. The Chief of Police shall be guided by the preference indicated, however assignment by preference is not mandatory. Shifts of road officers shall not be changed more often than every three (3) months during the year, in January, April, July, and October with a week's leeway included in this provision to allow shift changes to coincide with pay periods. However, this provision shall not require quarterly changes of shifts of road officers nor apply to dispatchers or detectives.

## ARTICLE 22

### INSURANCE

**SECTION 1.** Subject to the provisions hereof, the Employer shall maintain health and hospitalization insurance for each employee, the premiums for which shall be borne by Employer and employees as set forth herein. The Employer's share for the premiums for such insurance shall be 85% while the employees' share shall be 15%.

**SECTION 2.** Under the policy in effect as of the date of this agreement, the Employer will also contribute up to \$200,000.00 per year for the remaining two years of this Agreement for wellness credits and deductibles for employees who qualify for them under the Wellness Program.

**SECTION 3.** An "insurance year" as of the signing of this Agreement shall run from approximately August 1 to the following July 31.

**SECTION 4.** Increases or decreases in insurance premiums during the second and third insurance years of this Agreement shall be shared by Employer and employees in the same 85%/15% ratio. However, in any year in which total premiums would increase by more than 20% over the premiums for the prior insurance year, the Employer shall not be required to renew the then current coverage for the next insurance year. Under those circumstances, the Township Health Insurance Committee comprised of one (1) representative from the Fire, Police, Highway, and administrative departments and the three (3) Township Trustees shall negotiate possible actions to be taken. The Health Insurance Committee can also recommend to the Trustees an appropriate distribution of the excess premium costs and amounts to be deducted from employee wages which recommendation will be binding on all Township employees, changes in the level of insurance or conditions of the policy, whether to obtain other insurance bids, the carrier to provide coverage, and oversight of a Wellness Committee and its policies, which shall include at a minimum testing for glucose, BMI or body fat percentage, blood pressure, LDL cholesterol, and smoking.

**SECTION 5.** During the first insurance year of this Agreement, each covered employee shall contribute \$55.39 for single coverage and \$76.62 for coverage which includes eligible spouses or dependents or family coverage, to be deducted from the employee's salary each pay period and applied to the cost of such health insurance.

**SECTION 6.** Coverage for an employee's spouse shall be provided only where the spouse has no coverage available through the spouse's own employment. If an employee and the employee's spouse each have separate health insurance coverage and they also have dependent children, their dependent children shall be covered under the health insurance policy of the spouse whose birth date occurs first in the calendar year. Coverage for an employee's dependent children shall otherwise be provided only where there is no coverage for such children under a spouse's health insurance policy or where there is an order for the employee to provide such coverage made by a court of competent jurisdiction.

**SECTION 7.** Insurance coverage shall not be effective during the first thirty (30) days of employment.

**SECTION 8.** When the full extent of the healthcare reforms adopted by Congress in 2010 or the regulations promulgated thereunder become known, any adverse effects they may have on the insurance coverage existing during the first insurance year under this Agreement may result in the Employer implementing adjustments to such coverage after first meeting with the Health Insurance Committee to negotiate such adjustments.

**SECTION 9.** Fifty thousand dollars (\$50,000.00) of triple indemnity life insurance will be provided for each full-time employee.

**SECTION 10.** The Employer will provide, at its expense, Liability Insurance as defined by the present Police Professional Policy which has a limit of One Million Dollars (\$1,000,000.00).

**SECTION 11.** All full time employees may receive additional compensation by successfully completing the fitness levels described in Appendix B.

## ARTICLE 23

### UNIFORM/EQUIPMENT ALLOWANCE

**SECTION 1. Uniforms For Patrol Officers.** Work uniforms will be furnished for each new employee and paid for by the Employer. The initial allotment shall consist of the following:

- 5 pairs of pants
- 5 long sleeved shirts
- 5 short sleeved shirts
- 1 bullet proof vest
- 1 winter/fall jacket
- 1 rain jacket
- 1 hat
- all leather (holster, belts, handcuff case, etc.)
- 2 ties
- collar brass
- tie tack or tie bar

This will constitute the working uniforms of each employee.

