



11/15/11
10-MED-09-1158
0568-02
K28011

AGREEMENT

between

OLMSTED TOWNSHIP

and

FRATERNAL ORDER OF POLICE

OHIO LABOR COUNCIL, INC.

DISPATCHERS

Effective: January 1, 2011

Expires: December 31, 2013

TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>SUBJECT</u> | <u>PAGE</u> |
|----------------|---|-------------|
| | Agreement..... | 1 |
| 1 | Purpose | 1 |
| 2 | Recognition..... | 1 |
| 3 | Agency Shop-Dues Deductions | 1 |
| 4 | Union Leave..... | 2 |
| 5 | Non-Discrimination | 2 |
| 6 | Management Rights | 2 |
| 7 | Hours of Work | 3 |
| 8 | Grievance and Arbitration Procedure | 4 |
| 9 | Bulletin Board..... | 7 |
| 10 | No Strike No Lockout..... | 8 |
| 11 | Labor/Management Committee | 8 |
| 12 | Sick Leave | 8 |
| 13 | Injury Leave..... | 9 |
| 14 | Bereavement Leave | 10 |
| 15 | Special Leave..... | 10 |
| 16 | Vacations | 10 |
| 17 | Holidays | 11 |
| 18 | Insurance..... | 12 |
| 19 | Uniform Allowance | 12 |
| 20 | Seniority..... | 13 |
| 21 | Layoff and Recall | 13 |
| 22 | Training..... | 13 |
| 23 | Corrective Action..... | 14 |
| 24 | Internal Investigation | 16 |
| 25 | Probationary Periods..... | 18 |
| 26 | Drug and Alcohol Testing | 19 |
| 27 | Jury Duty | 23 |
| 28 | Wages | 23 |
| 29 | Longevity..... | 24 |
| 30 | Gender and Plural | 24 |
| 31 | Military Leave | 24 |
| 32 | Maternity Leave..... | 25 |
| 33 | Obligation to Negotiate..... | 25 |
| 34 | Conformity to Law | 26 |
| 35 | Term..... | 26 |
| | Signature Page | 27 |

AGREEMENT

This Agreement is made and entered into by and between the Township of Olmsted, hereinafter referred to as the "Township," and the Fraternal Order of Police, Ohio Labor Council, hereinafter referred to as the "F.O.P." or "Union."

ARTICLE 1

PURPOSE

1.01 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 members of the bargaining unit.

ARTICLE 2

RECOGNITION

2.01 For the duration of this Agreement, the Township recognizes the F.O.P. 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 full-time Dispatchers employed by the Township.

2.03 The term full-time means any Dispatcher who is regularly scheduled to work eight (8) hours per day and forty (40) hours per week.

2.04 The categories of employees excluded from the bargaining unit are the Chief of Police, Sergeants, and all other Township employees.

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 F.O.P., or, as a condition of continued employment, remit to the F.O.P. 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 F.O.P. 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 F.O.P.

3.02 The Employer agrees to deduct F.O.P. dues and fees from any members 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 F.O.P. Ohio Labor Council, Inc., 222 East Town Street, Columbus, Ohio 43215-4611 or such other address as set from time to time by the F.O.P. The Township will provide an accounting of the dues and fees deducted showing the amounts deducted from the pay of each employee. The F.O.P. 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

UNION LEAVE

4.01 One (1) duly elected F.O.P.-O.L.C. delegate shall be granted time off with pay for the purpose of attending seminars and one (1) Union convention per year. The Union shall give the Employer reasonable notice of such convention. Paid time off to attend such convention and/or seminars shall not exceed twenty-four (24) hours for each calendar year.

ARTICLE 5

NON-DISCRIMINATION

5.01 The parties agree that neither the Employer nor the F.O.P. shall discriminate against any individual on the basis of his or her membership or participation in F.O.P. matters. Both parties further agree that equal opportunity will be provided to all department employees regardless of race, color, creed, age, sex, or national origin. The male pronoun or adjective, where used in this Agreement, refers to the female also, unless otherwise indicated.

ARTICLE 6

MANAGEMENT RIGHTS

6.01 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.

