**An**

# AGREEMENT

**between**

**THE SYLVANIA TOWNSHIP BOARD OF TRUSTEES**

**and**

**THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

**DISPATCHERS, SECRETARIES AND CLERKS**

**Effective – January 1, 2014**

**Expires –December 31, 2016**

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## ARTICLE1 AGREEMENT

1.01 THIS AGREEMENT is made and entered into in the Township of Sylvania, County of Lucas, State of Ohio, by and between the Sylvania Township Board of Trustees (hereinafter referred to as the "Employer") and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the "Union").

1.02 It is the general purpose of this Agreement to increase the efficiency of the Sylvania Township Police Department, to recognize the common interest in public service to the citizens of Sylvania Township, to achieve better understanding between the parties, and to provide for the peaceful settlement of any differences that may arise between the parties. The parties to this Agreement will cooperate fully to secure the advancement and achievement of the above purposes.

## ARTICLE 2 MANAGEMENT RIGHTS

2.01 Except as otherwise agreed herein, the Employer retains its right to manage its operations and direct and supervise the working force, including the rights to:

A. Determine matters of inherent managerial policy, such as functions, programs, standards of service, overall budget, utilization of technology, and organizational structure.

B. Direct, supervise, evaluate or hire employees.

C. Maintain and improve the efficiency and effectiveness of governmental operations.

D. Determine overall methods, processes, means and personnel by which governmental operations are to be conducted.

E. Suspend, discipline, demote, discharge for just cause or layoff, transfer, assign, schedule, promote or retain employees.

F. Determine the adequacy of the work force.

G. Determine the overall mission of the Employer.

H. Effectively manage the work force.

I. Take actions to carry out the Employer's mission as a governmental unit.

2.02 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 the work force, 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 3 RECOGNITION CLAUSE

3.01 The Employer hereby recognizes the Union as the sole and exclusive representative for all Chief Dispatchers, Dispatchers, Secretaries, Administrative Secretary, Record Clerks and Property Manager employed in the Employer's Police Department as certified by the State Employment Relations Board (SERB) in Case Nos. 97-REP-03-0071 for the purpose of negotiating wages, hours and other conditions of employment. Excluded shall be the Chief of Police, Deputy Chief, Captains, Lieutenants, Sergeants, Patrol Officers, and all office clerical, management, supervisory, confidential, and professional employees as defined by the Ohio Public Employee Collective Bargaining Act, Ohio Revised Code Chapter 4117, as presently enacted or hereafter amended.

## ARTICLE 4 AGENCY SHOP

4.01 All employees in the bargaining unit shall, within sixty (60) days immediately following the effective date of this Agreement or their date of hire, whichever is later, either become dues-paying members of the Union or remit a fair share service fee equal to the dues of the Union, all on the basis of automatic dues deduction.

The Union will establish a rebate procedure for fees deducted from non-members of the Union in accordance with Ohio Revised Code Section 4117.09.

4.02 The Employer agrees to deduct from the wages of all employees once each month the regular monthly Union dues and assessments. The Employer shall furnish the Union a list of employees in the Police Department indicating their starting date of employment and mail the monthly dues and fair share service fee deduction to the Ohio Patrolmen's Benevolent Association, P.O. Box 338003, 10147 Royalton Road, Suite J, North Royalton, Ohio 44133.

Said deduction shall only be made from the wages of employees who individually and voluntarily certify in writing that they authorize such deduction, and the written authorization shall specifically require the Union to hold the Employer harmless during the term of this Agreement for any deductions made from the Employee's wages pursuant to this authorization.

4.03 The Union agrees to indemnify and hold the employer harmless against any and all liability, including, but not limited to, such items as wages, damages, awards, fines, court costs and attorney fees, which may arise by reason of or result from the operation of this Article of the Agreement, except failure to forward deducted dues or fees.

## ARTICLE 5 NON-DISCRIMINATION

5.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex or disability.

5.02 The Union and Employer agree that membership in the Union is at the option of the employee and that neither will discriminate against any employee(s) based on union membership.

## ARTICLE 6 UNION BUSINESS

6.01 Employees elected or appointed to represent the Union shall perform their Union functions including, but not limited to, attendance at regular and special meetings, conventions, seminars and conferences on their off-duty time. The Employer shall recognize up to one (1) employee per shift, of which one (1) shall be designated as chairman of the committee, to act as local Union representatives for the purpose of representing employees in the Grievance Procedure. The representatives shall be allowed reasonable time, while on-duty, to investigate the grievance with the employee.

Union representatives shall only be permitted to investigate grievances with the employee on-duty when the normal operations of the Department are not disrupted. Further, the Union representative shall be required to notify his immediate supervisor when leaving his work assignment and to report to his supervisor upon return and shall permit the supervisor sufficient time to make necessary arrangements for relief.

6.02 An employee may be accompanied in any disciplinary hearing or interrogation by a Union representative, and the Employer shall endeavor to schedule such disciplinary hearings or interrogations at a time and place where the on-duty Union representative may attend.

6.03 The Employer shall allow the Union to post Union notices on the bulletin board in the Squad Room in the same manner as in the past, providing such notices and/or posting shall not be of a political, obscene or scurrilous nature. Articles posted by the Union shall not be removed or tampered with by the Employer.

## ARTICLE 7 GRIEVANCE PROCEDURE

7.01 Grievance Definition and Procedure. A grievance under this Agreement is a dispute arising out of the interpretation or application of express provisions of this Agreement.

If an employee feels he has a grievance that he wishes to pursue, he shall proceed in the following manner, however Union directors may still file grievances on behalf of a class of bargaining unit members:

Step 1. Supervisor An employee having a grievance and/or his Union representative shall arrange a meeting with the employee's immediate supervisor for the purpose of discussing the grievance. Failing to obtain a satisfactory resolution, the employee may proceed to the next step.

Step 2. Chief of Police The employee and/or the Union representative shall reduce his grievance to writing, sign it, and with his Union representative and/or attorney, if he so desires, present the grievance to the Chief of Police within fifteen (15) days of the occurrence giving rise

to the grievance, or within fifteen (15) days of when the employee should have known of the occurrence giving rise to the grievance, but under no circumstances more than thirty (30) days after the occurrence giving rise to the grievance. The Chief of Police shall attempt to resolve the grievance and shall respond in writing to the grievant within seven (7) days.

Step 3. Trustees If the grievance remains unresolved, it shall be presented by the employee, with his Union representative if he so desires, to a designated member of the Board of Trustees and/or the Trustees' representative within seven (7) days after the response of the Chief. Either party may request a hearing prior to the formal response by the Trustees or the representative.

The Trustees or their representative shall respond in writing within seven (7) days, if no hearing is held. If a hearing is requested, the Trustees or their representative shall respond in writing within seven (7) days after the hearing has concluded.

Step 4. Arbitration If the decision of the Trustees or their representative is not satisfactory, then the Union shall notify the Employer in writing within ten (10) days after response that the grievance is to be submitted to arbitration. Either party may request FMCS or any other mutually agreeable service to provide a list of seven (7) available arbitrators. Within ten (10) days after receipt of such panel, the parties shall meet to select the arbitrator. The party to strike the first name shall be chosen by lot.

Arbitration shall be limited to matters concerning the interpretation or application of express provisions of this Agreement. The arbitrator shall have no authority to add to, subtract from, or alter in any way the provisions of this Agreement, nor shall he have authority to exercise discretion in those areas in which the Employer is granted discretion.

The Employer and the Union shall each pay any expenses incurred with respect to preparation and presentation of its case to the arbitrator; any expenses incurred with respect to the services of the arbitrator shall be borne by the losing party. The decision of the arbitrator shall be final and binding upon the parties.

7.02 Timeliness. Failure by the employee and/or the Union to reduce the grievance to writing and present it within the time limits set forth in Step 2 of this Grievance Procedure or to appeal it within the time limits set forth in Step 3 of this Grievance Procedure shall result in dismissal of the grievance.

7.03 Advance of Grievance. Failure by the Employer to answer a grievance within the time limitations prescribed at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

7.04 Days. For purposes of this Article and this Agreement, "days" shall be defined to exclude Saturdays, Sundays, and holidays.

## ARTICLE 8 NO-STRIKE

8.01 Neither the Union nor any of the employees covered by this Agreement shall engage or participate, either directly or indirectly, in any strike (including sympathy strikes), as defined in Ohio Revised Code Section 4117.01(H).

## ARTICLE 9 DISCIPLINARY PROCEDURES

9.01 Reprimands. When it becomes necessary for a Supervisor to reprimand an employee, it shall be done with discretion in a manner as not to cause public embarrassment to the employee.