**SECTION 2. Uniforms For Dispatchers.** All new full time dispatchers shall be issued the following:

- 5 long sleeve shirts
- 5 short sleeve shirts
- 5 pairs of pants

This will constitute the working uniforms of the employee. In addition, the Employer shall specify in writing what style or type of shoe may be worn by the employee and may also indicate acceptable vendors for the purchase of shoes.

**SECTION 3. Attire and Allowance for Plainclothes Officers.** All detectives or other plainclothes officers shall wear the following, with the allowances for reimbursement up to a maximum of five hundred dollars (\$500.00) per year as indicated:

Pants:	Khaki, navy blue, black or gray, up to \$45.00 per pair
Shirts:	White or blue, long or short sleeves, up to \$20.00 per shirt
Sport Coat:	Navy, black or tan, up to \$110.00 per sport coat
Ties:	Mandatory each day, up to \$20.00 per tie

**SECTION 4.**

- A. Patrol Officer Uniform Allowance.** The Employer shall maintain an allowance in the amount of seven hundred fifty (\$750.00) per calendar year, beginning on January 1<sup>st</sup> of each year of the contract for each patrol officer to use for the purchase and maintenance of uniforms, leather goods, and shoes, and work-related equipment as approved by the Chief annually. Up to fifty dollars (\$50.00) of an employee's uniform allowance may be used for reimbursement of the employee for dry cleaning uniforms or blocking hats upon presentation of appropriate documentation to the Clerk for such charges. If any change of uniform is made by the Employer during the term of this agreement, the Employer shall provide each employee with his initial issue of the new uniform without any deduction from the employee's uniform allowance. Purchases shall be charged directly to Perkins Township using the current purchase procedure. Any unauthorized purchase or purchases in excess of the allowances shall be deducted from the next regular pay due the employee.
- B. Replacement of Leather and Brass.** The Employer shall provide replacement leather and brass for patrol and plainclothes officers on an "as needed" basis in the discretion of the Chief, with a list of eligible items to be agreed upon by the Chief and the Union.
- C. Dispatcher Uniform Allowance.** The Employer shall provide replacement uniforms for dispatchers on an "as needed" basis, with the Chief to determine whether items should be replaced.
- D. Uniform Allowance Proration.** After one (1) full calendar year of employment, an Employee will be entitled to the full uniform allowance. Until that time, an employee hired during the first quarter of the year will be entitled to the full uniform allowance in the next calendar year. An employee hired during the second quarter of a year will be entitled to seventy-five percent (75%) of the uniform allowance during the next calendar year. An employee hired during the third quarter of a year will be entitled to fifty percent (50%) of the uniform allowance during the next calendar year, and an employee hired during the fourth quarter of the year will be entitled to twenty-five percent (25%) of the uniform allowance during the next calendar year.

**SECTION 5.** The Employer at its expense shall furnish each sworn employee with a protective vest of Kevlar or equivalent construction, rated not less than Level II A nor more

than Level III by the United States Bureau of Standards. Vests currently in the possession of an employee and fitted specifically to that employee shall be deemed as having been furnished to the employee. Vests shall be replaced at the expiration of their manufacturer's warranty period. The employee shall be responsible to notify the Employer at least ninety (90) days in advance of the expiration of the warranty period of their vest.

**SECTION 6.** The cost of replacement and/or repair of uniforms or authorized personal equipment damaged in the line of duty including authorized training sessions shall be borne by the Employer, to a maximum of five hundred dollars (\$500.00), and not charged against an employees' clothing allowance, subject to the following provisions:

- A. Line of duty damage shall be reported immediately to the employee's duty supervisor and a written report filed. The supervisor shall investigate the matter and file a report and recommendation forwarding same to the Chief of Police.
- B. The Chief of Police may approve or disapprove the request for repair or replacement based on the report and recommendation. On approval, the Chief shall take appropriate action to insure that the replacement or repair is made in a timely fashion and the Employer pays the cost, to a maximum of five hundred dollars (\$500.00)

**SECTION 7.** The Union and the Chief of Police shall agree upon a vendor list of up to 3 vendors that the Police Department shall use on a regular basis for the purpose of uniform issue and replacement. The Chief of Police shall notify the vendor to have a representative come to the Police Department five (5) times per calendar year for the purpose of taking orders for approved uniform equipment to be ordered. The five (5) times each year shall be on even numbered months throughout the year in February, April, June, August and October of each calendar year.