6.02 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 7

HOURS OF WORK

7.01 For the purpose of this Agreement, a workday shall consist of eight (8) regularly scheduled hours, which commences at the starting time of a regularly scheduled shift. The normal workweek for employees shall be forty (40) regularly scheduled hours, or due to scheduling requirements, a schedule which balances to forty (40) regularly scheduled hours per week over a period of time.

7.02 All overtime must be approved by the Chief of Police or his designated representative. Employees shall receive one and one-half (1 ½) times their regular hourly rate for all hours actually worked in excess of forty (40) hours in a workweek. When payment of overtime to a dispatcher is required, it will be offered to bargaining unit members first. Employees shall have the option to request payment in cash or credit to accumulated compensatory time. No employee shall accumulate more than one hundred twenty (120) hours, after which all overtime is paid in cash.

7.03 All requests for use of compensatory time shall be submitted to supervision as early as possible, but no less than forty-eight (48) hours before the work schedule is published. Requests for compensatory time off will be honored on a first come/first serve basis as long as minimum staffing can be maintained without additional overtime costs. The Employer will make every effort to accommodate emergency requests and the Union acknowledges that an emergency request will be granted ahead of any earlier nonemergency requests. Upon the death of an employee or separation from employment, all unused compensatory time will be paid to the estate or the employee.

7.04 Any employee called to duty by the Chief of Police or any superior Dispatcher of the Police Department shall be compensated for a minimum of four (4) hours or the actual time worked, whichever is greater, at a rate of time and one-half (1 ½).

7.05 Any employee directed to any Court or hearing in response to a subpoena or other writ commanding appearance in a criminal, quasi-criminal or civil case arising out of any duty related incident and not scheduled during the employee's regular workday, shall be compensated for a

minimum of four (4) hours, or the amount of time actually worked whichever is greater, at a rate of time and one-half (1 ½).

7.06 In defined circumstances, an employee will be entitled to compensation for being called at home while off duty.

The granting of overtime for phone calls or any other communication received while off-duty shall be governed by the nature and length of the communication.

No compensable overtime will be paid if the communication is a result of the dispatcher's error or oversight. This would include a failure to return equipment to its proper location.

Communications received while off-duty are compensable only if the communication is related to a Police Department matter and comes from a patrol officer or supervisor.

A communication is compensable only to the extent that the communication is at least five (5) minutes in duration. Communications that are five (5) to thirty (30) minutes in duration shall be compensated at thirty (30) minutes at premium pay; thirty-one (31) to sixty (60) minutes at one (1) hour of premium pay; and going forward in increments of one-half (1/2) hour.

ARTICLE 8

GRIEVANCE AND ARBITRATION PROCEDURE

8.01 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 employees' grievances.

8.02 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.

8.03 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.

8.04 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 resolved based upon the Employer's last answer.

8.05 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.

8.06 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.

8.07 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.

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

8.09 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.

8.10 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;
- G. Specific articles and sections of the Agreement which are implicated; and
- H. Desired remedy to resolve the grievance.

8.11 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 affect 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 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 thirty (30) calendar days after the Step 2 decision. The arbitration of discipline and discharge cases shall be governed by the procedures set forth in Article 23. 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.

- C. 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.
- D. 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.
- E. 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 9

BULLETIN BOARD

- 9.01 The Employer agrees to provide exclusive bulletin board space in the Police Department for use by the F.O.P.
- 9.02 The F.O.P. agrees that there shall be no notices or other writings posted which contain anything dealing with partisan politics, controversial matters, or criticism of the Township or any employee.
- 9.03 Upon the request of the Employer, the F.O.P. shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 10

NO STRIKE NO LOCKOUT

10.01 The F.O.P. agrees that they will not directly or indirectly call for, instigate, sanction, or encourage a strike or any other type of job action by Dispatchers during the term of this Agreement.

10.02 The F.O.P. agrees to actively seek stoppage of any type of job action by a member or members of the bargaining unit.

10.03 The Township agrees not to lock out the F.O.P. during the term of this Agreement.

ARTICLE 11

LABOR MANAGEMENT COMMITTEE

11.01 In the interest of sound labor/management relations, the Chairman of the Township Trustees and Police Chief shall meet with not more than one (1) representative of the bargaining unit to discuss issues of mutual labor/management interest. The meetings shall be convened upon the request of either party, but shall not occur more than once each calendar quarter.