In the event that a Supervisor finds it necessary to verbally reprimand an employee, the employee shall be made aware that a record of such reprimand is being maintained in his official personnel record. The Supervisor shall provide the employee with a copy of the Supervisor's notations. The employee shall acknowledge receipt of same by writing his badge number and dating the original copy of the record. An employee may request that the Supervisor giving the reprimand cause the reprimand to be reduced to writing, but, in such event, the reprimand shall remain a verbal reprimand.

In the event that a written reprimand is issued that is to be made a part of the official personnel record of an employee, the employee shall acknowledge receipt of same by writing his badge number and dating the original copy of the record. The employee shall have ten (10) days in which to request, in writing, a hearing before the Chief of Police or his designee, if he so desires.

9.02 Counseling. When it becomes necessary for a Supervisor to counsel an employee, it shall be done in private in a manner which will not cause embarrassment to the employee. The employee shall be made aware that a record of such counseling is being placed in the employee's official personnel record, and the employee shall acknowledge receipt of same by writing his badge number and dating the original.

9.03 Hearings Before Chief of Police. When the Chief of Police has reason to believe that an employee has committed any of the offenses enumerated in Section 505.491 of the Ohio Revised Code, the employee shall be notified of the nature of the offense(s) and shall be permitted the opportunity to have the matter heard by the Chief of Police or his designee in lieu of the Chief immediately presenting the case to the Board for the filing of charges. If the employee does not desire to have a Chief's hearing, the matter shall proceed directly to the board as enumerated in ORC Section 505.491. An employee desiring to have a hearing with the Chief shall make a written request to the Chief of Police and shall also sign a written waiver of any right to have such written charges filed immediately by the Employer in accordance with Section 505.491 of the Ohio Revised Code. Any such hearing before the Chief of Police or his designee will be held within thirty (30) days after the employee makes the written request and signs the written waiver. The employee may, at his discretion, be represented at such hearing by the Union. The Chief of Police or his designee shall hear the evidence in support of the charges and the evidence in defense of the charges and shall endeavor to ascertain the truth of the matter. Within five (5) days of the close of the hearing, he shall review the matter and render a fair and just decision based on the evidence submitted at the

hearing and a notice of his decision shall be sent to the employee and to the Union, if the employee has elected to have Union representation at the hearing before the Chief of Police.

Upon receipt of the Chief's decision, an employee may elect to request that the charges be immediately filed with the Board for a hearing or waive the right to the O.R.C. 505.491 hearing by accepting the discipline or filing a grievance at Step 3 of the grievance procedure contained in Article 7. No discipline shall be imposed or time off served until a decision is rendered from a trustees hearing if the employee requests the filing of charges with the trustees. An employee shall have seven (7) working days from the date of receipt of the Chief's decision to submit a written request to the Chief for a trustees hearing or file a grievance at Step 3 of the grievance procedure. Any failure to request a hearing or file a grievance within this time limit shall result in an acceptance of the discipline by the employee.

9.04 Suspension/Termination. Except as provided in Section 9.03, no employee shall be suspended, removed or terminated for reasons other than or by procedures different than those specified in the Ohio Revised Code provisions pertaining to suspension, removal or termination of township police district employees, and an appeal from any suspension, removal or termination issued by the Board of Trustees shall be subject to appeal at Step 4 of the Grievance Procedure. No other disciplinary action may be taken against any employee without just cause.

9.05 Relief from Duty. No employee shall be suspended or relieved from duty without being afforded the hearing provided for in the preceding section by the Ohio Revised Code, except where it is necessary to immediately relieve the employee from duty for the safety and welfare of fellow employees or the community.

## ARTICLE 10 BILL OF RIGHTS

10.01 Employees shall be entitled to the following rights:

A. An employee has the right to be represented by counsel or representatives of the Union and the right to cross-examination of witnesses at all disciplinary hearings before the Township Trustees. The Union shall have the right to attend any such hearing involving an employee covered by this Agreement.

B. An employee who is the subject of and is to be questioned in any departmental investigation involving charges of a criminal nature shall be advised of his constitutional rights before any questioning starts and shall be entitled to have a representative of the Union present.

C. Any questioning, interrogating or interviewing of an employee shall occur at a reasonable hour, preferably while the employee is working, unless circumstances make it impracticable to conduct the investigation while the employee is on duty. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during the questioning for rest periods or for other physical necessities. The same practices apply when an employee is to be interviewed in an investigation of any other member of the Police Department.

D. The employee shall be informed of the nature of the investigation prior to any questioning, as well as the name and address of the complainant.

E. When a single anonymous complaint is made against an employee and there is no corroborative evidence of any kind, the employee accused shall not be required to submit to interrogation or make a report. If a complaint is made against an employee, the Employer shall require the complainant to reduce the complaint to writing prior to the filing of any disciplinary charges.

F. Except as required by law, there shall be no press release by the Employer or the Union regarding the employee under investigation until the investigation is completed and the employee is either cleared or charged.

G. No evidence shall be obtained in the course of the internal investigation through the use of administrative pressures, threats or promises made to the employee, so long as the employee answers the questions posed during the investigation.

H. No polygraph examination or voice print test will be administered.

I. An employee who has been charged with a violation of any Department policy, rule or regulation shall, upon request, be provided the opportunity to obtain copies of transcripts, recordings, written statements and any other material relating to the charges as a condition of its use at a hearing on such charge. Such requests must be made not less than twenty-four (24) hours prior to the scheduled hearing.

J. All investigations will be conducted in as timely a manner as possible taking into account the nature of and circumstances surrounding the investigation and the manpower situation within the Detective Bureau. Investigations shall ordinarily be conducted by an employee at the same or a higher rank than the employee being investigated, unless it is not feasible to do so.

K. Once a disciplinary investigation has been completed, the employee who is the subject of the investigation shall be notified in writing of the final disposition of the investigation.

10.02 If the rights of an employee under investigation provided in this Article have been violated, the violation shall be subject to immediate appeal to the third step of the Grievance Procedure.

## ARTICLE 11 SENIORITY

11.01 Definitions. "Seniority" is defined as the length of time that the employee has been continuously employed by the Employer since the date of the employee's last employment by the Employer.

"Classification seniority" is defined as the length of time the employee has been continuously employed at a particular classification. If two (2) or more employees are promoted to the same classification on the same date, employees' classification seniority shall be determined in accordance with their score on the promotional examination, if any.

The Employer shall have available lists indicating the "Seniority" and "Classification Seniority" of current employees.

11.02 Loss of Seniority. Seniority and the employment relationship shall be terminated if: (a) an employee quits; (b) an employee is dismissed or removed for cause; (c) an employee fails to notify the Employer that he intends to return to work within three (3) work days after issuance of notice of recall or fails to return to work within seven (7) days after issuance of notice of recall; (d) an employee is absent for two (2) consecutive work days without advising the Employer and giving reasons satisfactory to the Employer for such absence; (e) an employee gives a false reason for obtaining a leave of absence or engages in other employment during such leave or fails to return to employment at the end of such leave; (f) an employee has been laid off or on a leave of absence due to an injury or illness not sustained in the course of and arising out of employment for a period greater than his length of service since the date of his last hire by the Employer or two (2) years, whichever is less; (g) an employee has been on a leave of absence due to an injury or illness sustained in the course of and arising out of his employment for a period greater than three (3) years; or (h) an employee falsifies pertinent information on his application for employment.

11.03 Seniority List. The Employer shall post a list of the employees arranged in order of seniority in a conspicuous position at the place of employment. This list shall be updated as often as necessary.

11.04 Probationary Period. The first year of employment shall be deemed a probationary period. During such probationary period an employee may be laid off, demoted, removed or otherwise disciplined at the Employer's sole discretion without the employee having any right to appeal such action through any grievance or appeal procedure contained herein or to any civil service commission. An employee shall not be entitled to receive holiday pay during the first sixty (60) days of his probationary period. Probationary employees continued in the service of the Employer subsequent to the end of their initial hire probationary period shall receive full continuous service credits from the date of the first day worked.

11.05 Retention of Seniority If a dispatcher or records clerk is hired as a Patrol Officer vacation computation shall date back to the employee's original date of hire.

## ARTICLE 12 LAYOFF AND RECALL

12.01 Layoff Notification. When the Employer determines that a layoff is necessary due to lack of work, lack of funds, or job abolishment, it will notify the affected employees at least fourteen (14) calendar days in advance of the effective date of the layoff.

A “lack of funds” is defined as a current or projected deficiency of funding to maintain current, or to sustain projected, levels of staffing and operations. A “lack of work” is defined as a current or projected decrease in workload that requires a reduction of current or projected staffing levels in its organization or structure. The determination of a lack of work shall indicate the current or projected decrease in workload and whether the current or projected staffing levels of the appointing authority will be excessive.