## **ARTICLE 24**

### **WAGES**

**SECTION 1. Wages.** Wages shall be as in Appendix A.

**SECTION 2. Longevity Pay.** Longevity compensation shall be paid to all employees covered by this agreement at the following rates:

<u>YEARS OF SERVICE</u>	<u>PAY</u>
4- 9 years of service	\$32.00 per year of service
10-14 years of service	\$43.00 per year in the tenth year
15 years of service and over	\$53.00 per year beginning in the fifteenth year

Longevity compensation will be paid to each employee for years of service with the Perkins Township Police Department, with such pay to be included in the employee's first regular paycheck following their anniversary date.

**SECTION 3. Call-In Pay.** Call-in pay is defined as payment for work assigned by the Chief of Police or his designee and performed by an employee at a time separate from his pre-scheduled work hours. Compensation for work performed on call-in status shall be compensated at one and one-half the employee's base rate for actual time worked or a two (2) hour minimum, whichever is greater.

**SECTION 4. Court Time.** Whenever it is necessary for an off-duty employee to appear either in municipal court or another official court on matters pertaining to or arising from police business, or to appear before the Prosecutor for a pre-trial conference, the officer shall prepare an overtime record form and submit it to the Chief of Police for approval. This form shall be filled out completely, wherever possible, and under "remarks," the officer shall enter any additional details and the type of charge, DUI, Speeding, etc. The off-duty employee shall receive a minimum of two and one half (2.5) hours compensation at one and one-half times his base rate for any court appearance.

**SECTION 5. Educational Benefits.** Employees who on their own initiative enroll in police related courses of study, approved by the Chief of Police, at State supported universities, colleges or training schools, shall be reimbursed by the Employer for all costs or required books, fees, and tuition, to a maximum of three hundred and fifty dollars (\$350.00) per contract year per employee, provided, however, that the employee presents evidence of const and a passing grade in the course. After 2002, educational allowance monies remaining from the prior calendar year will be pooled and divided equally between all members covered by this Agreement. On November 1<sup>st</sup> of each calendar year beginning in 2003, any money from the schooling pool not applied for will then be distributed on a pro rata basis among all who applied for the extra schooling money before November 1<sup>st</sup>. On December 31<sup>st</sup> any monies remaining in the pool for the current calendar year will be used by the Police Chief for training or education aids for the department. All requests for use of pooling funds shall be submitted on a form approved by the Township Clerk. An employee who has an associate's degree or above but less than a bachelor's degree in a law enforcement program shall be paid an addition four percent (4%) over and above their wage, and five percent (5%) over and above their base wage with a bachelor's degree or above in a law enforcement program. Any member with a Bachelor's degree who did not major in law enforcement, but who has law enforcement credits equal to or greater than the credits required for an Associates degree in law enforcement at Terra Community College (in any given contract year) shall receive the 4% wage premium currently granted to members with Associate's degree in law enforcement. An employee who has obtained a master's degree in law enforcement shall be paid a lump sum annual bonus of an amount equal to one percent (1%) of his base wage on the employee's anniversary date.

**SECTION 6 Supervisor's Pay.** Patrolmen assigned in charge of a working shift for three (3) or more hours shall be compensated at their hourly rate plus the difference between the hourly rate of a Class A Patrolman and a Sergeant for the hours worked in that capacity.

