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STATE EMPLOYMENT
RELATIONS BOARD

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

AND

HOWLAND TOWNSHIP TRUSTEES

TERM OF AGREEMENT

JULY 1, 2011 TO JUNE 30, 2014

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**HOWLAND TOWNSHIP POLICE DEPARTMENT
COLLECTIVE BARGAINING AGREEMENT**

PREAMBLE: This is a collective bargaining agreement between Howland Township, Trumbull County, Ohio (hereinafter referred to as Township), and Ohio Patrolmen's Benevolent Association (hereinafter referred to as OPBA). By executing this Agreement, it is the intent and purpose of the parties to promote harmonious relations between them, establish fair and reasonable procedures for the disposition of grievances and set forth their agreement with respect to wages, hours, and other terms and conditions of employment.

ARTICLE 1 - RECOGNITION:

The Township recognizes the OPBA as the sole and exclusive collective bargaining agent for the members of the bargaining unit of the OPBA with respect to wages, hours, and other terms and conditions of employment. The bargaining units of the OPBA consists: (a) of all full-time certified detectives, uniformed patrolmen; and (b) sergeants. Excluded from the bargaining unit are the Police Chief, the Administrative Captain, and all part-time employees. Any reference in this Agreement to "employee" or "employees" shall be construed as referring to a "member" or "members" of the bargaining units.

ARTICLE 2 - UNION MEMBERSHIP MEETINGS AND SECURITY:

Section 1: Employees of the Howland Township Police Department have the right to join, or not to join the OPBA and neither the Township nor the OPBA shall discriminate against an employee for exercising such rights. The OPBA acknowledges that it is required to represent all employees fairly and equally with respect to all matters covered by the Agreement.

Section 2: The OPBA has the right to select representatives from the bargaining units to serve as officers, business agents and members of committees, and such representatives are authorized by the OPBA and recognized by the Township to represent the OPBA in matters covered by this Agreement. The names of such representatives will be given to the Township in writing.

Section 3: An OPBA meeting in the Township building may be held at least once each month, will be of reasonable duration, and will be conducted so as not to interrupt the usual services and duties of the employees. Time and place of meetings shall be coordinated with the Police Chief or his designated representative.

Section 4: The Township agrees that the appropriate OPBA Representative shall be granted reasonable time during duty hours to conduct OPBA business involving grievances, disciplinary action, negotiations, arbitration and meetings with the Township. Such activities shall be conducted so as not to unreasonably interrupt the usual services and duties of the employees.

Section 5: The OPBA has the right to utilize a bulletin board within the Police Department at an agreed upon location for the posting of OPBA notices and materials. All postings on this bulletin board shall be approved by the Union.

The material posted shall not be derogatory or inflammatory towards the Township, the department or any individual or groups of individuals and shall not constitute partisan political campaign material.

Section 6: The Township agrees to provide the directors of the OPBA or their designees a combined total of twelve (12) working days off with pay for the duration of this Contract, to attend OPBA or NAPO functions. No more than a total of four (4) days may be taken in any one calendar year. The OPBA shall give the Township reasonable notice of such conferences, conventions, or meetings.

ARTICLE 3 - UNION AND TOWNSHIP MEETINGS:

Section 1: The Township agrees to give the OPBA notice and the opportunity to discuss and provide input with respect to any additions or amendments to the Township Policy Manual or Police Department Rules and Regulations or standard operating procedures. However, the Township, either through the Trustees, Administrator, or the Police Chief, has the sole and exclusive right to make such additions or amendments that do not affect wages, hours or other terms and conditions of employment. The parties agree that the application of such additions or amendments is subject to the grievance procedure.

Section 2: OPBA representatives will be part of a personnel policy committee to approve new and updated policies.

Section 3: Management/Labor Committee

There shall be established within thirty (30) days of the effective date of this Agreement, a Management/ Labor Committee which shall:

- A. Be composed of three (3) representatives of the Employer and three (3) of the OPBA. The Committee shall be chaired by the Employer;
- B. Meet on a biannual basis with additional meetings as mutually agreed upon if necessary;
- C. Meet to discuss issues of general or specific interest to the Employer and/or the OPBA relating to the Police Department, provided no agreement shall be reached on any matter that would alter in any way the terms and conditions of this Agreement;

D. Keep and review minutes of all committee meetings.

Section 3: Neither party has an obligation to act upon issues raised.

ARTICLE 4 - UNION DUES:

Section 1: The Township Clerk shall deduct the periodic dues, initiation fees, and assessments of members of the OPBA upon presentation of a written deduction authorization by such members.

Section 2: The Township agrees, as a condition of employment of Police Department employees who are in the bargaining unit but are not members of the OPBA, that such employees shall pay a periodic fair share fee to be determined by the OPBA, but not to exceed dues paid by members of the OPBA in the same bargaining unit; such fair share fee payments to be effective with the date of this Agreement. The Township agrees to deduct such fair share fees and pay them to the OPBA pursuant to O.R.C. 4117.09(C).

ARTICLE 5 - PAYROLL DEDUCTION:

Section 1: The Township, in addition to any payroll deductions required by federal or Ohio law, agrees to make periodic payroll deductions for payroll savings and deferred retirement plans.

Section 2: A billing procedure will be established by the joint efforts of the Township Clerk and the OPBA. The Township Clerk shall clarify information on the pay stubs of the employees by appropriate symbols or abbreviations to indicate overtime hours paid, vacation pay, longevity pay and the various standard deductions.

ARTICLE 6 - DISCIPLINARY ACTION:

Section 1: No employee shall be disciplined except for just cause.

A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this agreement.

Section 2:

- A. Discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy.

- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 3:

- A. This procedure shall apply to all non-probationary employees covered by this Agreement.

- B. All employees have the following rights.
 - 1. An employee shall be entitled to representation by a Union representative or an attorney at his/her own expense at each step of the disciplinary procedure.

 - 2. An employee shall not be coerced, intimidated, or suffer any reprisal either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

- C. An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.
- D. Discipline shall be imposed only for just cause. The specific act for which discipline is being imposed and the penalty proposed shall be in the Notice of Discipline. The notice served on the employee shall contain a reference to dates, times and places, if possible.
- E. Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.
- F. The following administrative procedures shall apply to disciplinary actions:
 - 1. The Chief of Police or his designee and the Employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Chief of Police or his designee is encouraged to hold an informal meeting with the Employee during regular working hours for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Chief of Police or his designee may offer a proposed disciplinary penalty. The Employee is entitled to representation by the Union or attorney during the initial discussion.
 - 2. If a mutually agreeable settlement is not reached at this informal

meeting of the Chief of Police or his designee will, within ten (10) working days or at the end of an internal investigation, prepare a formal Notice of Discipline and present it to the employee. If no formal meeting is held, the Chief of Police may prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the Employee's rights in the procedure, and the right of representation.

3. Upon the receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Administrator, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 with seven (7) calendar days from receipt of the Notice of Discipline.

4. A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and the Union unless parties mutually agree to extend time.. All subsequent appeal rights shall be deemed waived.

Section 4: The Employer shall be barred from disciplining any employee, or in any way using an incident for the basis of subsequent discipline unless the Employer serves the employee with the disciplinary charges within thirty (30) days from the date the Employer knew or reasonably should have known of the incident giving rise to the disciplinary action.

Section 5: Prior to any discipline involving days off or affecting monetary benefits being assessed based on a civilian complaint, the civilian complaint must be in writing and signed by the complainant. Employer will provide a copy of the complaint to the employee prior to the disciplinary discussion.

Section 6: Records shall remain in personnel file but have no force except for the following schedule:

Written reprimands: 12 months, provided the employee is not disciplined during said 12 months.

Suspension and/or involuntary demotions 24 months provided the employee is not disciplined during said 24 months.

Section 7: The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 8: Notwithstanding the provisions of this Article or the grievance procedure, an employee subjected to disciplinary action shall have access to all other legal rights available to him or her under federal or state law.

