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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

SAGAMORE HILLS TOWNSHIP

12-MED-10-1182
12-MED-10-1183

AND THE

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

2294-04
2294-05

**THE BARGAINING UNITS OF ALL REGULAR
PART-TIME PATROLMAN AND
AND
PART-TIME DISPATCHERS**

Beginning January 1, 2013- Ending December 31, 2015

ARTICLE 1.

AGREEMENT/PURPOSE

Section 1. This Agreement entered into by the Township of Sagamore Hills, hereinafter referred to as the "Employer", and Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union" or the "OPBA", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code: and to set forth in entirety, the full and complete understandings and Agreements between the parties governing the wages, hours, terms and other conditions of employment for those Employees included in the bargaining units as defined herein.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties.

ARTICLE 2.

RECOGNITION

Section 1. The Ohio Patrolmen's Benevolent Association, ("OPBA") is recognized as the sole and exclusive representative for the bargaining units of all regular part-time Patrol Officers, part-time Dispatchers in the Department of Police for the purpose of establishing rules and conditions of employment. The Township will not recognize any other Union, organization, or person as the representative for any of the bargaining unit members.

Section 2. Employee is defined as a member of any of the bargaining units defined above.

ARTICLE 3.

NON-DISCRIMINATION

Section 1. Both the Township and the Union recognize their respective responsibilities under the Federal and State Civil Rights Laws; or employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the Township and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, sex, age or disability.

Section 2. The Township recognizes the right of all Employees to be free to join the Union. The Township agrees there shall be no discrimination, interference, restraint, coercion, or

reprisal by the Township against any Employee or any applicant for employment because of Union membership.

ARTICLE 4.

DUES DEDUCTION

Section 1. The Employer agrees to deduct from the wages and salaries of the bargaining unit members dues required by the OPBA by payroll deduction. All members of the bargaining units shall either become dues paying members of the OPBA, or as a condition of continued employment, remit to the OPBA a fair share fee in the amount set by the OPBA per person per month in accordance with the provisions of O.R.C. 4117.090, starting the thirty-first (31) day of employment with the employer or execution date of this Agreement, whichever comes first.

Section 2. Dues and Fair Share Fees shall be paid over by the Employer once each month to the OPBA at P.O. Box 338003, North Royalton, Ohio 44133, or such address as set by the OPBA from time to time.

Section 3. An Employee shall have the right to revoke such authorization by giving written notice to the Employer and the OPBA at any time during the fifteen (15) day period preceding the termination of this Agreement, and the authorization card shall state clearly on its face the right of an Employee to revoke during that period.

Section 4. The Employer's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 5. The OPBA will indemnify and hold the Employer harmless from any action arising out of deductions hereunder and commenced by an Employee against the Employer.

Section 6. All bargaining unit Employees who are not members of the OPBA shall pay a fair share fee to the OPBA in the amount of Employee dues as set by the OPBA from time to time. The deduction to the fair share fee from any earnings of the Employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the OPBA of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

Section 7. The Employer shall, at the Employee's request, deduct union dues if said Employee is not a bargaining unit member.

ARTICLE 5.

BULLETIN BOARDS

Section 1. The Township shall provide the Union with a Bulletin Board provided that: Such Bulletin Board shall be used only for posting notices bearing the written approval of

the Associate of the Union or an official representative of the OPBA, and shall be solely for Union business; and no notice or other writing may contain anything controversial or critical of the Township or any other institution or of any Employee or other person; and upon request from an appropriate official of the Township the Union will remove any notice or other writing that the Township believes to be inflammatory or derogatory.

Section 2. The Union Bulletin Board shall be kept separate from any other Bulletin Board which the Township may have for their purposes.

ARTICLE 6.

OPBA REPRESENTATION

Section 1. Non-Employee representation by the OPBA shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on duty bargaining unit member Employee, provided that arrangement of the contact is not unduly disruptive of Employee's job responsibilities.

Section 2. Release time shall be granted for members of the Negotiation Grievance Committees in compensation for hours spent by each member in negotiations or grievance hearings. The release time shall be granted at a rate of one (1) hour earned and shall be taken at the discretion of the Employee provided the release time does not create overtime or does not effect the minimum manpower requirements of the Sagamore Hills Township.