11.02 The purpose of such meeting shall be to: (1) notify the F.O.P. of changes made by the Police Chief which affect the bargaining unit; (2) disseminate general information of interest to the parties; (3) discuss ways to increase productivity and improvement of efficiency; and (4) to consider and discuss health and safety matters relating to employees.

11.03 Failure of either party to implement an item agreed upon in the Labor-Management or Safety Committee and reduced to writing and signed by the parties and approved by the Board of Trustees, may be a valid subject of the grievance/arbitration procedure or discipline.

ARTICLE 12

SICK LEAVE

12.01 Members of the bargaining unit shall be entitled to sick leave of four and six-tenths (4.6) hours for each eighty (80) hours of service or fraction thereof including vacation, holidays and compensatory time.

12.02 Employees may use sick leave, upon approval of the Board of Trustees, Chief of Police or his designee, for absence due to personal illness, pregnancy, injury, exposure to contagious diseases which could be communicated to other employees, injury or illness to spouse or children, and death of a spouse, child, step-child or parent. The Board of Trustees or designee may require the employee to furnish a satisfactory affidavit or medical report to confirm that his

absence was caused by illness due to any of the causes listed in this Section. Evidence of patterned use of sick leave is cause for investigation and possible discipline.

12.03 When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every hour of absence from previously scheduled non-overtime work.

12.04 Upon death or retirement, one-third (1/3) of all accumulated sick leave shall be paid to the member or his or her personal representative, designated by the employee, at the employee's current rate of pay.

12.05 Employees transferring from other public employers can transfer no more than forty (40) hours accrued sick time.

12.06 Employees shall be provided a cash incentive payment for non-use of sick days in each year at the following rates:

| | |
|---------------------------------------|----------|
| 0 days taken during the calendar year | \$400.00 |
| 1 day taken during the calendar year | \$300.00 |
| 2 days taken during the calendar year | \$200.00 |
| 3 days taken during the calendar year | \$100.00 |

The term "year" shall mean the calendar year from January 1 to December 31st. For new hires, the year will begin to run on the January 1st immediately following their date of hire.

Payment of such cash incentive shall be made in the month of January next following the year in which the incentive has been earned.

ARTICLE 13

INJURY LEAVE

13.01 When an employee becomes injured, ill, or disabled as a result of an event arising out of and in the course of employment, while performing duties as a detainee matron, the employee shall be granted injury leave and be paid full regular salary and benefits by the Township beginning with the first working day of such disability, not to exceed ninety (90) consecutive calendar days providing that the injury or illness was not self inflicted or the result of intoxication or drug abuse and defined in O.R.C. 4123.54. After ninety (90) calendar days, the Township Trustees may extend the injury leave on a case by case basis.

13.02 In order to be eligible for injury leave under this Article the employee must file for Workers' Compensation within one (1) week of the time of injury, unless the employee is unable to do so because the extent of the injury, and sign a waiver assigning to the Employer those sums

of money (temporary total disability benefits) he receives as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article. The employee shall fill out all necessary forms to process his/her injury leave or workers' compensation benefits.

13.03 The Chief of Police, at his sole discretion, may allow an employee on injury leave to perform light duty work as determined by the Chief while the employee is on injury leave.

ARTICLE 14

BEREAVEMENT LEAVE

14.01 Employees shall be granted up to three (3) days paid leave in the event of a death in the immediate family.

14.02 Immediate family is defined as: Spouse, child, parent, brother, sister, grandparent, grandchild, aunt, uncle, brother or sister in-law and father or mother in-law.

14.03 Upon approval of the Chief of Police, his designee, or Board of Trustees, three (3) additional days of bereavement leave may be charged to sick leave if the employee has unused sick leave.

ARTICLE 15

SPECIAL LEAVE

15.01 Leave without pay may be granted, upon approval of the Chief of Police, or Board of Trustees, for personal reasons, such as illness or disability if the employee has exhausted sick leave. Leave granted under this policy shall not exceed ninety (90) calendar days but may be renewed upon written request and approval by the Chief of Police or his designee. The Chief of Police may approve an employee's request to return to work at an earlier date than planned if scheduling permits.