A “job abolishment” means the deletion of a position or positions from the police department. The Township may abolish positions for any one or any combination of the following reasons: as a result of a reorganization for the efficient operation of the police department, for reasons of economy, or for lack of work. “Reasons of economy” shall be determined at the time the Township proposes to abolish the position and shall be based on the Township’s estimated amount of savings with respect to salary, benefits, and other matters associated with the abolishment of the position if the Township’s operating appropriation has been reduced by a higher level executive or legislative action, or the Township has a current or projected deficiency in funding to maintain current or projected levels of staffing and operations.

12.02 Layoff. The Employer shall determine in which ranks or classifications layoffs will occur and layoffs of bargaining unit employees will be by seniority. Employees shall be laid off within each classification in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. In the event two (2) or more employees began work on the same day, their respective appointment times shall determine seniority listing.

All temporary, intermittent, part-time, or seasonal employees within the effected job classification shall be laid off prior to any bargaining unit employees.

12.03 Bumping. The following are the existing ranks and classifications, ranked in order from the highest to the lowest ranks:

**Ranks and Classifications**

Chief Dispatcher
Dispatcher
Property Room Manager
Administrative Secretary
Record Clerk
Secretary

In the event an employee at any classification is laid off, that employee shall have the option to displace the least senior employee at the next lower classification, provided that the employee bumping down has greater seniority than the least senior employee at the next lower classification and provided that the employee bumping down is able to perform the job to which he is bumping without further training. If the employee laid off at a particular classification does not have greater seniority than the least senior employee at the next lower classification, he shall have the option to displace the least senior employee at the succeeding lower classification, provided that he has greater seniority than the least senior employee at the succeeding lower

classification and provided that the employee bumping down is able to perform the job to which he is bumping without further training.

12.04 Recall. When employees are laid off, the Employer shall create a recall list within each classification. The Employer shall recall employees from layoff as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of two (2) years after the effective date of the layoff.

When the Employer recalls persons from the list, they shall be recalled to their previous classification, but not necessarily to the shift on which they were working when laid off.

12.05 Recall Notification. Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the employee.

All members of the bargaining unit with recall rights must be given the right to reinstatement before any temporary, intermittent, part-time, seasonal, probationary or new employees may be hired or rehired or recalled within the classification where lay-offs exist.

12.06 Time Limits. The recalled employee shall have three (3) work days following the date of mailing of the recall notice to notify the Employer of his intention to return to work. The employee shall have up to seven (7) work days following the mailing date of the notification in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

## ARTICLE 13 SAFETY AND HEALTH

13.01 Safety Standards. The Employer will continue to provide high safety standards in all its operations, and will make reasonable provisions for the safety, health and welfare of its employees.

Each employee shall cooperate to the fullest in the promotion of safety, safe work habits, and good housekeeping.

13.02 Safety Equipment. The Employer will provide safety and protective equipment and devices as required by federal or state statute or administrative rule or order.

## ARTICLE 14 RULES AND ORDERS

14.01 Prior to implementation of any Policies, Procedures, and Work Rules, Union Directors will be notified of the changes and will be given 5 calendar days from the date of distribution to request a meeting to discuss them. Said meeting shall be held within 5 calendar days of the request to meet. Policies, Procedures, and Work Rules will be issued electronically in advance of the effective date and signed electronically, acknowledging receipt.

14.02 Directives and Orders shall be distributed to supervisors and prominently posted prior to implementation.

14.03 The Policies, Procedures, Work Rules, Directives, and Orders shall be applied and interpreted fairly by the Employer and may not violate any provision of this Agreement. Nothing contained in this Article shall be construed in any manner as a limitation on the Employer's right to alter its, Policies, Procedures, Work Rules, Directives, and Orders and shall not in any way be subject to the grievance procedure, unless they violate an express provision of this Agreement..

## ARTICLE 15 PERSONNEL FILE

15.01 Personnel File. There shall be only one (1) official personnel file maintained by the Employer.

A. Every employee shall be allowed to review his personnel file at any reasonable time upon written request made in advance. An employee may also authorize his attorney or Union Representative to review the personnel file. Any request to review a personnel file shall be made in writing to the Employer in advance and review of the file shall be made at any reasonable time in the presence of the Employer's designated representative. Personnel files shall not be made available for review by anyone, except as provided by law.

B. Within a reasonable time after the request any employee shall be provided copies of documents in his file. The Employer may levy a charge for such copying, which shall bear reasonable relationship to actual cost.

C. If upon examining his personnel file, an employee has reason to believe that there are inaccuracies in documents contained therein, the employee may write a memorandum to the Employer explaining the alleged inaccuracy. If the Employer concurs with the employee's contentions, he shall remove the faulty document. If the Employer disagrees with the employee's contention, he shall attach the employee's memorandum to the document in the file and note thereon his disagreement with the memorandum's contents.

D. Any employee's signature on a document shall mean he has seen the document and not that he agrees with its content unless it is so stated on the document.

E. Records of documented verbal warnings and written reprimands placed in an employee's personnel file shall not be considered in future disciplinary proceedings after a period of twelve (12) months, providing the employee receives no additional disciplinary actions during the twelve (12) month period. Records of suspensions of less than thirty (30) days shall not be considered in future disciplinary actions after a period of twenty-four (24) months, providing the employee receives no additional disciplinary actions during the twenty-four (24) month period.

Records of suspensions of thirty (30) days or more and records of demotions shall not be considered in future disciplinary actions after a period of sixty (60) months, providing the employee receives no additional disciplinary actions during the sixty (60) month period.

Disciplinary records referred to in this paragraph that have expired shall not be kept in the employee's personnel file.

F. In any case in which an action of record has been disaffirmed, the employee's personnel file shall reflect such findings. If an employee is subject to a disciplinary investigation and does not receive a counseling, reprimand, suspension, demotion or termination in connection therewith, the records compiled in the course of that investigation shall not be kept in the employee's personnel file.

## ARTICLE 16 LABOR/MANAGEMENT MEETINGS

16.01 Meetings. In the interest of sound labor-management relations, a joint committee of up to three (3) management representatives and up to three (3) union representatives shall convene upon request of either party. If a request for a labor management meeting is made, the parties agree to meet within fourteen (14) calendar days of the request. The purpose of such meetings shall be to discuss subjects of mutual concern. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect and the solution of common problems. Additional meetings may be requested by either party. Any such additional meeting shall only be scheduled by mutual consent. The party requesting such additional meeting shall submit an agenda of the meeting at least seventy-two (72) hours prior to the date of such meeting.

Unless otherwise directed by the Police Chief or his designee, off-duty personnel shall not be called in as replacements for those attending the labor-management committee meeting, nor shall off-duty personnel receive any wages for attending said meeting.

16.02 Reports. Written responses promised by the Employer representative during such meetings to items raised by the Union representatives will be submitted to the top Union representative who attended such meeting within two (2) weeks after such meeting, unless the parties mutually agree to a time extension. The Union may submit a written report as a result of such meetings.

## ARTICLE 17 VACANCIES

17.01 Bidding. In the event a permanent job vacancy occurs at a particular classification, the Employer will determine the need for filling the position. If it is determined that the position should be filled, the Employer will post a notice of the vacancy for a period of three (3) days and employees in that classification shall be permitted to bid on the vacancy. The vacant position will be awarded to the most qualified bidder, as determined by the Employer, provided that, if

qualifications (e.g., education, skill, ability and work record) are relatively equal, seniority shall control. If a more senior bidder is passed over in favor of a less senior bidder, the bidder passed over shall be entitled, upon written request, to an interview with the Chief of Police to discuss the reason for his being bypassed.

17.02 Trial Period. A successful bidder who fails to perform satisfactorily in the judgment of the Employer will be returned to his former position no later than ninety (90) days of his being assigned to the vacancy. A successful bidder may, at his discretion, return to his former position, job classification, shift and wage rate no later than ninety (90) days after his being assigned to the vacancy. In the event that the successful bidder is absent from work for more than ten (10) days during the trial period, the trial period will be extended by the number of days absent from work in excess of ten (10) days.

## ARTICLE 18 HOURS OF WORK AND OVERTIME

18.01 Hours. Eight (8) hours shall constitute the normal workday. Forty (40) hours shall constitute the normal workweek.

18.02 Work Schedule. The Employer shall have the right to establish work schedules. Work schedules for a given month will be posted at least one (1) month in advance. The Employer reserves the right to make changes in the work schedules, but further agrees to give an employee five (5) days advance notice of a change in his work schedule when it is practicable to do so, except in cases of emergency that do not permit such advance notice.

18.03 Starting and Quitting Time. The Employer shall have the right to establish starting and quitting times, including the right to stagger the starting and quitting times for a particular shift by up to one-half (1/2) hour. The reporting time for employees shall be the same as the shift starting time, provided that road patrol officers are on the road by shift starting time. The quitting time for employees shall be the same as the shift quitting time, provided that road patrol officers shall leave their assigned district no earlier than fifteen (15) minutes prior to the quitting time.