Section 3. The OPBA may schedule meetings on Police Department property insofar as those meetings are not disruptive of the duties of the Employees or the efficient operation of the Department. Special rank-and-file meetings may be held at any hour. Insofar as is feasible, all on or off-duty bargaining unit members shall be afforded the opportunity to attend these meetings. Off duty officers attending those meetings shall not be compensated for their attendance.

Section 4. Reasonable provisions shall be made by the Employer so that bargaining unit members selected by the OPBA as representatives on their negotiating committee and scheduled for duty may be carried on special assignments for the entire assigned shift for the purpose of negotiating during the term of this Agreement.

Section 5. Upon advanced approval by the Chief of Police of his designee, time off may be allowed of up to eight (8) hours per person each week for a maximum of one (1) member of the negotiating committee, designated in advance, during the last sixty (60) days of this Agreement, exclusive of any extensions. The OPBA delegates shall be authorized an aggregate of seven (7) work days of paid leave per calendar year for delegates to use any time during the year to attend OPBA functions such as, but not limited to, conventions, educational meetings, or conferences. Sagamore Hills Township shall make other reasonable provisions for authorizing vacation leave or personal allowance credits for Employees to attend OPBA functions in addition to the above mentioned seven (7) days. In

addition to the seven (7) days delegate days listed in this Article, the OPBA shall be authorized a delegate "time bank." Each year of this Agreement, bargaining unit members shall be authorized to donate accrued leave time to said bank via a voucher form provided by Sagamore Hills Township. The OPBA may utilize such time as necessary for OPBA approved activities.

Section 6. The OPBA may utilize all aforementioned provisions of this Article by having the Delegate or his designee notify the Chief of Police as soon as practicable upon learning of the need for such leave, but not less than seven (7) calendar days prior to the commencement of said leave more than two (2) Employees are designated by the OPBA for said leave at any given time.

ARTICLE 7.

PROBATIONARY PERIODS

Section 1. Every newly hired Employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the Employee receives compensation from the Employer and shall continue for a period of 2080 hours.

ARTICLE 8.

MANAGEMENT RIGHTS

Section 1. The Employer's exclusive rights include, but shall not be limited to the following, except as expressly limited by the terms set forth in this Agreement:

- A. Determine matters of inherent managerial policy, including areas of discretion of policy such as functions and programs, standards of service, overall budget, use of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire Employees;
- C. Maintain and improve efficiency and effectiveness of operations;
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge, for just cause, layoff, transfer, assign, schedule, promote, or retain Employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Department:

- H. Effectively manage the work force including hours and nature of assignments; and
- I. Take actions to carry out the mission of the Department as a governmental unit.

Section 2. Nothing in this Agreement shall operate, or be interpreted to operate, in any fashion which impairs the Employers' rights as outlined above. The Employer specifically reserves all rights and privileges not specifically identified or impaired in any Article of this Agreement. Those divisions affecting the Employee's rights as provided by this Agreement or conditions of the Employees may be challenged through the Grievance and Arbitration procedures of this Agreement.

ARTICLE 9.

APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES & DIRECTIVES

Section 1. The OPBA recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directive consistent with statutory authority; to regulate the personal conduct of employees while at work and the conduct of the employer's services and programs.

Section 2. The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every Employee shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished to the highest official of the OPBA prior to implementation.

Section 3. It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all Employees under similar circumstances. Any Employee against who such rules, policies and directives are enforced may challenge their uniformity of application or interpretation as to that Employee. This challenge shall be subject to the grievance procedure, Article 13 Grievance Procedure.

Section 4. As soon as reasonably possible after the execution of this Agreement, the Employer shall furnish to the OPBA a copy or copies of the existing written work rules.

Section 5. All new Employees, for the duration of this Agreement, shall be supplied with a personal copy of all work rules, policies, procedures and directives.

Section 6. The OPBA recognizes that it is the exclusive statutory duty of the Chief and Board of Trustees to establish general rules for the operation of the Department. However, the OPBA may request that the Chief and Board of Trustees meet to discuss the effects of any work rules upon the wages, hours, terms and other conditions of employment of those Employees included in the bargaining unit and such request shall be honored, in a reasonable timeframe.

ARTICLE 10.