Section 9: Nothing in this Article is intended to prevent the Police Chief from informally discussing any aspect of an Employees work performance.

Section 10: Any employee under indictment or arrest, shall be placed on administrative leave of absence until resolution of the court proceedings. Such employees may use accrued vacation ,paid holidays, accrued sick leave or compensatory time during the leave. An employee found innocent of the charges shall be paid for all lost time and shall have any vacation, paid holidays, sick leave or compensatory time restored to his/her credit. The employer shall continue to pay the employee's insurance/hospitalization premiums during the employees exhaustion of accrued benefits.

ARTICLE 7 - PERSONNEL FILES:

Section 1 - Inspection: Any bargaining unit member shall have the right to inspect his/her personnel file upon request during normal business hours, Monday through Friday (except Holidays) in the presence of a management official. Said member has the right to provide a written authorization for his/her bargaining agent to act for the member in requesting access to the personnel file and in reviewing said file in the presence of a management official. Anyone inspecting a member's file shall sign on the jacket of said file indicating he/she has reviewed the file. The employee shall have the right to prepare and enter into the file a response to material in such file.

Section 2- Amount of Personnel Files and Documents: There shall be only one (1) official personnel file for each employee which shall be maintained in the Township office. A copy of all documents relating to conduct, discipline or work performance shall be given to the employee at the time of its placement.

Section 3. Any member or representative granted permission in writing by a member may obtain a copy of material contained in his/her file provided such request is not unreasonably burdensome.

Section 4. In a case in which a written reprimand, suspension or dismissal is disaffirmed or otherwise rendered invalid, the written reprimand, suspension or dismissal will be removed from said files.

Section 5 - Disciplinary Records: Records of disciplinary action against an employee for the violation of rules will not be used by the employer in any arbitration proceeding where such action occurred twenty-four (24) months prior to the date of the event which is the subject of such proceeding.

ARTICLE 8 - GRIEVANCE PROCEDURE:

A grievance is a dispute or difference between the Township and/or an employee and/or the OPBA concerning the interpretation and/or application and/or compliance with any provisions of this Agreement, the Township Policy Manual, the Police Department Rules and Regulations, the Police Department Standard Operating Procedures, or disciplinary action. An employee and a management representative will make a reasonable effort to resolve potential grievances by informal discussion; and such discussion shall not be considered a condition precedent to disciplinary action by the Township or the filing of a grievance by the employee. In the event that the employee desires to file a grievance, the following procedure shall be followed:

- A. Grievance: A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provisions of this agreement.
- B. Aggrieved Party: The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- C. A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this agreement.

Section 1: The following procedures shall apply to the administration of all grievances filed under these procedures:

- A. Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement

involved in the grievances; the time and place where the alleged events or condition constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- C. If a grievance affects a group of employees, it may be submitted at Step 2 except one (1) employee selected by such group may process the grievance the designated representative of the named group. However, grievances can be initiated only by an individually aggrieved employee, and not by a third party grievant. In situations in which monetary relief is sought, the employee who is initially entitled to relief must initiate the grievance.
- D. 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 said matter informally adjusted with the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that a grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings. The Union shall be advised of the resolution of all filed grievances.

- E. This grievance procedure shall be the sole and exclusive procedure for remedies sought for all alleged violations of this bargaining agreement.
- F. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limit will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- G. This procedure shall not be used for the purpose of adding to, subtracting from or altering in any way, any of the provisions of this agreement.

Section 2: All grievances shall be administered in accordance with the following steps of the Grievance Procedure:

Step 1: Within seven (7) days of the occurrence of the event upon which the grievance is grounded, the aggrieved employee (and the OPBA, if requested by the employee) shall present the grievance in person setting forth the alleged facts involved, in writing to the Police Chief (or the acting Police Chief in the absence of the Police Chief) who shall note the date, and time of receipt of grievance, affix his/her signature to the grievance form and provide a copy to the grievant. The Chief or Assistant Chief shall conduct a hearing and answer the grievance in writing within seven (7) days of receiving it.

Step 2: If the grievance is not adjusted in Step One, the employee (and the OPBA, if requested by the Employee) may appeal the grievance in person to the Township Trustees and/or the Township Administrator or their designee, in

writing within seven (7) days of receipt of the answer from the Police Chief or acting Police Chief under Step One. The Township Trustees, Township Administrator or their designee shall note the date and time of receipt of the grievance at Step Two and provide a copy to grievant.

The Township Trustees and/or Township Administrator shall conduct a hearing on the grievance and answer it in writing within thirty (30) days of receiving it.

Step 3: Arbitration Procedure

In the event a grievance is unresolved after being processed through all the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 3 or timely default by the Employer at Step 3, the Union may submit the grievance to arbitration by submitting to the Administrator a written demand for arbitrator. Ten (10) days after submitting its demand for arbitration, the Union shall request the Federal Mediation and Conciliation Service to provide the parties duplicate panels of seven (7) arbitrators and a copy of the request shall be simultaneously mailed to the Employer. The arbitrator will be chosen by each party alternate striking names and the name remaining shall be the arbitrator. Either party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list.

- A. The Arbitrator shall have no power or authority to add to, subtract from, or in any 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.

- B. The hearing or hearings shall be conducted pursuant to the rules of the FMCS to the extent consistent with the terms of this Agreement.
- C. The fees and expenses of the arbitrator will be split by both parties. In the case of discharge, the Union will pay the Arbitrator. If the Union prevails at arbitration, the cost will be split by both parties. All other expenses shall be borne by the party incurring them. The employer shall provide a hearing room. In the event of a "split" or modified award, the Arbitrator shall apportion the Arbitrator's cost.
- D. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

The OPBA shall have the opportunity to be present at the adjustment of a grievance and the right to intervene if the adjustment is not consistent with the terms of the Agreement.

At any step of the grievance procedure, either party to this Agreement shall be permitted to call witnesses, to present material and relevant evidence and to be presented by legal counsel. The time limits set forth in this grievance procedure shall be binding upon either party unless extended by mutual agreement in writing.

ARTICLE 9 - MANAGEMENT RIGHTS:

Pursuant to the provisions of O.R.C. 4117.08 (C), the Township reserves the following rights, except to the extent limited or modified by this Agreement.

Section 1: Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure.

Section 2: Direct, supervise, evaluate or hire employees. Assign employees to specialized duties, operations and units, not as punishment.

Section 3: Maintain and improve the efficiency and effectiveness of governmental operations.

Section 4: Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.

Section 5: Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees.

Section 6: Determine the adequacy of the work force.

Section 7: Determine the overall mission of the employer as a unit of government.

Section 8: Effectively manage the work force.

Section 9: Take action to carry out the mission of the public employer as a governmental unit.

ARTICLE 10 - SENIORITY:

Section 1: Departmental seniority of an employee shall be determined and computed from the day of the employee's first full-time work day. In the event two (2) or more employees start on the same date, the employee whose surname appears first, according to alphabetical order, shall be deemed the senior employee, etc.

Section 2: Departmental seniority shall prevail for purposes of vacation requests, layoff, call back from layoff, shift preference and compensatory time requests. Seniority in rank shall prevail for purposes of seniority in the chain of command, when there is a conflict with shift preference requests and when there is a conflict with vacation or compensatory time requests.

Section 3: An employee cannot assert seniority for a shift preference outside of his/her rank, i.e. a sergeant cannot assert his/her seniority for a particular shift unless the shift to which he/she wants to be assigned has a vacancy for sergeant or a sergeant assigned with less seniority. A sergeant cannot "bump" a patrolman in the exercise of his/her seniority for shift preference.

Section 4: The assertion of seniority for shift preference shall be permitted once a year. A request for shift preference must be submitted in writing to the Police Chief by December 1, to be effective beginning January 1 of the following calendar year. Thereafter, shift preference requests by seniority do not have to be considered by the Police Chief until December 1 of the following calendar year unless there is a request for a voluntary shift change or a vacancy in a position occurs from some other reason. Voluntary shift changes are at the sole discretion of the Police Chief, but shall not be unreasonably denied.