15.02 An employee wishing to use Special Leave must make a written request to the Chief of Police. The request must state the reasons therefore. The Chief will respond to the request within seven (7) days.

15.03 Any employee that timely returns to work at the conclusion of Special Leave will be restored to their original position, without loss of seniority, at the pay scale he or she was paid at the time Special Leave began.

ARTICLE 16

VACATIONS

16.01 The Township shall grant permanent employees annual vacation leave with pay. Length of vacation shall be as follows:

| <u>YEARS OF SERVICE</u> | <u>LENGTH OF VACATION</u> |
|-------------------------|---------------------------|
| 1 but less than 5 | 80 hours |
| 5 but less than 10 | 120 hours |
| 10 but less than 15 | 160 hours |
| 15 but less than 20 | 200 hours |
| 20 years or more | 240 hours |

16.02 Vacation hours can be used in eight (8) hour increments with the prior approval of the Chief of Police or his designee. .

16.03 Members who retire will be paid for earned but unused vacation.

16.04 Employees may carry over a maximum of two (2) weeks of unused vacation from one (1) calendar year to the next. The Township may require an employee to exhaust vacation where he/she is on an extended leave under Article 15 or 33.

ARTICLE 17

HOLIDAYS

17.01 Designated Holidays (11)

| | |
|------------------|------------------------|
| New Years Day | Martin Luther King Day |
| Presidents Day | Memorial Day |
| Independence Day | Columbus Day |
| Labor Day | Thanksgiving Day |
| Veterans Day | |
| Christmas Day | |

17.02 All members shall be compensated at the straight time rate, if the holiday occurs on their day off. Members scheduled to work or who are called into work on the above listed holidays shall receive a premium rate (an additional 8 hours pay) (double time) at the prevailing rate as each holiday occurs.

17.03 Bargaining unit members shall be entitled to personal leave days as follows:

| | |
|-------------------------|----------------|
| After 1 year of service | 1 personal day |
|-------------------------|----------------|

2 years of service +

3 personal days

ARTICLE 18
I
INSURANCE

18.01 The Township shall provide term life insurance in the amount of fifteen thousand (\$15,000.00) dollars at no cost to the employee.

This policy shall include provisions for accidental death and dismemberment.

18.02 Hospitalization

The Township shall obtain and maintain in full force and effect, and pay one hundred (100%) percent of the cost thereof a policy of hospitalization and medical cost insurance for each employee and his family, this policy shall also include dental, vision and a prescription program. The Township shall maintain the current insurance plan or its equivalent.

Effective upon ratification, employees will be required to pay forty (\$40.00) dollars per month for single coverage and seventy (\$70.00) dollars per month for family coverage.

ARTICLE 19

UNIFORM ALLOWANCE

19.01 Effective January 1, 2011, each bargaining unit member shall receive five hundred-fifty (\$550.00) dollars, three hundred (\$300.00) dollars of which shall be a cash maintenance allowance.

19.02 Required uniforms shall be purchased by the member and reimbursed by the Township the following pay period or Trustee meeting after submission of the receipts to the Chief of Police or his designee for approval.

19.03 The Employer shall issue new employees all required uniforms and equipment to perform the duties of a Dispatcher in lieu of the first calendar year's clothing allowance. The Chief shall establish a cap agreed upon by the Union for new hire expenditures. The first uniform allowance payable on January 1st, shall be pro-rated. (Example: Employee hired on July 1, will receive ½ of annual uniform allowance on subsequent January 1).

19.04 Bargaining unit members who leave the service of the Employer, 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 20

SENIORITY

20.01 Seniority as a member of the Police Department shall be determined by continuous service in the Olmsted Township Division of Police calculated from the employee's date of appointment as a Dispatcher.

20.02 Shifts will be assigned on the basis of seniority with the most senior employee choosing first. On January 1st and July 1st of each year of the contract, employees may exercise seniority rights by bumping to a desired shift. Notice of intent to bump a less senior employee must be delivered to the Chief fifteen (15) days before the foregoing effective dates.