PAST PRACTICES/PREVAILING RIGHTS

Section 1. All rights, privileges affecting wages and benefits, and working conditions enjoyed by the Bargaining Unit Members at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

Section 2. The Township agrees to furnish the OPBA with a written notice of the Employer's changes in Police Department rules, regulations, or policies and procedures that would affect the working conditions of the bargaining unit members or equipment. If the OPBA does not respond in writing within fifteen (15) calendar days of the date of receipt of such written notice, the OPBA will waive its right to meet and confer on the changes.

Section 3. Should the OPBA respond within fifteen (15) calendar days from the date of receipt of such written notice, the Employer agrees to meet and confer with the OPBA in order to freely exchange information, opinions and proposals relating specifically to the changes. Upon request, the Employer shall at its option provide the OPBA with or access to available resource materials studies or data relating to the merits of the changes prior to said meeting with the Employer. However, such materials shall remain the property of the Employer until such time as the Employer may choose to relinquish its rights thereto.

ARTICLE 11.

BARGAINING UNIT WORK

Section 1. The Employer shall not attempt to erode the bargaining unit, the rights of bargaining unit members, or adversely affect the safety of bargaining unit members.

Section 2. Opportunities for special duty or special assignments which result from requests by private individuals or groups for security or traffic control, shall first be offered to full-time Bargaining Unit Members by seniority then to part-time Bargaining Unit Members by seniority.

Section 3. Officers may work any off duty jobs in uniform that do not conflict with employment or with the Sagamore Hills Township Police Department, except for places where both : (1) beer, wine or liquor are sold for on-site consumption and (2) such sales of beer, wine and liquor are more than mere incidental sales to the primary business use. Officers may be commissioned to work for other law enforcement agencies so long as it does not conflict with employment with the Sagamore Hills Township Police Department.

Section 4. Requests for time off shall be requested in writing with as much lead time as possible, except for emergency circumstances. Except in emergency situations, time off requests shall be made 48 hours in advance of the shift to accommodate filling the position without creating unnecessary overtime. All requests for time off shall be subject to approval, in advance, by the Chief of Police or his designee.

ARTICLE 12.

DISCIPLINE

Section 1. Any Bargaining Unit Member who is demoted, suspended or discharged shall be given written notice regarding the reason(s) for the disciplinary action within five (5) days after the occurrence giving rise to such disciplinary action. However, in the case of investigation such notice shall be given three (3) days after the completion of said investigation. In the case of suspension or discharge, the Employee shall be given the right to confer with and have present at any disciplinary hearing a representative of the OPBA.

Section 2. Disciplinary action taken by the Employer shall only be for reasonable or just cause.

Section 3. Any disciplinary action against a Bargaining Unit Member may be appealed in accordance with the dispute resolution procedure in Article 13 of this Agreement.

Section 4. Progressive discipline will be used, as a method of imposing discipline in steps, with first offense meriting light punishment and subsequent offenses receiving harsher penalties. The progression shall follow the following steps: an oral warning or counseling session, a written reprimand, a suspension and then a discharge. If the offenses are of a serious nature, the Trustees may determine that a different sequence is required. All questioning, counseling and oral warnings shall be conducted in a private and professional manner. The Employee shall have the right to recess any such meeting if it becomes hostile and request that a Township Trustee be present before the meeting is reconvened unless the matter is related to a criminal investigation.

Section 5. Records of disciplinary action shall have no force and effect, nor shall they be considered for any subsequent disciplinary charges in accordance with the following schedule: barring no reoccurrence of the same incident; written reprimands - 18 months; suspensions of four (4) days or less - 18 months.

ARTICLE 13.

GRIEVANCE PROCEDURE

It is the intent and purpose of the parties of this Agreement that all grievances shall be settled at the lowest step possible pursuant to the grievance procedure specified herein.

It is understood by the parties that any Employee shall have the right to have an OPBA representative of his own choosing present at all steps of this procedure.

Nomenclature

Grievance - A grievance shall be deemed as a written claim arising under the terms of this Agreement with regard to the interpretation or application of this Agreement, including any and all disciplinary action.

Grievant - the "grievant" shall be defined as any Employee or group of Employees allegedly harmed as a result of a violation of this Agreement.

Day - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided in this Agreement.

The following procedure shall apply to the administration of all grievances filed under this procedure.