Section 5: Seniority and bidding for shift preference shall not be applicable to Employees during their probationary period.

ARTICLE 11 - WORK PERIOD AND OVERTIME:

Section 1: A work week shall be defined as commencing at 12:01 A.M., Sunday and end at 12:00 p.m. on Saturday.

Section 2: The regular work week shall consist of forty (40) hours of actual work performed within the week as defined in Section 1 including approved paid vacation time.

Section 3: Overtime for the bargaining unit employees shall be paid in cash or compensatory time, at the employee's option, given at the rate of one and one-half (1.5) times the regular rate of pay or the applicable hours worked respectfully for hours actually worked in excess of forty (40) hours per week (including paid vacation time and compensatory time); or for all hours worked over eight (8) hours in a calendar day. Court time recognized by the Township shall not be considered for overtime purposes under the provisions of this Article. Compensatory time may be accumulated to a maximum of 480 hours.

Section 4: Overtime distribution - The Employer and/or his designee shall determine whether to fill vacancies on shifts and also determine the need for extra assignments. Shifts and extra assignments may be filled by either a full-time or part-time officer. A, B, and C shifts shall have a minimum of two (2) full-time officers if full-time officers are available to work.

When full-time overtime is to be used to fill shift vacancies or extra work assignments, it shall be offered to bargaining unit members. Overtime will be offered based on seniority to all members of the bargaining unit.

When it has been determined that a full-time officer will be called in to work an overtime shift, the Chief or his designee shall page all members of the bargaining unit (through the use of the All-Page function) with the time and date of the overtime opportunity. If the All-page occurs, the scheduling officer or his designee will include in the all-page, a call-in deadline. All bargaining unit member shall have 96 hours to respond to the All-Page for long-term overtime and 48 hours to respond to the All-Page for short-term overtime. After these time frames have elapsed, the overtime shall be on a first come first serve basis. For the purpose of this section, long-term overtime shall be considered any overtime scheduled more than 30 days in advance, and short-term shall be any overtime scheduled less than 30 days in advance.

The overtime then will be granted following these guidelines:

- First, to an Officer on his day off by seniority.
- Second, to Officers working before and after (4 hours each) the overtime.
- Third, to an Officer working before or after (all 8 hours) the overtime.
- Officers will be considered on "time off" for this procedure if 8 hours fall between the overtime and the regular scheduled hours of such Officer.

Members of the bargaining unit will be notified of overtime through a text message systems or by pager. It is the responsibility of the individual member to provide the cellular provider a phone number to management to enable them to receive a text message. Members who choose not to be notified through the text message system shall have the option to be notified through a pager. The township shall supply functioning pagers and batteries to all members of the bargaining unit who have elected not to be notified by text messaging. The failure to use a pager or respond to a page shall not be a basis for discipline. No grievances shall be filed by the Union regarding an Officer's failure to receive a text message or page, so long as the all-page system is used.

Any pager which is lost or misplaced will be paid for by the employee. Replacement of lost pagers in the line of duty must be reported immediately to the OIC or

Supervisor, documented and approved by the Chief of Police.

Section 5: An employee who has accrued compensatory time and requests use of the time, must be permitted to use the time off within a reasonable period after making the request if it does not "unduly disrupt" the operation of the Township.

Compensatory time will be denied for the purpose of working secondary employment in a police related capacity if it causes overtime for the department.

If approval of the request for compensatory time would drop a shift below two (2) full-time police officers, overtime will be offered to full-time police officers in accordance with the contract.

Failure to obtain officers willing to work so as to bring the shift up to two (2) full-time officers, shall be considered to "unduly disrupt" the operations of the Township.

Parties agree that to the extent practicable, employees shall be allowed to use compensatory time when it is requested. It is the responsibility of the denied employee to find a full-time replacement following the Collective Bargaining Agreement.

Notwithstanding this settlement, the parties agree that there may be other circumstances where requests for the use of compensatory time may be denied so as not to "unduly disrupt" the operations of the Police Department.

ARTICLE 12 - CALL IN PAY:

Section 1: Whenever an employee is called to work at a time other than his/her regular work schedule, he/she shall be guaranteed four (4) hours pay at the straight time or overtime rate whichever is appropriate in accordance with the other Articles of the Agreement.

Section 2: It is understood that any call-in which starts prior to the regular shift and continues into the employee's regular shift, or holdover time worked immediately following the regular shift, shall not be eligible for the minimum as provided in Section 1 above.

ARTICLE 13 - SERVICE RELATED INJURY:

Section 1: Injury Leave With Pay

Injured on duty leave (IOD) shall be granted to any employee certified by the Trustees as injured in the course and scope of his or her employment. Certification will not be unreasonably withheld by the Township. If, however, an employee files for Temporary Total (TT) or is working elsewhere during the time the employee claims to be disabled from his or her job, IOD benefits will immediately stop.

If, after a Bureau determination or the administrative appeals process, whichever stage finalizes the process, it is found by the Bureau, the Industrial Commission or a court that the claim is not related to the employee's Township job, the employee must reimburse the Township for all IOD used by any means available: accumulated time, sick leave, vacation or regular pay deductions. The amount so used must be repaid within a twelve (12) month period.

If the Township does not certify a claim, the employee will be permitted to use his or her sick leave or vacation which shall be reimbursed if, after the Bureau determination or the administrative appeals process, whichever stage finalizes the process, it is found by the Bureau, Industrial Commission or a court that the claim was incurred in the scope of Township employment.

Any employee granted IOD will be required to apply for, attend and fully cooperate with the Workers' Compensation Rehabilitation Program.

After every thirty (30) days of IOD, up to the first four (4) months/120 days, the Township may request that the employee undergo a medical review at the Township's expense. The doctor will be mutually agreed to between the Township and the Union. If, however, the Township and the Union cannot agree then an alternate striking method from a list of specialists from the Trumbull County Medical Society, in the area of the employee's disability will be used to determine a doctor. This medical review will be used to grant or deny a request for continued IOD. If the physician determines that the employee is unable to work in any status, IOD shall be continued. If the employee is able to work in a "light duty" status, the Township will provide work within the Police Department, if available.

If the physician determines that the employee is able to return to work, the employee may return to work or apply to Workers' Compensation for TT. In no event will the Township continue to pay IOD or any other benefit after a doctor's determination that the employee is fit for work and the employee does not return to work.

Wages and all benefits for those off-duty on IOD will be continued to up to a maximum of four (4) months/120 days in a twelve (12) month period from the date of injury if all requirements above are met. After that period, an employee unable to return to work can file for Workers' Compensation TT, but will not continue to be eligible for Township benefits, including sick or vacation accrual. If the claim for TT is certified/approved by the Township, the existing past practice of advancing Workers' Compensation amounts will be continued for up to an additional eight (8) months. Hospitalization benefits for an employee who has exhausted IOD but is unable to return to work will be continued for another three hundred sixty-five (365) days so long as that employee continues to provide the Township with doctors' reports stating that he or she is unable to return to work at least every three (3) months.

ARTICLE 14 - HEALTH AND SAFETY:

Section 1: Safety must be a prime concern and responsibility of both parties. Therefore, the Employer will make reasonable efforts to establish safe working conditions and establish safe working practices for its employees.

Section 2: All unsafe working conditions must be reported by the employee in writing to the employee's immediate supervisor in charge within forty-eight (48) hours of the time such unsafe working conditions become apparent.

Section 3: The Employer will investigate all written reports of unsafe working conditions and within forty-eight (48) hours attempt to correct any which are found. The Employer shall be responsible for insuring that all safety rules and safe working methods are followed by the employees.

Section 4: The Employer will notify the employee who alleges unsafe working conditions, in writing, of any corrections which have been made, if the notification was in writing.