**SECTION 7. Severance Pay.** An employee, upon resignation from the Department, shall receive payment for thirty percent (30%) of unused sick leave up to one hundred twenty (120) days with payment being for a maximum of 288 hours and full payment for all accumulated or unused personal days, holidays, vacation leave, and overtime. Payment shall be based on the employee's base wage at the time of resignation or retirement. An employee

must have a minimum of ten (10) years service in order to be eligible for payment of unused sick leave upon resignation. An employee, upon retirement or death shall receive payment for fifty percent (50%) of his/her unused sick leave up to 480 hours, but such payment shall in no event exceed ten thousand (\$10,000.00) dollars. Employees who retire under normal service retirement shall have completed at least fifteen (15) years service with Perkins Township to qualify. In case of death the employee's spouse or estate shall receive payment.

**SECTION 8. Shift Differential Pay.** Employees working more than one (1) hour on any shift other than first shift (from 7 a.m. to 3 p.m.) shall receive additional pay of fifty (\$0.50) Full hours must be worked to get the shift differential.

**SECTION 9. Dispatch Coordinator Pay.** The dispatch coordinator as determined by the Employer shall be compensated at the base rate of a Class B Patrol Officer.

## ARTICLE 25

### NO STRIKE/NO LOCKOUT

**SECTION 1.** The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the agreement provides for the orderly resolution of grievances. The parties therefore agree that a strike will be defined as the following:

A strike means any concerted action on the part of the bargaining unit employees failing to report to duty willful; absence from one' position; stoppage of work; slowdown; or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms, and other conditions of employment. Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike.

#### SECTION 2.

- A. During the term of this agreement, the Union, its representative and employees, shall not authorize, cause, engage in, sanction, support, or assist in any action defined as a strike which affects the Employer or its operations. If in the opinion of the Employer, such concerted actions occur, the Employer will give written notice, including the basis for the allegation, to the Union' Labor Council Coordinator. The Coordinator shall cooperate with the Employer and shall actively discourage an endeavor to terminate the alleged actions. Cooperation shall specifically include a prompt notification to employees of the bargaining unit to the effect that an alleged violation of this article is in progress. Such notification shall instruct employees to cease and desist from their alleged action. Should the coordinator fail to post such notice, the Union shall not contest the Employer's request to the State Employment Relations Board for retroactive penalties in the event the Board determines an unauthorized strike has occurred.
- B. Any employee of a bargaining unit who, without legitimate excuse, knowingly fails to

return to work immediately on or at the next scheduled duty time, after notification by the Union as provided herein, or who knowingly continues to participate or promote strike activities as defined, may be disciplined to the extent provided herein.

C. Should the State Employment Relations Board determine an unauthorized strike has occurred, the Employer:

- (1) May remove or suspend those employees who one day after notification by the public employer of the board decision that a strike is not authorized continue to engage in the unauthorized strike; and
- (2) If the employee is appointed or reappointed, employed, or re-employed, as a public employee, within the employ of the Employer, the Employer may impose the following conditions:
  - (a) The employee's compensation shall in no event exceed that received by him immediately prior to the time of violation:
  - (b) The employee's compensation is not increased until after the expiration of one year from the appointment or reappointment, employment or reemployment.
- (3) Shall deduct from each striking employee's wages, if the Board also Determines that the public Employer did not provoke the strike, the equivalent of two days wages for each day the employee remains on strike commencing one day after receiving the notice called for in division (C)(1) of this section. The Employer shall give the employee credit for wages not paid after that point in time due to the employee's absence from his place of employment.

Any penalty that is imposed upon the employee, except for the penalty imposed under division (C)(3) of this section, may be appealed to the Board. The Board may modify, suspend, or reverse the penalty imposed by the public Employer, if the Board does not find that the penalties are appropriate to the situation. The imposition of a penalty is appealable to the Court.

**SECTION 3.** During the term of this agreement, the Employer shall not cause, permit, or engage in any lockout of its employees, provided that said employees have not violated section 2(A) of this article. If the Employer reasonable believes that a violation of section 2(A) has occurred, the employees so violating that section may be locked out for up to seventy-two (72) hours pending a review by the court or the State Employment Relations Board of the strike and its legality. If it is determined that there was no strike or that the strike was lawful, the Employer shall reimburse locked out employees for all earnings lost as a result of the lockout.