ARTICLE 21

LAYOFF AND RECALL

21.01 In the event that the Township decides to layoff members 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.

21.02 Employees within the affected job shall be laid off according to their seniority with the least senior being laid off first, providing that all students, temporary, part-time, seasonal, probational and provisional employees within the affected job classifications/titles, within the affected department are laid off first in the above respective order.

21.03 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for eighteen (18) months from the date of his layoff notice of recall shall be sent to the employees address listed on the Employers 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.

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

ARTICLE 22

TRAINING

22.01 The Township shall set up a special fund of one thousand (\$1,000.00) dollars for special schooling, educational seminars and expenses for each year of the contract, to be used as determined by the Chief of Police. This fund will be divided as equally as possible over the term of the contract, amongst the employees who have requested the use of educational funds. The

wages paid to Dispatchers in attendance at approved training, will not be deducted from the special fund.

22.02 If the bargaining unit employee is required to use his private automobile, the Township will reimburse the employee at the current Internal Revenue Service rate for all actual mileage.

22.03 The Township shall reimburse employees for other reasonable expenses, such as meals, tolls, parking and lodging while the employees are in attendance at approved training classes. Employees will be compensated for meals at twelve dollars and 50/100 (\$12.50) for each consecutive eight (8) hours spent outside the Township for training purposes to a maximum of twenty-five (\$25.00) dollars for each twenty-four (24) hour period.

22.04 Upon return from training all receipts will be submitted to the Chief of Police for approval, reimbursement shall be made to the member on the following pay period or trustee meeting.

22.05 Bargaining unit member will be considered on-duty while in attendance in training schools. If schooling is scheduled on the member's regular day off he shall be compensated at the appropriate rate.

22.06 All Dispatchers will be given an equal opportunity to attend training seminars and training schools.

ARTICLE 23

CORRECTIVE ACTION

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

23.02 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.

23.03 Whenever the Employer and/or its designee determines that there may be cause for a Union employee to be 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 inform 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.

23.04 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).

23.05 For reprimands, the Chief of Police will allow for a Union representative to be present prior to issuance, if so requested by the employee.

23.06 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 member 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 pre-disciplinary hearing. The appeal to the Board of Trustees 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 of Trustees shall have ten (10) days in which to schedule a hearing with the charged employee and the appropriate representative. The Board of Trustees 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 of Trustees will have the authority to amend, modify, or dismiss the charges and/or disciplinary action.

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

23.08 In the event a step in the disciplinary procedure is vacant, appeals presented to the vacant step will proceed to the next step, without any loss of time.

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

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

| | |
|--|-----------|
| Written counseling and re-instruction and 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 a similar 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 unless the reprimand is for similar conduct.

23.11 It is the goal and policy of both the Employer and the FOP/OLC 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, such as harassment in the workplace. 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 24

INTERNAL INVESTIGATION

24.01 Any citizen alleging wrongdoing on the part of a member of the bargaining unit will be asked to sign a complaint form.

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

24.03 A bargaining unit member 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.

24.04 Questioning or interviewing of a bargaining unit member 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 provide for rest periods and attendance to physical necessities.

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

24.06 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.

24.07 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 Dispatcher or his designated representative. Such access shall be reasonably provided in advance of any hearing.

24.08 The bargaining unit member shall be entitled to F.O.P. representation, unless released by that bargaining unit member, in any subsequent investigative meeting.

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

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

24.11 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.

- I. 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 employee 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 member is required to submit a written report, he shall be advised of the reason for such report, and the Dispatchers shall be required to submit a detailed statement.
 - a. Once a bargaining unit member has made his initial written reply which results in a question of potential criminal activity, the Dispatcher shall not be deprived of his Constitutional Rights to remain silent and/or disciplined in the exercise of those rights.

24.12 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. Any lawful order shall not be construed as administrative pressure, threats, coercion, or promises.

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

24.14 Complaints against a bargaining unit member, anonymous or otherwise, when determined to be unfounded by the Chief of his designee shall not be included in any personnel file of the employee and may not be used in any subsequent disciplinary procedure. The original complaint and all copies shall be returned to the bargaining unit member against whom the complaint was alleged.