ARTICLE 15 - CONFLICT WITH LAW:

If any provision, condition, or term of this Agreement is in conflict at any time with any applicable statutes or regulations, or any applicable decision, the particular provision, condition or term of this Agreement shall be null and void to the extent that a conflict exists, and both parties are relieved of compliance or performance to such extent. However, the remaining provisions, conditions, or terms of this Agreement shall remain in full force and effect. The parties shall mutually agree to review the conflicting provision, condition, or term to determine if the conflict can be resolved to the mutual satisfaction of the parties.

ARTICLE 16 - SEVERANCE PAY:

Section 1: After ten (10) years of continuous service with the Township, and upon retirement, death, job abolishment, and layoff in excess of recall rights, from Township employment, an employee may elect to receive a cash payment for all of his accrued vacation time, compensatory time plus a cash payment for fifty percent (50%) of his accrued sick leave to a maximum of seven hundred twenty (720) hours at his current rate of pay at the time of separation of employment.

Section 2: Payment for sick leave on this basis shall eliminate all accrued sick leave.

Section 3: Employee with at least fifteen (15) years of full-time service with Howland Township, may request to convert accumulated sick leave hours to paid wages. Sick leave converted to paid wages shall be limited to a maximum of 119.6 hours per calendar year. The hourly rate to calculate the amount of payment shall be eighty percent (85%) of the employees prevailing rate of pay at the time of the payment. By accepting this payment, the employee acknowledges that their sick leave balance will be reduced by twice the number of hours paid.

Conversion of sick leave hours shall not be paid if after conversion employee's sick leave balance will be less than one-hundred twenty (120) hours.

Example: Employee with at least fifteen (15) years of service.
Sick Leave Balance..... 800.00 hours
Requested paid hours..... 119.60 hours
Prevailing rate of pay x 85% = \$ _____
Requested paid hours (119.6) x 2 = 239.20 hours
Adjusted sick leave balance hours = 560.80 hours

ARTICLE 17 - SICK LEAVE:

During the term of this Agreement, the Township shall maintain the following levels of sick leave benefits:

Section 1: Each employee shall be entitled to sick leave of four and six-tenths (4.6) hours with pay for each scheduled eighty (80) hours of work with a maximum of 119.6 hours per year.

Section 2: Unused sick leave can be accumulated without limitation.

Section 3: Should an employee not utilize any sick leave, he/she shall be entitled to a bonus of One Hundred Twenty-Five Dollars (\$125.00), payable quarterly.

First quarter - January to March	April 5th
Second quarter - April to June	July 5th
Third quarter - July to September	October 5th
Fourth quarter - October to December	January 5th

ARTICLE 18 - LEGAL REPRESENTATION:

Section 1: The Township at its expense shall provide legal counsel for an employee who is a party to legal action either criminal or civil, for preliminary appearances and/or hearings as well as the trial stage of such legal action if the legal action arises from the employee's duties on behalf of the Township. The Township has the exclusive right to negotiate for and select such legal counsel. Beyond the trial stage, the Township, will provide legal counsel for an employee at its expense for any further legal proceedings, provided the employee was acting properly within the scope of his employment.

Section 2: The Employer will indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such employee arising from or because of any action on or in-action by such employee, while acting within a reasonable manner within the scope of the employee's duties and responsibilities.

ARTICLE 19 - LEAVE FOR DEATH IN FAMILY:

Section 1: When a death occurs in the immediate family (defined as spouse, child, sibling, parents of an employee), the employee shall be granted five (5) days off with pay (not to be deducted from sick leave). If extenuating circumstances prevail, more time, at the discretion of the Chief of Police, may be granted said employee which shall be deducted from the employee's accumulated sick leave.

Section 2: An employee shall be granted three (3) days off with pay (not be be deducted from sick leave) in the event of the death of the following: step-parent, step-child, half-brother, half-sister, grandchild, parent-in-law.

Section 3: Employee shall be granted one (1) day off with pay (not to be deducted from sick leave) in the event of the death of the following: grandparents, step-brother, step-sister, sister-in-law, brother-in-law, and aunt or uncle.

Section 4: The employee shall submit a copy of the obituary or other appropriate proof to be entitled to this leave.

ARTICLE 20 - LIFE AND HEALTH INSURANCE:

Section 1: The Township, at its expense, agrees to provide the following insurance benefits to each qualifying employee during the term of this Agreement.

- A. Life insurance policy in the face amount of Twenty-Five Thousand Dollars (\$25,000.00).
- B. Effective January 1, 2007, life insurance policy in the face amount of Five Thousand Dollars (\$5,000.00) for employees who retire under the PERS Pension System.
- C. A plan for hospitalization, surgery, major medical, drug prescriptions and dental care, whether through insurance coverage or a health maintenance program.

Section 2: Current benefits as agreed upon by the Health Insurance Committee and Bargaining Unit.

Section 3: Premium Co-Pay

If the health care insurance premium rate is increased by 5% over \$600,000, members of the bargaining units will pay an amount, not to exceed twenty dollars (\$20.00) per pay for family coverage and eight dollars (\$8.00) per pay for single coverage for the time from September 1, 2010 through August 31, 2011.

If the health insurance rate increases more than 5% over the previous rate members shall pay no more than twenty dollars (\$20.00) per pay for family and eight dollars (\$8.00) per pay for single coverage for the life of this agreement, for the time from September 1,2011 through August 31, 2012.

Members of the bargaining units will not pay higher premiums for health care coverage than any other member of the Howland Township health plan.

Section 4: For health insurance, the Township reserves the right to change the insurance carrier or health maintenance program during the term of this Agreement for economic and/or administrative reasons, however, the level of coverage shall remain at least equal to, better or changes mutually agreed upon by both parties.

Section 5: The Township is not obligated at its expense to provide life and health insurance benefits for an employee if he is not on "active pay status" or personal leave as set forth in Series 3007.06, 3007.07, 3011 and 3011.01 of the Township Policy Manual. "Active pay status" as referred to in this Sub-Paragraph shall not entitle the employees to benefits under any other Articles and/or provisions of this Agreement.

Section 6: A Health Care Cost Containment Committee will be established to review, evaluate and provide input for the health insurance coverage and the financial costs for such coverage. The OPBA will be represented by its two (2) directors on such committee.

Section 7: Members have the right to purchase additional life insurance at their expense if offered by the insurance carrier.

ARTICLE 21 - HOLIDAYS:

Section 1: The Township recognizes the following days as "legal holidays" and if any day designated falls on a Sunday, the next succeeding day is a legal holiday:

1. The first day in January, known as New Year's Day.
2. The third Monday in January, known as Martin Luther King Day.
3. The third Monday in February, known as Washington-Lincoln Day.
4. The last Monday in May, known as Decoration or Memorial Day.
5. The fourth day in July, known as Independence Day.
6. The first Monday in September, known as Labor Day.
7. The second Monday in October, known as Columbus Day.
8. The eleventh day in November, known as Veteran's Day.
9. The fourth Thursday in November, known as Thanksgiving Day.
10. The twenty-fifth day in December, known as Christmas Day.

Section 2: All holidays shall be paid in cash at straight time or compensatory time as additional compensation.

Section 3: An employee scheduled to work on a holiday while on sick leave will receive his/her holiday pay but not his/her sick leave pay.

Section 4: An employee shall be paid cash at the rate of time and one-half for all hours worked on a holiday in addition to his holiday pay. Employees will be paid holiday pay for actual overtime hours worked on the holiday.

Section 5: An employee is eligible to receive holiday pay as additional compensations provided above if:

- A. He/she was a full-time employee of the Township at least three (3) months prior to the month in which the holiday occurs.
- B. He/she has worked the last scheduled day before the holiday and the first scheduled day after the holiday unless he/she has utilized sick leave, vacation leave or compensator time for such scheduled days.

Section 6: Each employee shall receive two (2) shifts of holiday leave at straight time for each year of this Agreement. The holiday leave under this section shall be paid in November of each following year.

ARTICLE 22 - COURT TIME:

Section 1: For the purpose of this Article, court time includes time preparing for an appearance and travel time to and from the court.