All formal grievances shall be reduced to writing and shall include the name and position of the grievant, the specific provisions of the Agreement allegedly violated, the time and place where the alleged events or conditions giving rise to the grievance took place, and a general statement of the nature of the grievance and the relief sought by the grievant.

All formal decisions shall be rendered in writing at each step of the grievance procedure and copies of the answer shall be submitted to the grievant and his representative.

Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the administration and having such matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. Any such informal adjustment shall not be precedent setting or binding upon either the OPBA or the Employer with regard to future proceedings.

Any Employee opting to waive OPBA representation at any step in this procedure shall do so in writing prior to the commencement of the grievance hearing. However, this does not preclude the right and obligation of the OPBA to have a Business Agent present at all grievance hearings if it so chooses.

The time limits specified herein may be waived at any step by mutual Agreement of the parties. Any such waiver shall be reduced to writing and signed or initialed by both parties.

If the Employer fails, at any step, to answer a grievance filed pursuant to this procedure within the specified time limits, said grievance shall be deemed settled at that step in favor of the grievant. In the event any grievance is not filed, at the appropriate step within the time limits specified, said grievances shall be considered dismissed with prejudice.

Grievance Procedure Steps

Step 1: Any Employee who believes that he has a claim arising under the term of this Agreement with regard to the interpretation or application of this Agreement including any and all disciplinary actions shall reduce said grievance to writing as provided herein and submit the same within seven (7) days of the date of occurrence or within fifteen (15) days of the date the Employee gains knowledge of the occurrence of said grievance to the Chief of Police. The Chief shall schedule a meeting with the Employee and his OPBA representative with ten (1) days from the date the Chief is informed of the grievance.

Step 2: If the grievance is not satisfactorily resolved at Step 1, the grievance shall proceed to Step 2 by the grievant notifying the Township Board of Trustees of said Appeal within ten (10) days from the date of the written response. A meeting on said grievance shall be held within five (5) days from the date the grievance is submitted to the Board of Trustees. The Board of Trustees shall respond in writing to the grievant and the OPBA representative within ten (10) days from the date of Step 2 meeting.

Step 3: If the grievant is not satisfied with the decision rendered by the Board of Trustees, the OPBA shall then have the choice to proceed to arbitration pursuant to Article 14 of this Agreement.

A non-probationary Bargaining Unit Employee who is suspended or discharged shall be given written notice immediately regarding the reason for disciplinary action. Any disciplinary action taken by the Employer shall only be for reasonable or just cause.

Within ten (10) days of notice of suspension or discharge, a hearing shall be held with the Township Board of Trustees. The Board of Trustees shall make a decision on said suspension or discharge within ten (10) days from the date of hearing. If the OPBA is not satisfied with the decision rendered by the Board of Trustees, then the same may proceed to arbitration pursuant to Article 14 of this Agreement.

ARTICLE 14.

ARBITRATION PROCEDURE

Section 1: In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within fifteen (15) days after the rendering of the decision at Step 3, the OPBA may submit the grievance to arbitration, accompanied with written notice to the Employer. The parties shall attempt to meet prior to arbitration to mutually resolve the issue. If such Agreement is not reached, the parties will promptly request the Federal Mediation & Conciliation Service (FMCS) to submit a panel of arbitrators and the parties will choose one by the alternate strike method.

Section 2: The arbitrator shall have no power or authority to add to, subtract from or in any way or manner alter the specific terms of this Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 3: The hearing or hearings shall be conducted pursuant to the rules of the FMCS.

Section 4: The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by both parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 5: An Employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena, and shall be compensated at his regular hourly

rate for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at not time shall the number of Employees in attendance exceed five (5) Employees.

Section 6: The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 15.

WAGES AND PERS PICK-UP COMPENSATION

Section 1:

All Bargaining Unit Members shall be paid in accordance with the following:
 Part-Time Police Officers. All current Part-Time Patrol Officers currently making \$21.73 per hour shall remain at such rate of pay without increase. All other current Part-Time Officers and all new hired Part-Time Officers shall be compensated at the rate of 85% of the then current Full-Time Patrol Officer Start rate of pay until they reach a total of 2080 hour at which time they shall be compensated at the rate of 95% of the then current Full-Time Patrol Officer Start rate of pay.