1. All oral and written reprimands against a bargaining unit member which are over two (2) years old shall not be used or held against a bargaining unit member in future disciplinary proceedings or promotional considerations.

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

ARTICLE 25

PROBATIONARY PERIODS

25.01 Newly hired members shall serve a probationary period of one (1) year from date of hire.

ARTICLE 26

DRUG AND ALCOHOL TESTING

26.01 Policy: The Employer and the Union recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employers work sites and/or while an employee is on duty.

26.02 Informing Employees About Drug and Alcohol Testing: All employees shall be fully informed of the Police Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to the employee. Prior to any testing, the employee will be required to sign the attached consent form and release form. (Appendix B) Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Employer.

26.03 Employee Testing: Employees shall be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. Fifteen (15%) percent of the safety forces will be random tested annually. All new hires shall be drug tested.

26.04 If, however, there is a reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in this policy. This reasonable suspicion may be based on the following:

Involvement in a fatal or serious bodily injury accident or in an accident involving substantial damage (apparently exceeding ten thousand (\$10,000.00) dollars); or an observable phenomena, such as direct observation or drug/alcohol use or the physical symptoms of being under the influence of a drug/alcohol; or an arrest and conviction of a drug related offense; or information provided by reliable and credible sources that have been independently corroborated. Post Accident testing for Drugs shall be done within thirty-two (32) hours, for alcohol within eight (8) hours.

26.05 Sample Collection: The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute Of Drug Abuse (NIDA). The laboratory chosen by the Employer. The laboratory used shall also be one whose procedures are periodically tested by

NIDA where they analyzed unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by NIDA. The Union and the Employer agree that security of the biological urine and blood samples is absolutely necessary; therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purposes.

Blood or urine samples will be submitted as per NIDA standards. Employees have the right for Union or legal counsel representatives to be present during the submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least (6) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed.

Tests shall be conducted in manner to ensure that an employee's legal drug use and diet does not affect the test results.

26.06 Drug Testing: The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

- Marijuana metabolites 100 ng/ml
- Cocaine metabolites 300 ng/ml
- Opiate metabolites [1] 200 ng/ml
- Phencyclidine 25 ng/ml
- Amphetamines 1,000 ng/ml

If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

If initial testing results are negative, testing shall be discontinued, all samples shall be destroyed. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GS/MS) techniques at the following listed cutoff values.

| Drug | Screening Cutoff | Confirmation Cutoff |
|-----------------------|------------------|---------------------|
| Ecstasy | | |
| Amphetamines* | 500 ng/ml | 250 ng/ml |
| MDMA/MDA/MDEA | 500 ng/ml | 250 ng/ml |
| Barbiturates | 300 ng/ml | 300 ng/ml |
| Benzodiazepines | 300 ng/ml | 300 ng/ml |
| Cocaine Metabolite* | 150 ng/ml | 100 ng/ml |
| Marijuana Metabolite* | 50 ng/ml | 15 ng/ml |
| Methadone | 300 ng/ml | 300 ng/ml |
| Opiates* | 2000 ng/ml | 2000 ng/ml |
| 6MAM | 10 ng/ml | 10 ng/ml |
| Phencyclidine* | 25 ng/ml | 25 ng/ml |
| Propoxyphene | 300 ng/ml | 300 ng/ml |

An employee who tests positive within the above parameters or refuses to be tested shall be notified that Injury Leave and/or Workers' Compensation benefits may be denied.

If confirmatory testing results are negative all Samples shall be destroyed and records of the testing expunged from the employee's file.

26.07 Alcohol Testing: A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. This screening test shall be performed by an individual qualified through and utilizing equipment certified by the Ohio State Police. An initial positive alcohol level shall be .04 grams per 201 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .04 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

26.08 Medical Review Officer: The Medical Review Officer shall be chosen by the Employer and must be a licensed physician with knowledge of substance abuse disorders: The Medical Review Officer shall be familiar with the characteristics of drug tests. (sensitivity, specificity, and predictive value), the laboratories running the tests and medical conditions and work exposures of the employees. The role of the Medical Review Officer will be to review and interpret the positive test results. The Medical Review Officer must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Officer must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication, and may contact the prescribing physician.