Section 2: An employee who is required to appear in court while off of scheduled duty as a result of his duties on behalf of the Township shall, at the exclusive option of the Employee, be paid compensatory time or cash at straight time rate for a minimum of three (3) hours. All court time in excess of three (3) hours shall be paid in one-half (1/2) hour increments at straight time or compensatory time.

Section 4: Court time requests shall be verified in writing by a prosecutor or other appropriate court authority.

Section 3: Court time recognized by the Township shall not be considered for overtime purposes under the provisions of this Agreement.

ARTICLE 23 - UNIFORM AND MAINTENANCE ALLOWANCE:

Section 1: Law Enforcement officers shall receive an allowance for replacement and maintenance of all components of their uniforms including boots, shoes and leather. The allowance shall be paid by separate check as follows:

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
March 15th	\$475	\$475	\$475	\$475
September 15th	<i>\$650</i>	<i>\$650</i>	<i>\$650</i>	<i>\$650</i>

Section 2: The Township will repair or replace a personal duty weapon approved as a secondary weapon by the Police Chief if it is damaged, lost or destroyed in the line of duty.

Section 3: The Township, notwithstanding Section 1 above, will replace uniform components, boots, shoes and leather items damaged beyond repair in the line of duty upon approval of the Police Chief.

Section 4: Howland Township will provide all full-time new hires the following uniform items. They will not receive a uniform allowance until their second year of employment.

- | | | |
|-----------------------|-------------------------|--------------------|
| 3 - Pants | 3 - Short Sleeve Shirts | 1 - Tie |
| 1 - Eight Point Hat | 3 - Long Sleeve Shirts | 1 - Tie Clip |
| 1 - Hat Badge | 1 - Hat Cover | 1 - Winter Coat |
| 1 - Summer Jacket | 1 - Rain coat | 2 - Uniform Badges |
| 1 - Name Tag | 1 - Leather Duty Belt | 1 - Inner Belt |
| 1- Holster | 1 - Magazine Holder | 1 - Cuff Case |
| 1 - Pair of Handcuffs | | |

ARTICLE 24 - VACATIONS:

Section 1: Vacation leave shall be earned and taken as follows:

- A. At least one (1) year but less than five (5) years of continuous service with Howland Township - two (2) weeks of vacation with pay.
- B. At least five (5) years but less than ten (10) years of continuous service with Howland Township - three (3) weeks of vacation with pay.
- C. At least ten (10) years but less than fifteen (15) years of continuous service with Howland Township - four (4) weeks of vacation with pay.
- D. At least fifteen (15) years but less than twenty (20) years of continuous service with Howland Township - five (5) weeks of vacation with pay.
- E. At least twenty (20) years or more of continuous service with Howland Township - six (6) weeks of vacation with pay

Section 2: Vacation time must be used during the calendar year and cannot be carried over to any following year except as provided in Section 5 herein.

Section 3: Vacation request sheets will be posted during January and February of each calendar year and seniority will prevail during this period. Beginning March 1 of each calendar year, vacations will be granted on a first-come, first-serve basis until August 1 at which time the Police Chief, at his discretion, may begin assigning vacation leave. The Police Chief will have final say on all scheduled vacations in order to guarantee the maximum efficiency of the Police Department.

Section 4: Each employee shall be entitled to three (3) personal days off with pay per calendar year. Personal days must be requested in advance and require the approval of the Police Chief or his designee. Such approval will not be unreasonably withheld.

Section 5: Each employee will be entitled at his/her option to carry-over one (1) week of vacation to the following year. Maximum vacation accumulation may not exceed one (1) year vacation due plus one (1) week carryover.

ARTICLE 25 - LONGEVITY SUPPLEMENT:

Section 1: An employee shall be entitled to additional compensation for longevity after five (5) years of continuous service with the Howland Township Police Department from the actual start date of his/her full-time employment. Beginning with the sixth (6) year of his continuous service and cumulatively for each year of continuous service thereafter, he shall receive an annual wage supplement of Sixty Dollars (\$60.00).

Wage supplements for longevity shall become effective on **January 1st** of each calendar year.

Employees who attain six (6) years or more of continuous service during the calendar year shall receive the appropriate longevity increase beginning **January 1st** of that calendar year.

ARTICLE 26 - PROMOTION:

Section 1: Promotions shall be subject to any federal or Ohio Equal Opportunity laws and rules and regulations.

Section 2: For the purposes of promotion, the parties mutually agree that they shall select an outside expert to establish and administer a competitive promotional examination. The costs of said expert shall be paid by the Township.

The assessment center examination shall consist of several different exercises to be determined by the Chief of Police.

The promotional criteria and selection for promotion shall be as follows:

- A. The person selected for promotion shall be the person who scored the highest within the promotional guidelines of written examination (55%), assessment center examination (40%), and seniority (5%). The standard shall consist of scoring totals up to a maximum of one hundred (100) points. The written examination shall allow an employee to obtain a maximum of no more than fifty-five (55) points. Employees who do not score at least seventy percent (70%) on the written examination shall not be eligible to proceed to the next phase of the promotional process. An employee, by reason of his seniority, may obtain up to a maximum of five (5) points. Seniority points shall be granted on the basis of one (1) point for each year of service. Seniority is defined as the length of continuous service in Howland Township as a full-time police officer, excluding any time as a part-time or reserve police officer. A maximum of forty (40) points can be obtained through the assessment center examination that will include a review of personnel files.

- B. The testing agency shall prepare, administer, retain and grade all promotional examinations, and establish an eligibility list, with a copy being sent to the Directors of the OPBA. A period of sixty (60) days shall be deemed adequate notice to all eligible employees for the purpose of posting a book list of reference material for all examinations. Promotional examinations will be given in the afternoon, to accommodate eligible officers on midnight turn.

No test shall be opened by the testing agency prior to the test date.

- C. The results of this examination shall establish eligibility list for one (1) year from the posting of the final combined score.

Section 3: Promotional examination eligibility requirements are:

- A. Five (5) years as a full-time Howland Police Department officer.
- B. A minimum of one (1) year at present rank.
- C. Test must be administered to a minimum of two (2) officers.
- D. An officer may test only to the next higher ranking position, provided there are at least two (2) eligible candidates testing for said ranking position.

- E. The five (5) year limitation as a full-time Howland Police Officer may be reduced to three (3) years as a full-time Howland Police Officer if the officer has:
1. Previous police experience as a full-time police officer of at least two (2) years.
 2. Attained college credit hours in police science equivalent to a two (2) year associate degree while working on a four (4) year degree, or has completed a four (4) year college program in police sciences.

Section 4: One Year Probationary Period of a Newly Promoted Sergeant

A newly promoted sergeant will be placed on one (1) year probation from the date of his/her appointment at a regularly scheduled Township Trustees meeting. Should the officer not work out at the position of Sergeant prior to the expiration of the probationary period, the officer would return to his former rank.

ARTICLE 27 - PENSIONS:

Section 1: The Employer shall continue in full force and effect the pension program through the Public Employees Retirement System of Ohio.

Section 2: The Employer agrees to fully pick-up, assume and pay the employee contribution to the Public Employees Retirement System of Ohio. The amount paid by the Township on behalf of the Employee as the full portion of his statutory obligation, is intended to be and shall be considered as having been paid by the Employee in fulfillment of his statutory obligation.

ARTICLE 28 - EDUCATIONAL COMPENSATION:

Section 1: An annual educational payment will be paid by rolling the payment in the base rate each year for employees who have earned degrees in Criminal Justice or a police related field from an accredited college or university. Payment will be made as follows:

Associate's Degree	\$.15/hr
Bachelor's Degree	\$.24/hr
Master's Degree	\$.36/hr
PHD or JD Degree	\$.48/hr

*Proof of degree attainment must be provided prior to payment.

ARTICLE 29 - LAYOFF AND RECALL:

Section 1: When a layoff is necessary due to lack of funds or lack of work, the employer shall notify the affected employees in writing at least fourteen (14) days in advance of the effective day of layoff. The employer, upon request from the OPBA, agrees to discuss, with representatives of the OPBA, the impact of the layoff on bargaining unit employees.