18.04 Weekly and Shift Schedules. Employees will be scheduled to work a 4-and-2 schedule. The Employer will establish three (3) shifts with the following starting times:

| | |
|---|---|
| 1st Shift | Between 6:00 a.m. and 8:00 a.m. |
| 2nd Shift | Between 2:00 p.m. and 4:00 p.m. |
| 3rd Shift | Between 10:00 p.m. and Midnight |

The Employer may make changes in shift assignments only to be effective at the beginning of each calendar quarter, subject to the provisions of Section 2 of this Article.

18.05 Shift Assignments. Employees wishing to receive a particular shift assignment in a given calendar quarter must make a written request for that shift assignment to the Chief of Police at least two (2) months prior to the beginning of the calendar quarter. The Chief of Police shall then make assignments among the employees requesting particular shift assignments based upon the experience, qualifications, competence and seniority of those employees. Both parties

understand and agree that the Employer must assure an adequate blend of more and less experienced employees on all shifts in order to adequately serve the public and provide junior employees with experienced and qualified supervision, instruction and leadership.

18.06 Overtime. Hours worked in excess of eight (8) in a workday or forty (40) in a workweek or hours worked on an employee's scheduled day off shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate.

Overtime Procedure. In situations where overtime is required for an entire shift in a particular classification, overtime shall be offered in order of seniority, to those employees in that classification on the shift where overtime work is available who are on scheduled days off and then to employees in that classification on any other shift that are on their days off. Such employees shall be offered the opportunity to work the entire shift scheduled or to work the first or last four (4) hours of the shift.

(1) Four (4) hours of overtime shall be offered, in order of seniority, to employees on the off going shift.

(2) Four (4) hours of overtime shall be offered, in order of seniority, to employees on the oncoming shift.

(3) If no employee voluntarily accepts the overtime assignment in accordance with the foregoing Subsections (1) and (2), the least senior employee on the off-going shift and the least senior employee on the oncoming shift may be ordered to work.

No employee shall be ordered to work more than twelve (12) consecutive hours unless an emergency exists.

18.07 Compensatory Time. Employees may elect to accrue compensatory time in lieu of pay for overtime hours worked. The election shall be in writing and must be made immediately following the end of the workweek in which the overtime is worked. Each overtime hour worked shall be equal to one and one-half (1 1/2) hours of compensatory time. An employee may carry a balance of one hundred twenty (120) hours. When an employee is at the maximum accumulation limit for compensatory time, all overtime worked shall be paid. Employees may cash in ten (10) days or less of compensatory time with a two (2) week advance notice to the Employer. At the end of the calendar year, the employees shall be paid for any compensatory time accumulated but not used; the employees may, however, elect to carry over no more than forty (40) hours' compensatory time from one calendar year to the next, in lieu of payment of all accumulated but not used compensatory time at the end of the calendar year.

Any comp time request can create one overtime (1) vacancy providing that vacancy can be staffed by an employee who is able to do the work. A request to use compensatory time will be answered by the Chief or his designee no later than the next tour of duty. Compensatory time off may be used in increments of not less than one (1) hour. Compensatory time off shall be at the regular rate of the employee at the time payment is made.

18.08 Trade Days Off. With the approval of the Chief or his designee, an employee may trade days off with other employees or themselves who are able to do the work provided it does not create overtime at the time of the request or upon the subsequent approval of future leaves, pursuant to Department policy. All such trades shall be limited to one (1) per quarter of the calendar year and apply to only those employees on a 4 and 2 schedule. A written request for a trade shall be submitted to the immediate supervisor at least five (5) days prior to the requested trade, and a response to the written request shall be given no later than the next tour of duty.

18.09 Record Clerk Overtime. When it is necessary for overtime to be worked by Record Clerks, if no Record Clerk volunteers for the overtime, then it will be offered to the Property Room Manager, Administrative Secretary and Secretary by seniority. If no employee voluntarily accepts the overtime, then the lowest senior Secretary, then Administrative Secretary and then Property Room Manager shall be required to work and if there is no Secretary, Administrative Secretary or Property Room Manager available, or if additional employees are needed to work overtime, then Record Clerks will be required to work by inverse seniority. When an employee performs Record Clerk work in accordance with this Section, the employee will be paid his or her rate of pay, but not less than the Record Clerk rate of pay.

## ARTICLE 19 ACTING TIME AND COURT TIME

19.01 Court Appearances. Employees who are required to make court appearances at a time not contiguous to the beginning or end of their shift shall be compensated for time spent in court at time and one-half their usual hourly rate or shall be paid a minimum of two (2) hours pay at time and one-half their usual hourly rate whichever is greater.

## ARTICLE 20 LEAVES OF ABSENCE

20.01 Personal Leave. Upon written request to the Chief of Police, the Employer may grant an unpaid leave of absence for personal reasons, for a period not to exceed thirty (30) days, where good cause is shown. Seniority shall accumulate during such leave, subject to the limitations of Article 9, Section 9.2, Loss of Seniority.

20.02 Bereavement Leave.

A. When an employee has a death in his immediate family and actually attends the funeral, the Employer will allow the employee up to three (3) work days off with pay to attend to family matters. The Employer may require documentation, satisfactory to the Employer, of attendance at the funeral.

The employee may not receive pay for any days or parts of days that fall on paid holidays or any other day the employee was not scheduled to work. However, if a qualifying member of an employee's family passes away while the employee is on vacation, an employee shall have the option of converting up to three (3) vacation days to bereavement days. If the funeral is more than one hundred fifty (150) miles away, the employee may be granted one (1) additional workday off to attend the

funeral, and the employee may use up to one (1) day's accumulated sick leave to be compensated for this additional day.

Members of an employee's immediate family shall include current spouse, parents, stepparents, child, stepchild, brother, sister, stepbrother, stepsister, mother-in-law, father-in-law, grandparents and grandchildren.

B. An employee shall be granted a leave of up to two (2) work days off to attend the funeral of his son-in-law, daughter-in-law, sister-in-law, or brother-in-law. The employee may use up to two (2) excused day's accumulated sick leave in order to be compensated for the days of leave. In the event of a death of an employee's aunt or uncle, the employee shall be granted up to one (1) workday off to attend the funeral, and the employee may use up to one (1) excused day of accumulated sick leave in order to be compensated for the day of leave.

20.03 Personal Days. An employee may take up to three (3) days off for personal reasons each calendar year and for probationary employees one (1) full day for each complete four (4) month period remaining in the calendar year following their date of hire. The personal days may be taken in full-day or 4 hour increments provided that the 4 hour increment is at the beginning or end of the employee's assigned shift, and used within the year awarded. The employee shall notify the Employer when the employee is using personal days off.

20.04 Military Leave. The Employer shall grant a leave of absence to an employee who enters active military service or is required to report for service or training in the National Guard or Reserve Units of the Army, Air Force, Navy or Marine Corps, and shall grant such employee subsequent reemployment rights in accordance with applicable federal and state law.

20.05 Leave Without Pay. When an employee has been absent due to sickness, pregnancy, accident or industrial injury and has exhausted his or her accumulated sick leave, the employee may then be placed on an indefinite leave of absence without pay, if substantiated by satisfactory medical evidence by a licensed physician. The Employer shall retain the right to have such employee examined by a doctor of its choice, at the Employer's expense. Employees on indefinite leaves shall accumulate seniority subject to the limitations of Article 9, Seniority.

20.06 Other Employment While on Leave. No employee shall be granted a leave of absence for the purpose of entering employment for another employer or becoming self-employed. If a leave of absence is falsely obtained and the employee is found to be employed by another employer or to be self-employed in a job that the employee did not hold prior to the leave, to be employed in police or security work or to be employed in a job that utilizes physical skills or abilities that the employee is unable to perform under the terms of the leave, the employee shall be given the opportunity to resign from the service of the Employer.

If he fails or refuses to resign, then he may be discharged provided that the discharge will be subject to review under the disciplinary procedure provided herein.

**ARTICLE 21** **SICK LEAVE**

21.01 Crediting of Sick Leave. Sick leave shall be accumulated at the rate of four and six-tenths (4.6) hours for every eighty (80) hours actually worked. For the purpose of accruing sick leave, paid time off for vacation, holidays, compensatory time and bonus days and paid injury leave shall constitute "hours worked." Unused sick leave shall accumulate to a maximum in any calendar year of one hundred twenty (120) hours or four and six-tenths (4.6) hours per pay period.

21.02 Charging of Sick Leave. Sick leave shall be charged in minimum units of one hour. An employee shall be charged for sick leave, on an hour-for-hour basis, only for days which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. When sick leave hours have been exhausted, absences will be covered by the use of personal time, compensatory time, and vacation time, in that order.