**SECTION 4.** Nothing in this article shall be construed to limit abridge the parties' right to seek available remedies provided by law to deal with any unauthorized or unlawful strikes or lockouts.

## ARTICLE 26

### DUES AND FAIR SHARE FEE

**SECTION 1.** The Employer agrees to deduct monthly, from the wages of any employee who is a member of the Union, all Union membership dues uniformly required. The Union will notify the Employer from time to time of the dues it charges and its current membership.

**SECTION 2.** All employees of the bargaining unit shall either be dues paying members of the Union, or as a condition of continued employment, effective after completion of the sixtieth (60) calendar day of employment, remit to the Union a fair share fee in the amount specified by the Ohio Labor Council, Inc. but shall not be more than the member dues, per month in accordance with provisions of ORC 4117.09(C). Said amount shall be deducted from the wages of all such non-member employees on the same basis as the deductions made for dues from members of the Union Nothing in this section shall be construed to require any employee to become a member of the Union.

**SECTION 3.** The Union agrees to save the Employer harmless in the even of any legal controversy with regard to the application of this provision.

**SECTION 4.** All dues and fair share fees collected shall be paid over by the Employer, once each month, to the FOP Ohio Union, INC. at 222 E. Town Street, Columbus, Ohio 43215.

**SECTION 5.** Employees shall not become eligible for Union Membership until they have completed sixty-one (61) days of employment.

**SECTION 6.** The Union shall have a rebate procedure pursuant to ORC 4117.

## ARTICLE 27

### SEVERABILITY

**SECTION 1.** This agreement is subject to all applicable state or federal laws and Chapter 4117 of the Ohio Revised Code, and shall be interpreted whenever possible so as to comply fully with such laws, provisions and/or any decision by an official, board, or judicial body having authority to interpret them.

**SECTION 2.** Should any part of this agreement or any provision contained herein be declared invalid by operation of law or by tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or a provision of this agreement shall not invalidate the remaining portions and they shall remain in full force and effect. Further, the parties shall meet promptly at mutually convenient times to negotiate replacement language for such invalidated provision(s). Neither party shall be required to negotiate during the term of this agreement, however, the agreement may be amended by mutual consent.

## ARTICLE 28

### DIRECT DEPOSIT

**SECTION 1.** The Employer will develop and administer a direct deposit program at a financial institution chosen by the Employer. Direct deposit of wages to the Employee's financial institution will be coordinated through the payroll administrator for the Employer.

**SECTION 2.** The financial institution chosen by the Employer shall provide for up to five separate disbursements for each employee utilizing the direct deposit program.

**SECTION 3.** The use of direct deposit shall be mandatory for all employees hired after January 1, 2005, and optional for employees hired prior to January 1, 2005 until January 1, 2007, after which direct deposit shall then be mandatory for all employees regardless of date of hire.

**SECTION 4.** Direct deposit funds shall be in the employee's direct deposit accounts no later than midnight on Thursday of the pay week.

**SECTION 5.** Employees in the direct deposit program will still receive a statement of earnings, consistent with the current statement of earnings provided with each payroll check.

## ARTICLE 29

### DURATION OF AGREEMENT

#### SECTION 1.

- A. This agreement shall be effective as of November 1, 2010, and shall remain in full force and effect until October 31, 2013, unless otherwise terminated as provided herein.
- B. If either party desires to modify, amend or terminate this agreement, it shall give written notice of such intent no more than ninety (90) calendar days prior to the expiration date nor less than sixty (60) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt and shall conform to the regulations of the State Employment Relations Board. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**SECTION 2. Effect of Agreement.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The provisions of this agreement constitute the entire agreement, between the Employer and the Union and all prior agreements, either oral or written, are hereby canceled.