Section 2: Employees shall be laid off in accordance with their departmental seniority.

Section 3: Employees who are laid off shall be placed on a recall list for a period of thirty-six (36) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Section 4: Notice of recall shall be sent to the employee(s) by registered mail, with a copy to the OPBA. The employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address of the employee.

Section 5: The recalled employee shall have ten (10) calendar days following the date of the receipt of the recall notice, to notify the employer of the employee's intent to return to work.

Section 6: In the event of a layoff, the first to be laid off are contractors performing bargaining unit work; second, part-time commissioned personnel; third, full-time commissioned personnel.

ARTICLE 30 - MISCELLANEOUS:

Section 1: Township will immediately provide, to employees, on a mandatory basis at the employer's expense, Hepatitis B, tetanus and other applicable vaccines and/or shots to Level I exposures.

Section 2: Employees will be immediately compensated by the Township for lost, stolen, and damaged personal and department property and/or equipment in the line of duty.

Section 3: An updated monthly recap sheet (vacation time, compensatory time, sick leave, and etc.) shall be posted within six (6) weeks. This will be posted on a mutually agreed upon bulletin board.

Section 4: The Infectious Disease Prevention and Control Policy of the Howland Township Fire Department, "revised 1/88", except Items 1 through 5 shall be applied to the employees covered by this Agreement.

Section 5: The Township will establish a "Critical Incident Stress Debriefing" Team (CISD) and appropriate protocol based on accepted federal and local programs designed to address six (6) circumstances that are defined as "Critical" incidents requiring "Stress Management".

1. Serious injury, death or suicide to a co-worker.
2. Shootings, whether anyone was hit or not.
3. Any serious threat to an officer's life or the life of a co-worker.

4. Any catastrophic event or a major disaster.
5. A line of duty death.
6. Any other situation deemed critical by the Chief of Police after consultation with the "CISD" Team and the O.P.B.A. Director.
7. Critical incidents will be handled in accordance with the Howland Police Department "Critical Incident Stress Debriefing/Stress Management Protocol".

Section 6: Employees who retire pursuant to the pension system with fifteen (15) years of service with Howland Police Department shall be entitled to purchase their side arm (weapon) for the amount of One Dollar (\$1.00) at their time of severance.

ARTICLE 31 - COMPENSATION:

Section 1: Effective January 1, 2007, employees shall be compensated as follows:

Positions:

Patrolmen	\$20.34
Sergeants	\$23.59

Section 2: Effective January 1, 2008 employees shall be compensated as follows:

Positions:

Patrolmen	\$20.95
Sergeants	\$24.30

Section 3: Effective January 1, 2009 employees shall be compensated as follows:

Positions:

Patrolmen	\$21.58
Sergeants	\$25.03

Section 4: New hires will start at 85% of the patrolman's current hourly rate. At completion of training (minimum of 2 months), the new hire will receive 90% of patrolman's current hourly rate upon completion of a successful review by the Police Chief and at 12 months will receive 100% of patrolman's current hourly rate

If a new hire has a minimum of five (5) years continuous full-time experience with another police department, the employer may start the new hire at 100% of current wage scale at time of hire.

Section 5: Certified Field Training Officers - Upon successful completion of an approved and designated certified field-training program, field-training officers will receive one dollar (\$1.00) of additional compensation per hour while performing field training duties with newly hired police officers. Field Training Officers will only be compensated while performing actual scheduled field training. Field Training Officers will not receive additional compensation during court appearances, in servicing training, preparation periods or during periods in absence of a newly hired police officer. The Police Chief will have the right to select, have trained, and remove officers from the Field Training Program.

ARTICLE 32 - SHIFT DIFFERENTIAL:

Section 1: Upon the effective date of this Agreement, employees required to work the afternoon (1500 to 2300 hours) or the midnight (2300 to 0700 hours) shifts will be compensated in addition to their regular pay at the rate of forty-cents (\$.40) per hour for afternoon and fifty-cents (\$.50) per hour for the midnight shift. Any employee who works part of the afternoon or midnight shift will be compensated at the appropriate differential rate for all hours worked during the afternoon or midnight shifts in addition to their regular pay.

ARTICLE 33 - PROBATIONARY PERIOD:

A person newly hired for employment in the Police Department shall serve a probationary period of one (1) year which time he serves at the pleasure of the Township. He may be terminated at any time during his probationary period and have no appeal rights.

ARTICLE 34 - STRIKE OR LOCKOUT PROHIBITED:

The Union acknowledges that the employees are barred from striking under the provisions of ORC Chapter 4117; and in the event of an impasse in the collective bargaining process, the parties acknowledge that they may mutually agree to an alternative dispute settlement procedure or shall be subject to conciliation under ORC 4117.14 as a final settlement procedure. The Township acknowledges that a "lockout" is prohibited by ORC 4117.11 (A)(7).

ARTICLE 35 - EMPLOYEE RIGHTS:

Section 1: An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

Section 2: Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

Section 3: Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

Section 4: An employee will be informed of the nature of any investigation of himself prior to any questions being asked of him. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 5: In the course of an internal affairs investigation, a polygraph examination and/or truth detecting device will be administered only with the consent of the employee under investigation.

ARTICLE 36 - RESIDENCY:

Employees of Howland Township Police Department must live in Trumbull or Mahoning Counties. All officers residing in Howland Township will be allowed to drive their cruisers to and from work.

No person living outside Howland Township will be permitted to drive their cruiser to and from work (no one is grandfathered).

ARTICLE 37 - GENDER AND PLURAL:

Section 1: Whenever the context so requires, the use of the 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 genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 38 - MATERNITY LEAVE:

A. An employee shall be entitled to a leave of absence for maternity purposes.

Employee shall be afforded alternative and/or light-duty in accordance with the employee's doctor's instructions and restrictions.

B. Application for such leave shall be made at least four (4) months prior to the anticipated delivery date, as indicated by the employee's certified physician. Such application shall include the departure and return to work dates, and the duration of such leave shall not exceed six (6) months.

C. For the duration of any such leave as outlined herein, affected employees may elect to utilize either:

1. their accrued but unused sick time; or
2. their accrued but unused vacation leave; or
3. leave of absence without pay.

D. Employees may be granted an additional unpaid maternity leave of absence, not to exceed six (6) months, provided any such request is made to the Employer in writing at least fourteen (14) calendar days prior to the expiration of any maternity leave granted under the provisions of this Article.

E. An employee returning to work from any maternity leave which may be granted under this Article shall present to the Employer a certificate from her physician stating that she is able to return to work.

- F. Employees returning to work after any such maternity leave shall be returned to their former positions provided the former position exists.

- G. Employees granted maternity leave under the terms of this Article who decide to return to work prior to the stated expiration date of any such leave shall give the Employer fourteen (14) days advance notice of their return to work.

ARTICLE 39 - ACTING SUPERVISOR:

Section 1: During each shift of the Patrol Division, there shall be an officer-in-charge. The officer-in-charge for a shift shall be the most senior officer scheduled to work the shift, provided there are no officers above the rank of patrolman scheduled for such shift and provided there are two or more officers on duty for such shift. The patrolman designated as the officer-in-charge shall receive, as additional pay, a one dollar (\$1.00) per hour differential.

ARTICLE 40 - MILITARY ENCAMPMENT LEAVE

All full-time employees shall be granted a leave of absence for military duty in accordance with State and Federal Law. Specifically, both the "Uniformed Services Employment and Re-Employment Rights Act" 38 U.S.C. Section 4301, et. seq. and Ohio Revised Code §5923.05 et seq shall guide the requirements for military leave.

ARTICLE 41 - DRUG FREE WORKPLACE:

SECTION 1 - DEFINITIONS

For the purpose of interpreting any Township policy, procedure or guideline pertaining to substance use or abuse, the following definitions shall apply.

A. Alcohol

Alcohol or any beverage containing more than one-half of one percent of alcohol by volume that is capable of use for beverage purposes, either alone or when diluted.