21.03 Uses of Sick Leave. Sick leave shall be granted to an employee upon approval of the Employer for the following reasons:

1. Illness or injury of the employee.

2. Serious illness or injury of an employee's immediate family (as defined in Article 20, Leaves of Absence, Section 2(A), Bereavement Leave) who resides in the employee's household, provided that the employee's absence from work is required because of serious hardship to his immediate family.

3. Death of any of those members of the employee's family enumerated in Article 19, Leaves of Absence, Section 2(B), Bereavement Leave.

21.04 Reporting of Absence. An employee who is to be absent from work on a scheduled workday shall be required to notify the Department at least two (2) hours prior to reporting time, unless the circumstances are such that it is not reasonably practicable to do so. If the employee knows at the time of reporting off that the period of absence is to exceed one (1) day, the employee shall make it known at that time.

21.05 Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. A certificate stating the nature of the illness, dates of absence required, and a return to work date (if known) from a licensed physician shall be required to justify the use of sick leave when the period of absence ~~is~~ exceeds three (3) consecutive calendar days. The employee shall make every reasonable attempt to submit the certificate to the Chief or his designee, no later than the 4th day of absence.

21.06 Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid and shall be subject to disciplinary action. Excessive absenteeism will be handled in accordance with Sylvania Township's Attendance Policy

The parties agree that this section does not limit or abridge the employer's right to promulgate and enforce reasonable work rules pertaining to excessive absenteeism.

21.07 Sick Leave Bonus Days. Employees who work three (3) consecutive calendar months (Jan. - Mar., April-June, July-Sept., Oct. - Dec.) in the calendar year without missing more than three (3) scheduled work time hours for reasons other than paid vacations, comp time or holidays, approved bereavement leave, military leave, personal leave, sick leave bonus days or jury duty will be eligible for eight (8) hours of time off with pay, not to exceed thirty-two (32) hours bonus time earned in any calendar year. Employees who are granted a bonus day each of the four (4) calendar quarters shall be granted one extra bonus day for the following year. At the end of the calendar year, employees may elect to carry over a maximum five (5) bonus days into the following calendar year. All bonus days banked as of 3/1/05 may remain banked. All sick leave bonus days shall be scheduled at a mutually agreeable time that does not cause overtime.

21.08 Limited Duty During Leave. An employee on an approved sick or injury leave may, at the Employer's discretion, be required to work, or be assigned other duties or limited duties, during the period of disability. If the employee's physician objects to such assignment, the employee shall not be required to perform such light duties until examined by a physician selected through Occupational Care Consultants or Occu Health and paid for by the Township. If the two physicians are not in agreement, the employee will be examined by a third physician mutually agreed upon by the employee and at the Township's expense. This physician's determination of the employee's capacity to perform such light or restricted duties shall be final as to the employee's eligibility for light duty. This Section does not guarantee that a light duty position will/will not be available. Assignments made under this Section shall not be subject to the Grievance Procedure.

21.09 Family Leave/Disability Laws. Nothing contained in this Agreement shall prevent the Employer from complying with the requirements of federal or state laws pertaining to handicap or disability or dealing with family or medical leaves of absence. It shall not be a violation of this Agreement for the Employer to exercise discretion given employers under the Family and Medical Leave Act.

# SYLVANIA TOWNSHIP
## POLICY
## ATTENDANCE

Employees of Sylvania Township are engaged in the performance and delivery of services vital to the people of our community. In order to ensure the efficient delivery of these services, acceptable attendance on the part of everyone is our goal. Recurring and excessive absenteeism is disruptive to Township operations, is costly to the Township and its citizens, and detrimental to the morale and efforts of employees who maintain a good work record. Therefore, it is the policy of Sylvania Township to seek acceptable attendance on the part of its employees.

Sylvania Township is committed to controlling the sick leave usage of all employees. In order to enforce this policy, the Township will take corrective action against employees who are excessively absent. Excessive absenteeism will be handled in accordance with the procedure set forth below, provided that in doing so it will not act in violation of any current labor agreement. Prior to the implementation of any revision to this Attendance Policy, the proposed changes will be provided to all employees and/or their representatives thirty (30) days in advance of the desired date of implementation at which time the revisions will be open for discussion. The Township agrees to meet for discussion of the proposed policy changes upon written request from the applicable labor organization. This Policy is subject to the grievance procedures contained within any bargaining unit of the Township.

For the purposes of this policy, any references such as “he” or “him” shall be gender neutral and thus shall be applicable to both male and female employees.

Procedure:

A. General Standard

Sick pay is limited to necessary absences from duty due to illness or injury of the employee or the illness of an immediate family member. While receiving sick pay, employees are to care for their illness or that of immediate family member.

B. Specific Procedures

1. Employees are expected to begin work at the start of their scheduled workday. When an employee is absent or tardy, they are expected to report to their immediate supervisor or other designated person the absence or tardy and the date and time they expect to return. This must be completed within the time frame specified in respective union agreement, department guidelines, or policy manual.

2. If an employee cannot return to work by the estimated return date, he must notify his immediate supervisor or other designated person providing the same information as stated above in paragraph 1.

If an employee believes his absence may be covered under Family Medical Leave (see Sylvania Township Family Medical Leave Policy), he should contact the Township Administration Office.

3. Employees shall be required to complete a form within the Township's computer payroll program, justifying the time off, within 24 hours of their return to work.

4. Employees may request a medical leave of absence when an injury or illness extends for more than three (3) consecutive calendar days. The Employee shall make every reasonable attempt to furnish their department head or designee a statement from their physician (stating the nature of the illness, the days of required absence and a return to work date) no later than the 4th day of absence. Employees returning to work after an injury or illness attended by a physician may be required to present a fitness for duty certificate or a physician's statement indicating the employee is capable of performing their regular duties. The Department Head must request said fitness for duty certificate within 7 business days from the employee's return date.

5. Any absence from duty as a result of claimed illness or injury may be investigated during normal working hours.

Employees who fail to comply with Section (B) 1 - 4 above or who demonstrate a pattern of questionable absences may not be paid for the time off and may be subject to disciplinary action up to and including discharge.

An employee, while on approved sick leave and disabled from performing physical work, shall not engage in other physical employment without prior approval from the Department Head. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action up to and including discharge.

Corrective Disciplinary Procedure

For the purposes of this section, "approved leave" shall include absences of more than three (3) consecutive calendar days, pursuant to a statement from the attending Physician or Family Medical Leave, upon approval of Department Head or Township Administration.

For the purposes of this section "compensable" shall include: filed and certified workers compensation leave.

Excessive use of sick leave without being on an approved leave of absence, FMLA, Bereavement Leave, or a compensable injury will be viewed as a work rule violation and will result in corrective progressive discipline action. For the purpose of implementing corrective progressive discipline, the following procedures are established.

A. When an employee has utilized 40 hours of sick leave other than FMLA, an approved leave of absence, Bereavement Leave, or compensable injury, in any calendar year, the immediate supervisor will be notified. The supervisor will give verbal notification to the employee and discuss this policy with the employee.

B. When an employee has utilized **54** hours of **unexcused absence** in any calendar year, excluding FMLA, an approved leave of absence, Bereavement Leave, or compensable injury, the employee will be in violation of this policy. The employee's immediate supervisor will be notified. The employee will be placed on notice that this number of occurrences is unacceptable. This notification will constitute the WRITTEN warning step of the progressive procedure.

C. When an employee has utilized **62** hours of **unexcused absence** in any calendar year, excluding FMLA, an approved leave of absence, Bereavement Leave, or compensable injury, the employee will be in violation of this policy. The employee's immediate supervisor will be notified. The employee will be placed on notice that this number of occurrences is unacceptable. This notification will constitute the 2nd and Final WRITTEN warning step of the progressive procedure.

D. When an employee has utilized **70** hours of **unexcused absence** in any calendar year, excluding FMLA, an approved leave of absence, Bereavement Leave, or compensable injury, the employee's immediate supervisor will be notified. The employee will be placed on a three (3) DAY UNPAID SUSPENSION to be scheduled at the supervisor's discretion. The applicable labor organization shall be notified, in writing of any suspension.

E. When an employee has utilized **78** hours of **unexcused absence** in any calendar year, excluding FMLA, an approved leave of absence, Bereavement Leave, or compensable injury, the employee's immediate supervisor will be notified. The employee will be placed on a five (5) DAY UNPAID SUSPENSION to be scheduled at the supervisor's discretion. The applicable labor organization shall be notified, in writing of any suspension.

F. When an employee has utilized **104** hours of **unexcused absence** in any calendar year, excluding FMLA, an approved leave of absence, Bereavement Leave, or compensable injury, the employee's immediate supervisor and Township Administration will be notified. The employee may be subject to DISCHARGE. The applicable labor organization shall be notified, in writing of any discharge.