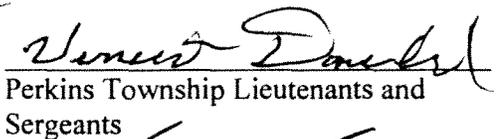
SIGNATURES

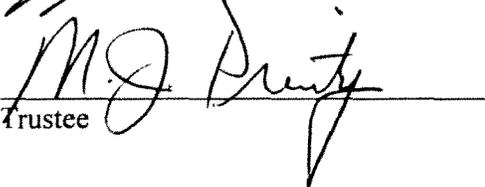
This Agreement, to be effective retroactively to November 1, 2010, is signed the 25  
day of JULY, 2011, in Perkins Township, County of Erie, Ohio.

Perkins Township Board of Trustees:

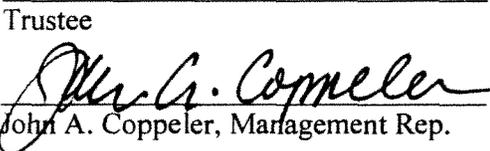
Fraternal Order of Police, Ohio Labor  
Council, Inc.

  
Trustee

  
Perkins Township Lieutenants and  
Sergeants

  
Trustee

  
Perkins Township Patrol Officers

Trustee  
  
John A. Coppeler, Management Rep.

  
Perkins Township Dispatchers  
  
Chuck Choate, Staff Rep. FOP/OLC

**APPENDIX A**

**HOURLY RATES OF PAY**

<b>CLASS/RANK</b>	<b>YEAR 1 (1%)</b>	<b>YEAR 2 (1%)</b>	<b>YEAR 3 (1%)</b>
Lieutenant	\$26.42	\$26.68	\$26.95
Sergeant	\$24.02	\$24.26	\$24.50
Patrol Officer A	\$21.85	\$22.07	\$22.29
Patrol Officer B	\$21.14	\$21.35	\$21.56
Patrol Officer C*	\$18.17	\$18.35	\$18.53
Dispatch Coordinator	\$21.14	\$21.35	\$21.56
Dispatcher A	\$18.17	\$18.35	\$18.53
Dispatcher B	\$14.36	\$14.50	\$14.65
Dispatcher C*	\$12.14	\$12.26	\$12.38

\*Probationary Status

- There shall be a 10% wage differential established between the base wages for Patrol Officer A and Sergeant, and between Sergeant and Lieutenant, calculated using the third year base wage of Patrol Officer A in the parties' agreement for the period November 1, 2001 through October 31, 2004.

- Each full-time employee as of the date of the signing of this Agreement who was eligible to vote on its ratification shall be paid a bonus of \$250.00, and shall be paid a \$200.00 bonus at the start of the second year of the Agreement and a \$150.00 bonus paid at the start of the third year of the Agreement as long as they have continued to be employed by the Employer as of those dates.

**PATROL OFFICER HOURLY RATES OF PAY FOR NEW HIRES AFTER 4/1/11:\*\***

Class A:	\$21.85	\$22.07	\$22.29
Class B1:	\$20.99	\$21.20	\$21.41
Class B:	\$20.49	\$20.69	\$20.90
Class C1:	\$19.99	\$20.19	\$20.39
Class C:	\$18.17	\$18.35	\$18.53

\*\* One year of full-time service shall be required to advance between each level from a Class C Patrol Officer to a Class A Patrol Officer.

**APPENDIX B**

**VOLUNTARY FITNESS PROGRAM FOR UNIFORMED EMPLOYEES**

All full time employees may receive additional compensation by successfully completing the fitness levels described below (from the OPOTA Basic Training Program Physical Fitness Requirements). All events must be attempted, and an annual benefit of \$125.00 per event successfully accomplished each year shall be paid to the employee in the third calendar quarter of the year. Two attempts at each event within a two week period annually shall be permitted.