All Part-Time Dispatchers shall be paid as follows:

	1/1/2013	1/1/2014	1/1/2015
Start training	\$12.14/hr	\$12.38/hr	\$12.69/hr
End of training	\$14.54/hr	\$14.84/hr	\$15.21/hr
1 plus years	\$17.01/hr	\$17.35/hr	\$17.79/hr
2 plus years	\$18.07/hr	\$18.42/hr	\$18.89/hr

Employees of the Township are not covered by social security. Most Employees of the Township are members of the Public Employees Retirement Systems (PERS).

ARTICLE 16.

SENIORITY

Section 1: Seniority for all Bargaining Unit Members shall be based upon the Employee's total service with the Employer, excluding any Employee's who are grandfathered by the Employer via a Township Resolution #34-86 dated 1/19/1993. The operation of seniority shall prevail for all applicable issues as prescribed herein.

Section 2:

Employees who go from part-time to full-time status shall have a probationary period that shall be for a period of 2080 hours plus six months of full time service.

ARTICLE 17.

DUTY HOURS

Section 1:

The lunch period for all employees of the Bargaining Unit shall be forty-five minutes (45). A lunch break shall allow the Dispatcher to be away from the work area for the designated lunch time.

Section 2: Upon the request of the Dispatcher for their lunch period the Employer shall make every attempt to provide coverage for the dispatch duties during their lunch period. Coverage will be provided no later than forty-five (45) minutes from the request barring an emergency circumstance.

Section 3: Lunch breaks that cannot be taken because of an emergency, or natural disaster, cannot be compensated for in pay or time. The lunch time taken shall be considered as time worked in the Dispatchers work day. However, the Trustees are desirous of seeing that Dispatchers are given uninterrupted lunch breaks whenever possible.

All part-time employees shall furnish the employer with the days and hours of the availability at least thirty (30) days in advance of the next scheduling month. All part-time employees shall provide management at least three (3) shifts per thirty (30) days scheduling period when they can work during the next thirty (30) days period. Failure to timely provide such shifts shall be grounds for discipline, including termination. The employer shall then have the right to assign shift/hours based on seniority and the schedule of availability provided by the part-time employees. Once the schedule is posted, any part-time employee who fails to work three (3) assigned shifts within a six (6) month period may be disciplined, including termination. "Failure to work" shall include calling off, trading shifts, or failure to report for shifts.

ARTICLE 18.

OVERTIME PAY AND COURT TIME

Section 1: Part-time Patrol Officers shall receive overtime in the amount of one and one-half times the Employee's regular pay rate and shall be paid for actual hours worked in excess of eighty (80) hours in a two week, fourteen (14) work day period.

Section 2: Whenever approved by the Employer, any Employees called in to work for any time period shall be paid not less than three (3) hours or actual time spent, whichever is greater.

Section 3: When an Employee is appearing in court or ordered to report for duty outside their regular shift hours on behalf of the Employer, they shall be paid not less than three (3) hours or actual time spent, whichever is greater, at the rate of one and one-half times their pay rate. When an Employee is appearing for any reason other than a duty assignment, including training and staff meetings on behalf of the Employer, they shall be paid not less than three (3) hours or actual time spent, whichever is greater at the regular pay rate.

ARTICLE 19.

UNIFORM ALLOWANCE

Section 1: All part-time Patrol Officers shall receive a uniform allowance in the amount of \$.40 per hour to a maximum of \$775.00 per year, payable each quarter.

Section 2: All new hired Part-time Patrol Officers shall receive a uniform allowance in the amount of Four Hundred Dollars (\$400.00) upon the start of employment.

Section 3:
Replacement of Uniform and Equipment. Should a Bargaining Unit Member's uniform or equipment become damaged in the line of duty, the Employer shall replace the damaged item(s).

Section 4: All part-time Dispatchers shall receive a uniform allowance in the amount of \$.31 per hour to a maximum of \$650.00 per year, payable each quarter.

Section 5: All new hired Part-time Dispatchers shall receive a uniform allowance in the amount of Three Hundred Fifty Dollars (\$350.00) upon the start of employment.

ARTICLE 21.