26.09 Laboratory Results: The laboratory shall advise only the employee and the Medical Review Officer of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Officer once he has completed his review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

26.10 Testing Program Costs: The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Officer. The Employer shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

26.11 Rehabilitation Program: Any employee who tests positive for illegal drugs shall be medically evaluated, counseled and treated for rehabilitation as recommended by E.A.P. counselor. Illegal drugs include prescription drugs for which there is no prescription, or are abused. Employees who complete a rehabilitation program will be re-tested random once every quarter for the following months. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a program on their own initiative shall not be subject to re-testing. The treatment and rehabilitation shall be paid for by the employee's insurance program. Any costs over and above the insurance coverage shall be paid for by the employee for treatment and rehabilitation. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program. If an employee tests positive during the twenty-four (24) month period they shall be subject to disciplinary action as per the Department Rules and Regulations, the employee will be re-evaluated by an E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment. If an employee tests positive during this subsequent twenty-four (24) month period which in effect will be the employee's third chance for rehabilitation, the employee will be subject to discipline as per the Department Rules and Regulations.

26.12 Duty assignment after treatment: Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and two (2) years have passed since the employee entered the program, the employees personnel file shall be purged of any reference to his/her drug or alcohol problem.

26.13 Right of appeal: The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this Agreement is grievable.

26.14 Union held Harmless: This drug and alcohol testing program was initiated at the request of the Employer. The Police Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this Collective Bargaining Agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

26.15 Changes in Testing Procedures: The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in the grievance procedure of this Contract.

26.16 Conflict with Other Laws: This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or Local statutes.

26.17 The employee and the O.P.B.A. shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

26.18 There shall be an initial four (4) hour employee educational program, and an annual two (2) hour employee refresher program. There shall be an initial four (4) hour Supervisor educational program, and an annual two (2) hour Supervisor refresher program.

26.19 If any portion of this Drug and Alcohol Testing Policy prevents the Township from securing the Drug Free Safety Workplace discount for its Workers' Compensation premiums, the offending provision will be reopened for negotiation. If the parties are unable to resolve the dispute, the issue will be presented to an Arbitrator as set forth at Step 3 of the Grievance Procedure.

ARTICLE 27

JURY DUTY

27.01 Employees who are required to serve on Jury Duty shall receive their regular pay when absent from work, providing the employee surrenders all fees received to the Employer.

ARTICLE 28

WAGES

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

| | |
|-----------------------|-------------|
| Dispatcher (0-1 yrs.) | \$28,008.15 |
| Dispatcher (1-2 yrs.) | \$30,978.26 |
| Dispatcher (2-3 yrs.) | \$36,992.68 |

28.02 Effective January 1, 2012, all employees shall be paid in accordance with the following schedule.

| | |
|-----------------------|-------------|
| Dispatcher (0-1 yrs.) | \$28,288.23 |
| Dispatcher (1-2 yrs.) | \$31,288.04 |
| Dispatcher (2-3 yrs.) | \$37,362.61 |

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

| | |
|------------------------|-------------|
| Dispatcher (0-1 yrs.) | \$28,712.55 |
| Dispatcher (1 -2 yrs.) | \$31,757.36 |
| Dispatcher (2-3 yrs.) | \$37,923.05 |

28.04 Head Dispatcher Premium - Employee designated as Head Dispatcher shall be paid an additional six hundred fifty (\$650.00) dollars in base wages each year.

ARTICLE 29

LONGEVITY

29.01 All employees will be paid longevity as follows:

| | |
|------------------------|------------|
| After 5 years service | \$500.00 |
| After 10 years service | \$650.00 |
| After 15 years service | \$800.00 |
| After 20 years service | \$1,000.00 |

29.02 The longevity benefits shall be paid once per year on a date specified by the Employer.

ARTICLE 30

GENDER AND PLURAL

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

ARTICLE 31

MILITARY LEAVE

31.01 Any employee who is a member of a reserve force of the United States, or of the State of Ohio and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States, or the State of Ohio, shall be granted leave of absence during the period of such activity.

31.02 Such leave shall not reduce the employee's seniority status, vacation, sick leave or other benefits.

31.03 Employees will be paid the difference between their normal weekly wage and military pay, providing the military pay is less than their normal weekly wage and such payments do not continue for a period of greater than thirty-one (31) days.