**OHIO PEACE OFFICER BASIC TRAINING PROGRAM  
PHYSICAL FITNESS REQUIREMENTS**

	<b>Age and Gender Minimum Scores</b>	
	<b>Males (&lt;-29)</b>	<b>Females (&lt;-29)</b>
<b>Sit-ups (1 min)</b>	40	35
<b>Push-ups (1 min)</b>	33	18
<b>1.5 Mile Run</b>	11:58	14:15
<b>Sit-ups (1 min)</b>		
<b>Push-ups (1 min)</b>	<b>Males (30-39)</b>	<b>Females (30-39)</b>
<b>1.5 Mile Run</b>	36	27
	27	14
	12:25	15:14
<b>Sit-ups (1 min)</b>		
<b>Push-ups (1 min)</b>	<b>Males (40-49)</b>	<b>Females (40-49)</b>
<b>1.5 Mile Run</b>	31	22
	21	11
	13:05	16:13
<b>Sit-ups (1 min)</b>		
<b>Push-ups (1 min)</b>	<b>Males (50-59)</b>	<b>Females (50-59)</b>
<b>1.5 Mile Run</b>	26	17
	15	13*
	14:33	18:05
<b>Sit-ups (1 min)</b>		
<b>Push-ups (1 min)</b>	<b>Males (60+)</b>	<b>Females (60+)</b>
<b>1.5 Mile Run</b>	20	8
	15	8*
	16:19	20:08

**MEMORANDUM OF UNDERSTANDING  
SHIFT BIDDING PROCESS  
PERKINS TOWNSHIP POLICE DEPARTMENT**

Each calendar 12 week period, uniformed officers and uniformed sergeants will be permitted to bid on their respective shift slot as posted by the Chief or designee assigned to do the scheduling by seniority. Each employee that is allowed to bid for their shifts must bid off at least one out of 3 consecutive shift periods. Shift bidding will be done at least one bid period in advance and posted. Whenever there are changes in shifts due to a week or longer vacation, sick leave, holiday or personal leave that would require a change in shifts for any bidding employee, the changes shall be posted as soon as possible for the affected employee(s). This shall not be construed to limit a change in shifts to cover for last minute call-offs or changes due to reduction in force issues.

Shift bidding will be permitted after an employee identified in the above paragraph has completed a minimum of three (3) years of full time service with the Perkins Township Police Department. Those employees that do not have at least three (3) years of full time service with the Perkins Township Police Department will be placed on the schedule where needed.

Those employees that are in special assignments (ie. Detectives, Lieutenants, Dispatch Supervisor, Clerk, DARE or SRO assignments) will not bid their shifts, but will work the hours that are assigned consistent with their duties.

This Memorandum of Understanding is written to clarify the process that has been agreed to during negotiations, but only during the term of this Agreement. The Union agrees to handle the scheduling process as delegated by the Chief of Police, but this Memorandum of Understanding does not remove any management rights from the Chief of Police to schedule, or determine the size and composition of the work force or any other management rights that would be affected by this Memorandum of Understanding.

7/25/11  
gac

7/25/11  
[Signature]

**MEMORANDUM OF UNDERSTANDING  
FOR DISPATCHERS OF  
PERKINS TOWNSHIP POLICE DEPARTMENT**

1. When overtime is available, it shall be offered first to that full time dispatcher with the least amount of overtime hours, and if declined, to the dispatcher with the next lowest amount of overtime hours successively.
2. Jackie Stocker and Vicki Dunn shall each receive an increase of \$1.50 per hour in their base wage at the time of the commencement of their 15<sup>th</sup> year of service with Perkins Township.
3. If dispatching duties are merged into county-wide dispatching during the term of this Agreement, the dispatchers agree that in consideration for the Township agreeing to a three year agreement instead of a one year agreement, severance benefits for dispatchers will be those retirement benefits as set forth Article 24, Section 7 of this Agreement.
4. Shift Bidding

Each calendar 12 week period dispatchers will be permitted to bid their respective shift slot as posted by the Chief or designee assigned to do the scheduling by seniority. Each dispatcher that is allowed to bid may bid any number of consecutive shift periods. Shift bidding will be done at least one bid period in advance and posted. Whenever there are changes in shifts due to a week or longer vacation, sick leave, holiday or personal leave that would require a change in shifts for any bidding employee, the changes shall be posted as soon as possible fro the affected employee(s). This shall not be construed to limit a change in shifts to cover for last minute call-offs or changes due to reduction in force issues.