HOLIDAYS

Section 1: All part-time Employees shall be entitled to wages at the rate of time and one-half for actual hours worked during the following holidays but no hours of work on such holidays shall be guaranteed:

New Year's Day; Martin Luther King Day; Columbus Day; Memorial Day; 4th of July; Labor Day; President's Day; Veteran's Day; Thanksgiving; Christmas Day.

Employees must work the holiday in order to be eligible for the Holiday pay.

ARTICLE 22.

ADMINISTRATIVE LEAVE

Section 1: In any action of any member which results in death in another, the involved Member shall be placed on administrative leave, without loss of pay or benefits, pending the results of the investigation. Furthermore, the department's staff psychologist or a Critical Incident Task Force may be notified to provide counseling for the involved Member or Members.

ARTICLE 23.

PERSONNEL FILES

Section 1: Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining Unit Members shall have access to their records, including training, attendance and payroll records, as well as those records maintained as personnel file records.

Section 2: Every Bargaining Unit Member shall be allowed to review the contents of his personnel file at reasonable times upon written request, except that any Bargaining Unit Member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the Bargaining Unit Member.

Section 3: All entries of a disciplinary or adverse nature shall be maintained solely in the personnel file which shall be maintained in the office of the Chief of Police in his designee. The affected Bargaining Unit Member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement. No unfounded complaint shall become part of any Bargaining Unit Member's personnel file.

Section 4: Records of written warning and reprimands shall cease to have force and effect eighteen (18) months from the date of issuance. Any record of discipline of any kind shall cease to have force and effect eighteen (18) months from the date of issuance, barring no reoccurrence of the same incident.

ARTICLE 24.

LABOR MANAGEMENT AND SAFETY COMMITTEE

Section 1: The Labor Management and Safety Committee shall consist of the Township Trustee or their designee, the Chief of Police or designee, and a Member of the Bargaining

Unit, and the Union Representative, if needed. It is mutually agreed that this Committee shall meet on a quarterly basis, or as mutually agreed, after a written request from either party for the purpose; to discuss pending issues and to promote a more harmonious Labor/Management relationship; to discuss ways to improve efficiency within the Department; to discuss safety and health issues of the Department. The Employer and the OPBA shall comply with all applicable Federal and State laws, rules and regulations with regard to safety.

ARTICLE 25

CONFLICT WITH LAW AND SEPARABILITY

Section 1: The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If by operation of law or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Section 2: The parties agree that should any provision of this Agreement be found to be invalid, they will attempt to negotiate replacement language on the same subject matter within thirty (30) calendar days.

ARTICLE 26.

POLYGRAPH EXAMINATION

Section 1: Polygraph examinations will only be given with the consent of the Employee.

ARTICLE 27.

MISCELLANEOUS

Section 1: When Employees are sent for training that is more than 30 minutes away from the Sagamore Hills Township Police Department, travel time shall be regarded as compensable hours of work. When training sessions, including compensable travel are eight (8) hours or longer, the Employee shall be credited with having worked a full day.

Section 2: Employees may either take a Township vehicle, or be paid gas and mileage for all training.

Section 3: The Trustees shall acquire an electronic key card access system for the Police Department.

Section 4: The Range Program is reinstated. All Officers are entitled to up to 100 rounds per year.

Section 5: Shifts shall be assigned according to Policy Statement outlined in June 9, 2010 Memorandum.

ARTICLE 28.

DURATION

Section 1: This Agreement shall become effective the day it is executed by all parties, and shall remain in full force and effect through the last day of December 31, 2013, except as provided for herein.

Section 2: Any Amendments to this Agreement, to be binding on the parties hereto, shall be written, signed by the parties, and attached to an original executed copy.

Section 3: The parties acknowledge that during the negotiations which resulted in this Agreement, each has the unlimited right to make demands and proposals on any subject matter and that the understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representative(s) this ____ day of _____, 2013.

FOR THE OPBA:

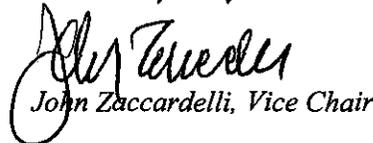
FOR SAGAMORE HILLS TOWNSHIP:


OPBA Representative

5/6/13
Date


Rose Mary Shell, Chair

Date 5.2.13


John Zaccardelli, Vice Chair

5/2/13
Date


Richard H. Barrett, Trustee

Date 5-2-13