The accumulation of Warnings and Suspensions will be on-going and will be utilized as follows:

Records of documented Warnings and/or suspensions placed in an Attendance File as a result of a violation of this Policy, shall not be considered in future disciplinary proceedings after a period of six (6) months, providing the employee receives no additional warnings and/or suspensions during

the six (6) month period. Records of documented warnings and/or suspensions placed in an Attendance File will not be used when considering disciplinary action outside the scope of this policy.

Any employee who demonstrates an excessive pattern in sick leave usage as determined by the department head will be subject to disciplinary procedures.

Each employee is responsible for knowing the number of hours he or she has been absent. -Records of absences shall be available for review on the Township's Time Keeping System. The Township's intent in instituting this policy is to encourage acceptable attendance, reduce absenteeism and correct excessive absenteeism on the part of its employees.

Progressive Disciplinary Procedure:

| | |
|---|---|
| Step 1 | Verbal Notification |
| Step 2 | 1st Written Warning |
| Step 3 | 2nd and Final Written Warning |
| Step 4 | 3 Day Unpaid Suspension |
| Step 5 | 5 Day Unpaid Suspension |
| Step 6 | Discharge |

The Chief shall be responsible for investigating and imposing discipline in accordance with these attendance procedures. The procedure set forth in Article 9, Discipline, shall not apply to the investigation imposition of discipline under the attendance procedure; however, any discipline imposed under this section may be appealed by initiating a grievance at Step 3 of the grievance procedure.

21.10 Leave Donation

Eligible employees shall be allowed to voluntarily donate accrued but unused sick leave on a limited basis to another eligible employee who has a qualifying serious injury or illness, or who has a covered family member with a serious injury or illness as defined below. Under no circumstances shall an employee be directly solicited or forced to donate leave.

Eligible Employee (Requestor) – Must have completed their initial probationary period and have no available leave time (sick, vacation, compensatory, personal, bonus etc.) Requestor must have a qualifying serious illness or injury, or have an immediate family member who has such, substantiated by medical certification. Requestor cannot be receiving workers' compensation or PERS disability, and cannot have active discipline in their file related to excessive use of sick leave, abuse of sick leave, or patterned use of sick leave. Requestor must have satisfied a three (3) consecutive work day waiting period, unpaid.

Eligible Employee (Donator) – Full-time employee in active pay status with a two hundred (200) hour sick leave balance after deducting the total donated hours.

Qualifying Illnesses and Injuries of Self or Immediate Family Member – FMLA guidelines will be used to determine qualifying illnesses and injuries and the definition of an immediate family member.

Donated Time – Time must be donated in eight (8) hour blocks. Hours will only be used to cover the work hours that the affected employee would have regularly been scheduled to work. Any donated, but unused time shall be returned to the donor. Donated time cannot be converted to cash.

Requestor Application – Eligible employees requesting donated sick time must complete and submit a "Request for Donated Leave" form to the Police Chief. Requests for donated time shall not exceed three (3) months per calendar year. Upon determining that an employee is eligible for a donation, the Chief shall immediately notify bargaining unit members of the need for a sick leave donation.

Donator Application – Employees who wish to donate sick hours must complete a "Leave Donation Form" and submit it to the Police Chief. The Chief will date/time stamp each form. The donated leave shall be used in the order in which it was donated. In the event there are multiple donors giving more than eight (8) hours each, the donation will be taken eight (8) hours per person before going back and deducting in excess of eight (8) hours from any individual.

## ARTICLE 22 HOLIDAYS

22.01 Holidays. The following shall be recognized as holidays:

| | |
|---|---|
| New Year's Day | Columbus Day |
| Martin Luther King Day | Veterans' Day |
| Presidents' Day | Thanksgiving Day |
| Memorial Day | One-half (½) day Christmas Eve |
| Fourth of July | Christmas Day |
| Labor Day | One-half (½) day New Year's Eve |

All employees on an administrative schedule (5-2) shall be entitled to holiday time off during the calendar year equal to eleven (11) eight-hour days off with pay.

22.02 Major Holidays. Double time the employee's usual hourly rate will be paid for hours worked on the following holidays:

| | |
|---|---|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Fourth of July | Christmas Day |

An employee who works on any one of the remaining holidays listed in Section 1 above will be paid one and one-half times his or her usual rate of pay for the time worked or may elect to accrue comp time in lieu of payment for any holiday listed in 22.01. In order to receive holiday pay,

the employee must work the last scheduled day before and the next scheduled day after the holiday, unless the employee uses a vacation day, personal day, or sick day (with approved doctor's note), or comp day on either of those days.

22.03 Pyramiding Prohibited. Premium pay for holidays shall not be added to or paid in addition to any other pay.

## ARTICLE 23 VACATION

23.01 Vacation Leave. Employees shall receive, on January First of each calendar year, ~~a~~ vacation leave credit in accordance with the following schedule and service with the Employer:

| Years of Service | Annual Leave Hours |
|---|---|
| Less than 1 | 0 |
| 1 - 4 | 80 |
| 5-6 | 104 |
| 7 | 112 |
| 8 - 11 | 128 |
| 12 | 136 |
| 13 - 17 | 144 |
| 18 - 19 | 152 |
| 20 - 22 | 176 |
| 23 and up | 200 |

An employee's years of service shall be calculated using the employee's years of service they will have in the upcoming calendar year.

New employees, upon completion of a one (1) year probationary period, are entitled to prorated vacation. Vacation is prorated by counting the number of full months remaining in the year in which the probationary period was completed, divide by 12, multiply by 80 hours. The prorated vacation must be used during the remainder of the calendar year.

23.02 Rate of Pay and Adjustment of Leave. All vacation pay in accordance with the above schedule, shall be paid at the employee's regularly scheduled rate of pay.

Eligibility for Vacation Pay. In order to be eligible for full vacation pay in a given year, an employee must have worked at least fifteen hundred (1,500) hours in the prior calendar year. If an employee has not, he will be entitled to vacation pay and time off prorated on the basis of full vacation multiplied by a fraction, the numerator of which is the number of days worked and the denominator of which is two hundred sixty (260) or two hundred forty (240) for those on a 4/2 schedule. Time off for paid holidays, paid vacation, compensatory time, bonus days, industrial injury and no more than sixty (60) work days medical leave shall count as hours worked for purposes of this Article.

23.03 Scheduling. Vacation scheduling shall be arranged with the prior approval of the Employer or his designee. Insofar as practicable, vacation time off shall be granted at the times most desired by each employee, with the order of preference being determined on the basis of seniority by classification. Vacation may be used in increments of one (1) hour.

23.04 Unused vacation leave, to a maximum of forty (40) hours, may be carried over one calendar year. In the event the employee retires in a year to which the employee has carried over unused vacation leave, the employee may use such carried over vacation time, but shall not be paid for any unused carried over vacation time.

23.05 Eligibility. Unless approved by the Chief of Police or his designee, the employee must have worked his last full scheduled work day immediately preceding the vacation and his next full scheduled work day immediately following the vacation, unless the employee's failure to work either or both qualifying days is due to the employee's hospitalization or unless the employee is absent on either or both qualifying days and receives full paid sick leave for the time missed and furnishes a certificate signed by an attending physician stating the /nature of the illness and notifying the Employer that the employee was unable to perform his job duties. If an employee is unable to work a full work day on either or both qualifying days and misses no more than a total of four (4) hours work for legitimate reasons beyond his control, such as illness, injury or accident, the employee shall receive vacation pay if he is otherwise eligible to do so.

## ARTICLE 24 WAGES

24.01 Rate of Pay.–Effective the first pay period in January 2014, rates of pay shall be increased by 3.5%. Effective the first pay period in January 2015, rates of pay shall be increased by 3.0%. Effective the first pay period in January 2016, rates of pay shall be increased by 2.75%. There shall be one year between each step for new employees hired after January 1, 2014.

| | **Step 1** | **Step 2** | **Step 3** | **Step 4** | **Step 5** |
|---|---|---|---|---|---|
| | | (1 year between each step) | | | |
| **Chief Dispatcher** | | | | | |
| 1st Pay Period 2014 | $23.27 | $24.61 | $26.03 | $27.51 | $29.09 |
| 1st Pay Period 2015 | $23.97 | $25.35 | $26.81 | $28.34 | $29.96 |
| 1st Pay Period 2016 | $24.63 | $26.05 | $27.55 | $29.12 | $30.78 |
| **Dispatcher** | | | | | |
| 1st Pay Period 2014 | $20.70 | $21.88 | $23.13 | $24.47 | $25.86 |
| 1st Pay Period 2015 | $21.32 | $22.54 | $23.82 | $25.20 | $26.64 |
| 1st Pay Period 2016 | $21.91 | $23.16 | $24.48 | $25.89 | $27.37 |