ARTICLE 32

MATERNITY LEAVE

32.01 Granting of maternity leave shall be issued to an employee becoming pregnant after six (6) months or more of service with the Employer. The starting date of maternity leave shall be at a reasonable time determined jointly by the employee and her supervisor. She will be reinstated with seniority rights earned as of the date of departure on maternity leave and any increments in wage or other benefits negotiated in her absence shall be granted to returning employees under this article, applicable to the step occupied at commencement of leave. She will be reinstated as prescribed herein provided she contacts the Board of Trustees or its representative within thirty (30) days after delivery and indicates her desire to return to work, and that she returns to work not more than ninety (90) days after delivery. Maternity leave shall be without pay.

32.02 Maternity leave will not affect the employee's right to the use of sick leave after completion of maternity leave for unassociated illness or injury.

32.03 The Employer will comply with the provisions of the 1993 Family and Medical Leave Act. Employees will not be required to exhaust accumulated sick leave where such would result in having less than forty (40) hours sick time banked.

ARTICLE 33

OBLIGATION TO NEGOTIATE

33.01 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.

33.02 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 34

CONFORMITY TO LAW

34.01 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 35

TERM

35.01 The Agreement shall be in effect for an initial period commencing January 1, 2011 and ending December 31, 2013. Both parties agree to commence negotiations at least ninety (90) days, but not more than one hundred twenty (120) days prior to the termination date of this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto affix their signatures on this 8th day of SEPTEMBER, 2011.

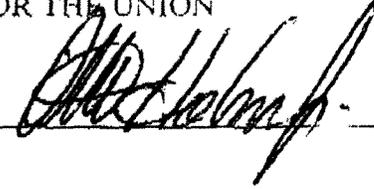
FOR THE EMPLOYER







FOR THE UNION



APPENDIX "A"

OLMSTED TOWNSHIP FRATERNAL ORDER OF POLICE

GRIEVANCE APPEAL FORM

Name of Employee _____
(Grievant)

Position of Employee _____

Date and Time of incident giving rise to the grievance

(Date) (Time)

Nature of grievance, Article and Section allegedly violated. _____

Statement of facts. _____

Relief requested. _____

STEP 1 - CHIEF OF POLICE DEPARTMENT OR DESIGNEE, OLMSTED TOWNSHIP

Delivered by Grievant to the Chief of the Police Department or designee.

Received by _____ Date _____

Chief of Police Department Answer:

Signature _____ Date _____
(Chief of Police Department)

STEP 2 - APPEAL TO BOARD OF TRUSTEES

REASON FOR APPEAL _____

RELIEF REQUESTED _____

SIGNATURE OF GRIEVANT _____ DATE _____

RECEIVED BY _____ DATE _____

BOARD'S ANSWER _____

BOARD'S SIGNATURES

DATE _____

DATE _____

DATE _____

RECEIVED BY GRIEVANT _____

DATE _____

If the member is dissatisfied with the Board's decision, the grievance may be taken to arbitration by filing a notice of intent to arbitrate and delivering it to the Board's office within thirty (30) days of receipt of the Board's decision.

WAIVER OF PREDISCIPLINARY HEARING FORM

APPENDIX "B"

NAME OF EMPLOYEE _____

POSITION OF EMPLOYEE _____

The undersigned hereby notifies the Chief of the Police Department or designee, that I am fully cognizant of the nature of the charges against me and the extent of discipline which may be rendered.

I hereby waive my right to a predisciplinary hearing as set forth in Section 23.03, retaining all rights to appeal the decision of the Chief as set forth in Article 23, Corrective Action.

Signature of Employee

Date

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

| | | |
|----------------------------|---|----------------------------|
| FRATERNAL ORDER OF POLICE, | } | |
| OHIO LABOR COUNCIL, INC., | } | Case No(s): 10-MED-09-1158 |
| EMPLOYEE ORGANIZATION, | } | (Dispatchers) |
| | } | |
| and, | } | |
| | } | |
| OLMSTED 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. William Schmitz
wschmitz@imslaw.net