Shift bidding will be permitted after a dispatcher has completed a minimum of (3) years of full time service with the Perkins Township Police Department. Those dispatchers that do not have at least (3) years of full time service with the Perkins Township Police Department will be placed on the schedule where needed.

The Dispatcher Coordinator will not bid their shift, but will work the hours that are assigned consistent with their duty.

This Memorandum of Understanding is written to clarify the process that has been agreed to during negotiations, but only during the term of this Agreement. The Union agrees to handle the scheduling process as delegated by the Chief of Police, but this Memorandum of Understanding does not remove any management rights from the Chief of Police to schedule, or determine the size and composition of the work force, or any other management rights that would be affected by this Memorandum of Understanding.

7/25/11  
jac

7/25/11  
JAC

**MEMORANDUM OF UNDERSTANDING  
AS TO WAGE INCREASES FOR  
NEWLY PROMOTED LIEUTENANTS  
BETWEEN FOP, OHIO LABOR COUNCIL  
AND PERKINS TOWNSHIP**

This Memorandum of Understanding by and between the Fraternal Order of Police, Ohio Labor Council (FOP) and Perkins Township (Township) is made and entered into effective as of the last date signed below.

**WITNESSETH:**

**WHEREAS**, the two police lieutenant positions on the Perkins Township Police Department (Department) previously held by Lt. Al Matthews and Lt. Robb Parthemore have been or will be vacated with Lt. Matthews' resignation to pursue a career opportunity outside the Department and Lt. Parthemore to be named to a newly created position as the Department=s Assistant Police Chief, and

**WHEREAS**, the Township is willing to increase the number of lieutenant positions to three and intends to promote three members of the Department to the positions of lieutenant pursuant to the provisions for promotion contained in Article 10 of the Collective Bargaining Agreement (CBA) between the FOP and the Township, and

**WHEREAS**, pursuant to the CBA there is to be a 10% wage differential between sergeants and lieutenants, and

**WHEREAS**, in recognition of the Township=s intention to increase the number of lieutenants for the Department to three from two, the FOP is willing to permit incremental wage increases for those successful candidates who are named to the lieutenant positions,

**NOW, THEREFORE**, it is mutually agreed by and between the FOP and the Township that notwithstanding any provisions of the CBA to the contrary, the wage increases for the three persons to be appointed to the position of lieutenant shall be implemented in stages, with a 3% increase above the base wage rate for sergeants to be paid from the date of appointment through the remainder of the first year of the CBA which runs from November 1, 2010 through October 31, 2011, to be followed by a 3.5% increase over the base wage rate for sergeants for the second year of the CBA from November 1, 2011 through October 31, 2012, and a third and final increase of an additional 3.5% over the base wage rate for sergeants for the third year of the CBA from November 1, 2012 through October 31, 2013, so that the newly appointed lieutenants will receive the full 10% wage differential during the third and final year of the current CBA.

**IN WITNESS WHEREOF**, the FOP and Township have caused this Memorandum of Understanding to be executed in duplicate copies, each of which shall constitute an original.

FOP, Ohio Labor Council

By: *Vernon Donald*  
for Perkins Township Sergeants  
and Lieutenants

By: *[Signature]*  
for Perkins Township Patrol Officers

By: *Vicky Dawn*  
for Perkins Township Dispatchers

Date: 7-25-2011

Perkins Township Board of Trustees

By: *[Signature]*  
Jeffery Ferrell, Trustee, Chairman

By: \_\_\_\_\_  
Timothy Coleman, Trustee

By: *M. J. Printy*  
Michael J. Printy, Trustee

Date: 7/25/11

*[Signature]*  
7-25-11

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 10-MED-08-0961
EMPLOYEE ORGANIZATION,	}	10-MED-08-0962
	}	10-MED-08-0963
and,	}	
	}	
PERKINS TOWNSHIP TRUSTEES,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford  
Paralegal  
F.O.P., O.L.C.I.  
222 East Town Street  
Columbus, Ohio 43215  
614-224-5700

cc: Mr. Michael J. Printy  
perkinstptrustees@bex.net