**Property Manager**

| | | | | | |
|---|---|---|---|---|---|
| 1st Pay Period 2014 | $17.83 | $18.87 | $19.94 | $21.09 | $22.41 |
| 1st Pay Period 2015 | $18.36 | $19.44 | $20.54 | $21.72 | $23.08 |
| 1st Pay Period 2016 | $18.86 | $19.97 | $21.10 | $22.32 | $23.71 |

**Administrative Secretary**

| | | | | | |
|---|---|---|---|---|---|
| 1st Pay Period 2014 | $17.63 | $18.64 | $19.71 | $20.84 | $22.04 |
| 1st Pay Period 2015 | $18.16 | $19.20 | $20.30 | $21.47 | $22.70 |
| 1st Pay Period 2016 | $18.66 | $19.73 | $20.86 | $22.06 | $23.32 |

**Record Clerk**

| | | | | | |
|---|---|---|---|---|---|
| 1st Pay Period 2014 | $16.75 | $17.71 | $18.73 | $19.80 | $20.94 |
| 1st Pay Period 2015 | $17.25 | $18.24 | $19.29 | $20.39 | $21.57 |
| 1st Pay Period 2016 | $17.72 | $18.74 | $19.82 | $20.95 | $22.16 |

**Secretary**

| | | | | | |
|---|---|---|---|---|---|
| 1st Pay Period 2014 | $15.04 | $15.92 | $16.83 | $17.78 | $18.81 |
| 1st Pay Period 2015 | $15.49 | $16.40 | $17.33 | $18.31 | $19.37 |
| 1st Pay Period 2016 | $15.92 | $16.85 | $17.81 | $18.81 | $19.90 |

24.02 Shift Premium. A shift premium equal to two (2%) percent times the employee's base hourly rate per hour worked shall be paid to an employee who is scheduled to start work on or after 1:00 p.m. and before 7:00 p.m. Starting times within period will be known as the afternoon shift.

A shift premium equal to two (2%) percent times the employee's base hourly rate per hour worked shall be paid to an employee who is scheduled to start work on or after 9:00 p.m. and before 3:00 a.m. Starting times within this period shall be known as the night shift.

When an employee works overtime between the hours of 2:00 p.m. and 6:00 a.m., the employee shall receive the overtime based on the shift differential premium hourly rate of pay.

24.03 Senior Dispatcher. A Senior Dispatcher shall be appointed on each shift when the Chief Dispatcher is not present at a console for a period of more than one (1) hour. The appointment shall be made on the basis of seniority. The Senior Dispatcher shall be in charge of the dispatchers working that shift, and shall be assigned such duties as determined within the discretion of the Chief, within the parameters of the collective bargaining agreement. The Senior Dispatcher shall receive an additional four (4%) percent times the employee's base hourly rate (including shift premium, if applicable) per hour worked.

24.04 Dispatch Training Officer. Whenever a dispatcher is placed in charge of another dispatcher for training purposes, the dispatcher shall receive an additional two (2%) percent times the employee's base hourly rate (including shift premium, if applicable) for all hours worked as a Dispatcher Trainer. This premium shall not be available if the dispatcher is already receiving a Senior Dispatcher premium as set forth in Article 22, Section 22.4.

24.05 Wages When Promoted. Whenever a bargaining unit member is promoted or accepts a position in a higher classification, that bargaining unit member shall be placed in the "step" pay scale nearest but not below, the member's rate of pay prior to promotion.

24.06 Longevity Payments. Employees **hired prior to January 1, 2011** shall be paid longevity in accordance with the following formula:

1. After five (5) years – 1%
2. Each year thereafter – additional .2%
3. Maximum longevity payment after 25 years of service – 5%

The longevity payment shall be calculated by multiplying the applicable percentage rate times 2,080 hours, times the employee's base hourly rate. The longevity payment shall be made in a separate check distributed to all employees who are on the seniority list at the time the first paychecks are received in the month of December.

Longevity Payments for Employees **Hired on or After January 1, 2011**.

Employees hired on or after January 1, 2011 shall be paid longevity in accordance with the following formula:

| | | |
|---|---|---|
| 1. | (5) years but less than (10) years of service - | $500.00 |
| 2. | (10) years but less than (15) years of service - | $750.00 |
| 3. | (15) years but less than (20) years of service - | $1200.00 |
| 4. | (20) years but less than (25) years of service - | $1700.00 |
| 5. | (25) or more years of service - | $2300.00 |

The longevity payment shall be made in a separate check distributed to all employees who are on the seniority list at the time the first paychecks are distributed in the month of December. Employees must have worked 1500 hours in prior calendar year to be eligible for payment. Time off for paid holidays, paid vacation, jury duty, funeral leave, and military leave shall constitute hours worked.

## ARTICLE 25 INSURANCE

25.01 Benefits. The Employer shall provide insurance benefits, (Medical, Vision, Dental and Prescriptions) as offered to all employees as recommended by the Sylvania Township Insurance Committee and approved by the Sylvania Township Board of Trustees.

25.02 Employee Contributions. Effective October 1, 2008, employee contributions toward the cost of medical insurance shall be ten (10%) percent of the projected monthly cost (e.g., premium or actuarial estimates).

25.03 Opt Out. Employee opt out provisions shall be determined and set forth by the Employer.

25.04 Life Insurance. The Employer shall provide a twenty thousand ($20,000) dollar group term life insurance plan covering employees in the bargaining unit.

25.05 Applicable Laws. Should either the State or Federal statute(s) mandate that the parties to this Agreement participate in a national or state health care plan or system, the parties agree that the level of health care benefits currently provided to the employees covered by this Agreement will not be diminished nor will the employee's cost for the maintenance of those benefits be increased beyond that provided in this Agreement, provided that doing so is not violative of law.

## ARTICLE 26 UNIFORMS AND EQUIPMENT

26.01 Initial Issue. Upon employment, the Employer shall furnish the initial uniform and equipment bargaining unit employees are required to wear. All uniforms and equipment remain the property of the Employer and must be turned in when an employee is separated from Employer service.

The Employer shall provide the initial issue if there is a change in the standard uniform or equipment an employee is required to wear.

26.02 Uniform. Allowance. The Employer shall determine the appropriate uniform to be worn by employees and employees shall be required to be in proper uniform upon reporting to duty. After an employee has been employed for twelve (12) calendar months, the Employer shall provide a uniform allowance of five hundred ($500.00) dollars per year for each employee for the purchase, alteration and/or repair of approved uniforms; said payments shall be made by separate check in two (2) equal payments of two hundred fifty ($250.00) dollars in April and October of each calendar year. The first payment shall be received by new employees in the April or October following the twelve (12) months.

26.03 All uniforms provided or purchased on behalf of an employee shall remain the property of the Employer and must be returned in acceptable condition to the Employer when the employee's employment with the Employer ends for any reason.

## ARTICLE 27 INJURY LEAVE

27.01 Any employee who qualifies for temporary total disability payments through the Ohio Bureau of Workers' Compensation for a bodily injury incurred in the line of duty shall be entitled to an injury leave during the period of time ending up to sixty (60) calendar days after the date of the original injury that is the subject of the Workers' Compensation claim. During this injury leave, the employee's salary shall be continued at its then current level, and the employee shall not be entitled to receive compensation under Ohio's Workers' Compensation Act for the injury leave period.

Any employee otherwise qualified for Injury Leave may, at the Employer's discretion, be required to work, or be assigned other duties or limited duties during the period of disability. If the employee's physician objects to such assignment, the employee shall not be required to perform such light duties until examined by a physician selected through Occupational Care Consultants or Occu Health and paid for by the Township. If the two physician's are not in agreement, the employee will be examined by a third physician mutually agreed upon by the employee and the Township at the Township's expense. This physician's determination of the employee's capacity to perform such light or restricted duties, shall be final as to the employee's eligibility for light duty. This Section does not guarantee that a light duty position will/will not be available. Assignments made under this Section shall not be subject to the Grievance Procedure.

## ARTICLE 28 JURY DUTY

28.01 Any employee who is officially summoned for jury duty and who actually performs such service shall be paid his usual straight time hourly rate of pay for up to eight (8) hours in a day. In order for the employee to receive pay under this Article, he must secure a certificate from the Clerk of Courts in which he served attesting to the fact that the employee was required to serve jury duty and verifying the amount of time spent by the employee in doing so.

## ARTICLE 29 TRAINING COURSES

29.01 Attendance at Training. If an employee wishes to attend a law enforcement seminar, training program or school on his own time at his own expense, the Chief of Police will, if feasible, authorize his attendance, and the Employer will allow reasonable time off without pay for the employee to attend such seminar, program or school, provided that necessary manning levels are maintained. A request for payment of fees and expenses associated with a law enforcement seminar, training program or school attended or to be attended by an employee shall be submitted to the Chief of Police in writing and shall explain the educational value of the training as well as the costs already expended or to be expended in attendance. Such requests shall be considered by the Employer, which may or may not, in its sole discretion, approve or authorize payment.