B. Drug

A controlled substance as defined by Chapter 3719 of the Ohio Revised Code, entitled "Controlled Substances" or Section 202, Schedules I through V, of the Federal Controlled Substance Act, including but not limited to marijuana, hashish, "crack", cocaine, heroin, morphine, codeine, opiates, amphetamines, "ice", barbiturates and hallucinogens.

C. Reasonable Suspicion

A conclusion by trained personnel, based on personal observation of specific objective facts, circumstances, physical evidence, physical signs, symptoms or a pattern of performance or behavior, and documented in writing at or near the time of observation, that an employee is exhibiting aberrant or unusual on-duty behavior of a type that is symptomatic of intoxication or impairment caused by any drug or alcohol and is not reasonably explained as a result of other causes, such as fatigue, side effects of properly used prescription or over the counter medication for an

existing condition, reaction to fumes, smoke or other job-related causes or factors.

Reports of drug or alcohol use or abuse or abnormal behavior that are not confirmed in writing by a trained Supervisor will not constitute reasonable suspicion. Anonymous reports shall not constitute grounds for search or testing. Instinct or intuition shall not constitute reasonable suspicion.

D. Drug Testing

Collection of urine specimen by trained personnel and a laboratory analysis of that specimen by Enzyme Immunoassay (EMIT) screening and confirmatory testing using the Gas Chromatograph/Mass Spectrometry (GC/MS) methods and procedures, or the most current and appropriate technology. No other testing procedures or methods may be utilized, unless mandated by federal regulations or permitted by the terms of the written collective bargaining agreement applicable to the employee to be tested.

E. Medical Review Officer ("MRO")

A licensed doctor with appropriate credentials who interprets the laboratory results of drug tests and reports positive results to the Township after verifying that there are no valid medical explanations for the positive results.

F. Breath Alcohol Technician ("BAT")

An individual trained in the operation of the Evidential Breath Testing ("EBT") device used to conduct alcohol testing and who is responsible for collecting breath samples for alcohol testing.

G. Substance Abuse Professional ("SAP")

Appropriately credentialed individual who may evaluate an employee's situation, prescribe an appropriate treatment program, if necessary, and schedule unannounced follow-up testing once the employee has returned to duty.

H. Random Testing

Drug testing based on an objective and non-discretionary computer program owned and operated by an outside contractor and which occurs fifty percent (50%) of the total work force each year with an equal probability of selection each time testing occurs.

I. Alcohol Testing

The use of a breath alcohol monitoring machine, including but not limited to the EBT machine.

J. Accident

An unplanned, unexpected or unintended event which occurs on the Township's property or at any location where the Township does business during the conduct of Township business, or during working hours, or which involves motor vehicles or other equipment supplied by the Township or used in conducting Township business or within the scope of employment, and which results in any of the following:

1. The death of any person;
2. Bodily injury requiring medical attention at any hospital or medical facility or by any health professional.
3. Disabling vehicular damage or damage to a vehicle which requires it to be towed

from the scene with damage in apparent excess of One Thousand Dollars (\$1,000);
or

4. Non-vehicular damage in apparent excess of One-Thousand Dollars
(\$1,000).

K. Refusal

Declining a request to submit to drug/alcohol testing. Refusal to be tested is considered a positive test result.

SECTION 2 - DRUG FREE WORKPLACE

It is the policy of Howland Township to maintain a workplace that is free from the effects of drug and alcohol abuse.

A. Designation as Drug Free Workplace

Any and all locations at which Howland Township business is conducted are hereby declared to be "drug free workplace".

B. Purpose

Illegal drugs and alcohol in the workplace are a danger to us all. They impair health, safety and welfare, promote crime, lower productivity and quality of work and undermine the public confidence in the work we perform as public servants. Therefore, Howland Township and its employees shall not tolerate the illegal use or illegal presence of drugs or alcohol in the workplace.

C. Acceptance of Employment as Agreement

For the reasons set forth herein and in an effort to protect the public health, safety and welfare and uphold public confidence in the work performed by Howland Township and its employees, by accepting employment with Howland Township, employees agree to refrain from conduct in violation of this Section and further agree to drug and alcohol testing in accordance with this Section. All employees shall sign a Certificate of Receipt acknowledging and certifying that they have read and agree with the Township's policies and procedures for a "drug free workplace".

D. Prohibition Against Use

Employees are strictly prohibited from the illegal use, sale, dispensing, distribution, possession or manufacture of illegal drugs, controlled substances, narcotics or alcoholic beverages at their work site and at any location where Township business is conducted.

Reporting to work under the influence of alcohol, illegal drugs, prescription drugs that have been used improperly or have not been prescribed by a physician for the employee or with any residual effect from such substances also is strictly prohibited.

All employees are strictly prohibited from consuming alcohol while on duty and at anytime while the employee is upon Township's premises. Reporting to work while under the influence of alcohol, with any residual effects of alcohol consumption (e.g., impaired judgment, sickness, impaired reflexes, etc.), or where there is any evidence of alcohol consumption (e.g., odor on the breath), is prohibited. All employees are prohibited from consuming alcohol during their lunch break, meal period, rest break and while off duty when in uniform or wearing any apparel that distinguishes them as Township employees.

E. Inspection of Township Property

Any building, facility, structure, vehicle, container, property and content thereof which is owned or leased by the Township is subject to unannounced search and surveillance at any and all times by appropriate Supervisory personnel. However, unannounced inspection of employee lockers shall be based on reasonable suspicion.

F. Search and Surveillance of Employees

Township employees, their vehicles and possessions are subject to surveillance at all times while on Township premises or work sites or while conducting Township business. Township employees, their vehicles and possessions are subject to search while on Township premises or work sites or while conducting Township businesses when reasonable suspicion exists.

G. Discipline for Violations

Employees will be subject to disciplinary action, up to and including termination, for violation of this policy. Violation includes, but is not limited to, the following conduct committed while on duty, at any time while on the Township's premises or at any location where the Township does business, while operating vehicles or equipment owned or leased by the Township or while in uniform or wearing any apparel that distinguishes them as employees of Howland Township:

1. Possessing alcoholic beverages, substances or narcotics that are illegal or controlled under federal, state or local law;
2. Actually consuming or ingesting alcohol or a drug;
3. Being under the influence of any such substance;

4. Dispensing, distributing or illegally manufacturing or selling such substances;
5. Conviction for any felony, a legal element of which requires proof of possession, sale, use or distribution of a substance, drug or narcotic that is illegal or controlled under federal, state or local law.

The actual consumption or ingestion of alcohol, substances or narcotics that are illegal or controlled under federal, state or local law by an employee while on duty, at any time while on the Township's property or at any location where the Township does business, while operating vehicles or equipment owned or leased by the Township or while in uniform or wearing any apparel that distinguishes them as employees of Howland Township shall constitute cause for discipline, including termination, irrespective of whether the Township elects to test the employee in accordance with the procedures outlined in this Section.

Conviction for any felony, a legal element of which requires proof of possession, sale, use or distribution of a substance, drug or narcotic that is illegal or controlled under federal, state or local law, shall constitute cause for discharge at any time during the course of employment.

H. Drug Free Workplace Program Administrator

The Howland Township Administrator shall be designated as the anti-drug program manager and confidant. The Township's Administrative Assistant is the Township's alternate anti-drug program manager and confidant. The Administrator and/or alternate shall be responsible for responding to employee questions and concerns about the program.

SECTION 3 - GENERAL TESTING PROCEDURES

Except where otherwise noted, the following general procedures and guidelines apply to the following types of drug and alcohol testing: pre-employment testing; random testing; reasonable suspicion testing; post-accident testing, return to duty testing and follow-up testing.

A. Urine Specimen Collection and Testing

1. Urine specimens shall be collected following DHHS/NIDA certified protocols or at an accredited medical facility when necessary after an accident.
2. One (1) specimen shall be collected at the testing facility in an appropriate specimen container in the manner prescribed by the testing facility.
3. All specimen containers, vials or bags used to transport samples shall be sealed with evidence tape and labeled in the presence of the employee.