29.03 In-Service Training. Whenever an employee attends in-service training, an employee shall be paid for time spent for the in-service training.

## ARTICLE 30 RETIREMENT AND SEVERANCE PAY

30.01 Unused Sick Leave. An employee who retires or dies with at least ten (10) years of service for the Employer shall receive payment for one-fourth (1/4) the value of his accrued but unused sick leave.

30.02 Unused Vacation Pay. An employee who retires or is terminated, voluntarily or involuntarily, shall receive any earned but unused vacation pay, including a pro rata share of vacation pay earned in the year in which he retires or is terminated.

30.03 Unused Compensatory Time. Upon separation from service for any reason, an employee shall be paid for all accumulated compensatory time.

## ARTICLE 31 TUITION REIMBURSEMENT

31.01 Sylvania Township will reimburse full-time employees who have completed their probationary period for tuition expenses, books and academic fees at an accredited college or university for only those courses that are directly related to the employee's job duties or field or required as part of an Associates Degree, Bachelors Degree, or Certificate Program directly related to the employee's job duties or field. Internet and similar distance learning courses are eligible. Portfolios are excluded. The Township Administrator will determine whether the course is eligible for reimbursement.

31.02 A "Tuition Reimbursement " form must be completed and submitted to employee's Department Head for prior approval. Upon approval, the employee must attend seventy-five (75%) percent of the classes (this attendance requirement shall not apply to internet and similar distance learning courses) and obtain a passing grade of "B" or above to be eligible for 100% reimbursement, a passing grade of "C" for 50% reimbursement. Students will be limited to a reimbursement of no more than $4,000 per calendar year. The Township will provide reimbursement toward one (1) Bachelor's Degree per employee.

An employee who leaves employment with the Township within two (2) years of completing a course for which he was reimbursed shall be obligated to repay the Township in full for any such reimbursed tuition expenses, unless the employee is granted a disability retirement within that time.

## ARTICLE 32 SUBSTANCE ABUSE PROGRAM

32.01 The Township's program for substance abuse is attached as Appendix A to this Agreement and is fully incorporated as if written herein.

The Township reserves the right to modify the substance abuse program to address Bureau of Workers' Compensation changes and to add additional drugs, known to be abused, for testing. In the event the Township intends to modify the policy for these purposes, it shall provide the Union with at least 45 days advance notice of its intention and reasons for making such changes.

## ARTICLE 33 MISCELLANEOUS PROVISIONS

33.01 Payday. Employees shall be paid biweekly every other Friday. The Township shall supply the payroll company with all necessary information in a timely fashion so as to enable the payroll company to deposit each employee's pay in their designated accounts on payday.

33.02 Compensated Time. Holidays, vacation days and other time off to which an employee is entitled as a matter of right under or by any provision of this contract, shall be considered as time worked and compensated accordingly for the purposes of seniority, health and welfare benefits, and continuity of employment.

33.03 Drug Testing. Employees who are required to take a mandatory drug test at a time not contiguous to the beginning or end of their shift shall be compensated for time spent in testing at time and one-half (1 ½) their usual hourly rate or shall be paid a minimum of two (2) hours pay at time and one-half (1 ½) their usual hourly rate whichever is greater.

33.04 Promotions. The Employer shall make reasonable efforts to have competitive promotional examinations.

33.05 Personal Grooming. Male employees shall be permitted to wear mustaches. Female employees shall be permitted to wear trousers.

33.06 In the event of a merger or a new entity is created with the City of Sylvania directly affecting the members of the bargaining units, the Township will provide a 90 day notice and will enter into discussions concerning the effects of such event.

## ARTICLE 34 GENDER AND PLURAL

34.01 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. "Employee" shall mean any person covered by this Agreement.

## ARTICLE 35 HEADINGS

35.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or selection.

## ARTICLE 36 TOTAL AGREEMENT

36.01 This Agreement represents the entire Agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all

rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without the modification or discontinuance being subject to the grievance procedure herein contained.

## ARTICLE 37 SEPARABILITY AND SAVINGS CLAUSE

37.01 If any Article or Section of this Agreement or of any riders hereto should be held invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

## ARTICLE 38 DURATION OF AGREEMENT

38.01 This Agreement shall be effective as of the 1st day of January 1, 2014 and shall remain in full force and effect until December 31, 2016. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, at least sixty (60) calendar days prior to the anniversary date that it desires to modify the Agreement.

## ARTICLE 39 EXECUTION

39.01 In Witness Whereof, the parties hereto have caused this Agreement to be duly executed this _____ day of _____.

| FOR THE EMPLOYER: | FOR THE UNION: |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| | _____ |

APPENDIX B

**UNIFORM AND EQUIPMENT SCHEDULE**
**FOR DISPATCHERS / RECORDS CLERKS / PROPERTY ROOM MANAGER / ADMINISTRATIVE SECRETARIES / SECRETARIES**

Three (3) Long sleeve shirts
Three (3) Short sleeve shirts
One (1) Collar Brass (Ohio)
One (1) Collar Brass (STPD)
One (1) Breast badge
Three (3) Ties
One (1) Tie bar
Three (3) Dress pants
One (1) Pair black shoes
One (1) Belt
One (1) Dickie with STPD on neck
Three (3) Turtlenecks with STPD on neck
One (1) Sweater

July 1, 1998

Joseph J. Allotta, Esquire
Allotta & Farley Co., L.P.A.
3450 West Central Avenue, Suite 370
Toledo, Ohio 43606-1499

Re: **Ohio Patrolmen's Benevolent Association and Sylvania Township Board of Trustees**

Dear Mr. Allotta:

In connection with the negotiations for our new collective bargaining agreement, we discussed certain adjustments in the work schedule for employees working a four-and-two schedule. It was agreed that the normal workday for such employees shall be 8 hours, and employees shall report 15 minutes before the scheduled shift starting time for roll call. Time spent in roll call shall not count as hours worked for the purposes of overtime and accruing sick time. In conjunction with this schedule, employees shall not be scheduled to work pay-back days, effective October 1, 1997.

If this correctly recites the parties' understanding on this subject, please so indicate on the line included below for your signature.

**FOR THE SYLVANIA TOWNSHIP BOARD OF TRUSTEES**

/s/Timothy C. McCarthy
Timothy C. McCarthy

We agree with the foregoing, this ____ day of July, 1998.

**FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

/s/Joseph J. Allotta
Joseph J. Allotta

July 1, 1998

Joseph J. Allotta, Esquire
Allotta & Farley Co., L.P.A.
3450 West Central Avenue, Suite 370
Toledo, Ohio 43606-1499

Re: **Ohio Patrolmen's Benevolent Association and Sylvania Township Board of Trustees**

Dear Mr. Allotta:

During our recent negotiations, there was discussion regarding the uniform to be worn by Dispatchers in the Department. Dispatchers will be provided a standard sweater to be worn with the uniform. Further, it was agreed that Dispatchers will be permitted to wear a short-sleeve uniform shirt with a tie during the fall, winter and spring months in which only a long-sleeve uniform shirt was formerly permitted.

If this correctly recites the parties' understanding on this subject, please so indicate on the line included below for your signature.

**FOR THE SYLVANIA TOWNSHIP BOARD OF TRUSTEES**

/s/Timothy C. McCarthy
Timothy C. McCarthy

We agree with the foregoing, this ____ day of July, 1998.

**FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

/s/Joseph J. Allotta
Joseph J. Allotta

April 1, 2005

Joseph J. Allotta, Esquire
Allotta & Farley Co., L.P.A.
2222 Centennial Road
Toledo, OH 43617

**Re: SCHEDULING**

Dear Mr. Allotta:

In connection with the negotiations for a new collective bargaining agreement, staffing in the Dispatch and Records area was discussed. The Township will schedule the Dispatch Unit in such a manner that will allow two (2) bargaining unit dispatchers per shift on a regular basis.

The Township no longer is required to schedule one records clerk on the day shift and one records clerk on the afternoon shift, as previously agreed to provided that the following notice is posted at a public place at the Police Department headquarters and in the Township Newsletter. Dispatchers will not be required to respond to public records requests at any time outside the hours set forth in this notice.

**NOTICE**

**The normal business hours for the Records Department are 7:00 a.m. to 5:00 p.m. Monday – Friday. If you need a copy of a report and cannot come in between these hours, reports can be faxed or mailed. Please call 885-3721 during business hours for assistance.**

**Fingerprints, Tow Releases, Copies of Reports, and Background Checks are handled from 7:00 a.m. to 5:00 p.m. Monday – Friday, excluding holidays.**

FOR THE SYLVANIA TOWNSHIP
BOARD OF TRUSTEES

/s/ Brad Peebles
Brad Peebles, Administrator

FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

/s/ Joseph J. Allotta
Joseph J. Allotta