4. Testing shall be done by a DHHS/NIDA laboratory certified as a medical and forensic laboratory which complies with the scientific and technical guidelines for federal drug testing programs and standards for urine drug testing for federal agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the US Department of Health and Human Services.
5. Federal standards shall be used to determine what levels of detected substances shall be considered positive results.
6. ***Urinalysis 9-Panel Drug Test***

Urine samples will be screened for the following substances:

amphetamines	barbiturates
benzodiazepines (e.g. Valium, Librium)	cannabinoids (THC)
Cocaine (crack)	methadone
opiates	phencyclidine (PCP)
propoxyphene (Darvon)	

7. ***Employee request for a second test***

If the first test yields a positive result, the employee may request to have the sample tested separately at an approved DHHS laboratory selected by the employee. A request for a second test must be made, in writing, within 72 hours of the time the employee is notified of the positive result of the first test. Requests for second tests shall be submitted to the Township Administrator. The results of the second test shall be reviewed by the MRO before being released to the Township or the employee.

B. Alcohol Testing - Breath or Saliva Screens

1. Alcohol testing has been approved by the National Highway Traffic Safety Administration (NHTSA) and shall be performed in accordance with the Omnibus Transportation Employee's Testing Act of 1991, as amended.
2. If initial screening yields a .02% BAC (Blood Alcohol Concentration), Evidentiary Breath Testing (EBT) must be performed by a qualified Breath Alcohol Technician (BAT).
3. The Department Head, Supervisor on duty, anti-drug program manager or alternate anti-drug program manager shall arrange transportation to the testing site, preferably by a neutral party.
4. Breath alcohol test shall be considered "negative" if, using the EBT device, the test yields a result of less than .02 BAC.
5. If an employee's BAC is determined to be between .02% and .039% by testing with the EBT device, the employee shall not be permitted to operate any Township vehicle or equipment for twenty-four (24) hours from the time the test was taken.
6. Breath alcohol test shall be considered "positive" if, using the EBT device, the test yields a result of .04% or greater.

C. Records of Testing

All test results and related documentation, including documentation related to SAP valuations, rehabilitation, counseling and other treatment, shall be treated as confidential

medical records. Such records shall be maintained by the Township Administrator in confidential files separate from personnel files. Positive test results shall be retained for five (5) years. Negative test results shall be retained for a least one (1) year. The Township also shall retain written requests for confirmatory testing for five (5) years.

D. Results

1. Notification

a. Notification to the Township

Results of testing shall be reported to the Township by the MRO, verbally and/or in writing, only after employees who test positive have been given actual verbal or written notice of their positive results.

b. Negative Results

The Township or the MRO shall notify tested employees of their negative test results, in writing.

c. Positive Results

The MRO shall notify employees of positive test results. Initial notification may be verbal. However, the employee also shall receive a copy of the laboratory report for the specimen sample which tested positive.

d. Disclosure of Test Results

Unauthorized disclosure of drug/alcohol test results to persons other than the Township Administrator, employee tested, Township Trustees or persons involved in the testing process, rehabilitation, treatment, counseling, disciplinary procedure or grievance procedure may result in disciplinary action, including but not limited to discharge.

2. Confirmatory Testing (Second Test)

Within seventy-two (72) hours of the time when the employee receives notices of a positive result of the first test, the employee must request that the split sample be forwarded by the first laboratory to another independent and unrelated DHHS approved laboratory. Failure of the employee to request a second test shall not be used against the employee as a basis for discipline or in any grievance, arbitration or legal proceedings.

E. Consequences of Positive Result

Consequences of and corrective action for positive testing may vary, depending on the purpose for which the testing was conducted and other factors. However, the following procedures generally apply when an employee (as opposed to an applicant for employment) tests positive.

1. Release Form

Any employee who tests positive must execute a Release of Medical Information Form authorizing the release of the employee's health information to the Township.

2. Referral to SAP

An employee who tests positive may be referred to a SAP, who shall make an appropriate assessment and recommendations for counseling and treatment, if necessary. The SAP shall notify the Township, in writing, of the outcome of the SAP's assessment and the SAP's recommendations. The employee shall comply with all recommendations for counseling and treatment, at the employee's cost, except to the extent that costs of treatment may be covered by the Township's health insurance program. The SAP shall notify the Township of the employee's progress in completing the recommended counseling and/or treatment plan. The employee shall not be considered for return to work until all recommended counseling and treatment is completed and the Township receives written verification from the SAP or other health care provider who provided the recommended counseling and/or treatment to the employee that the employee has completed the recommended counseling and treatment and is fit to return to full duty.

3. Corrective Action

- a. First Offense (No Accident) The first time an employee tests positive for drugs or alcohol (except in post-accident situations), an employee may be given an opportunity to participate in and successfully complete a rehabilitation or treatment program recommended by the SAP. In such cases, failure to participate in and complete the program shall result in discipline up to and including discharge. See Referral to SAP, Paragraph E, Item 2, above.

- b. Post-Accident Positives and Repeat Offenses.

Employees who test positive in post-accident situations and employees who test positive on more than one occasion are subject to immediate.

c. Under the Influence on Duty

If the results of the testing show that, while on duty, the employee was under the influence or effects of, or inhaled, consumed, injected or ingested, alcohol, marijuana, cocaine, PCP, non-prescribed amphetamines, improperly taken prescription medications, medications that were not prescribed for the employee or any other substance, appropriate disciplinary action may be taken, up to and including termination.

d. Retesting Before Return to Work

Employees who complete all treatment recommended by the SAP and who are permitted to return to work will be required to be retested with negative results before returning to work. The employee must provide proof of the negative retest to the Township Administrator prior to returning to work. For the purposes of retesting before return to work, any BAC of .02% or greater shall be considered a positive result precluding any employee's return to work.

e. Unannounced Testing Upon Return to Work

Employees who are permitted to return to work shall be subject to unannounced drug and/or alcohol testing not less than six (6) times in the first twelve (12) months following the employee's return to duty based on the recommendation of the SAP, the Township may continue unannounced follow-up testing for any period of time not exceed two (2) years.

f. **Limitation of Liability for Cost of Treatment**

Employees are solely liable for the costs of all drug/alcohol treatment that are not

covered by the Township's health insurance benefits.

SECTION 4 - RANDOM TESTING

A. Authorization

Employees selected for random drug testing shall execute a Release of Medical Information Form authorizing their test results and related information to be released to the Township.

B. Frequency and Timing

Random drug testing will be conducted once a year during employee's normal duty hours. If the testing facility is not open during employee's normal duty hours and non-exempt employees are required to stay over their scheduled shift for testing, they will be reimbursed at the appropriate rate of pay.

C. Method of Selection

Fifty percent (50%) of the total work force shall be randomly selected based on an objective and non-discretionary computer program operated and maintained by an outside contractor. Each employee shall have an equal probability of being randomly selected for testing each time testing occurs.

SECTION 5 - POST-ACCIDENT TESTING

Employees involved in any accident shall, as soon as practicable, be tested for drugs and alcohol. Testing involved in any accident shall not consume or ingest any alcohol or drugs until testing has been completed, except to the extent deemed medically necessary by a

health care provider.

A. Alcohol Testing

An alcohol test should be administered within two (2) hours following an accident, unless medically impossible. The Township shall not test for alcohol after eight (8) hours of the time when the accident occurred. Failure to submit to alcohol testing within eight (8) hours of the accident shall be deemed a "refusal", unless alcohol testing within eight (8) hours would be medically impossible.

B. Drug Testing

A urine sample for post-accident drug testing shall be collected as soon as possible after the accident. A urine sample shall not be collected for drug testing after thirty-two (32) hours following the time when the accident occurred. Failure to submit for urine sample collection for drug testing within eight (8) hours following the accident shall be deemed a "refusal" unless collection of a urine sample within eight (8) hours would be medically impossible.

C. Testing Upon Notification of Worker's Compensation Claim

Employees who seek medical attention and file a claim with the Bureau of Worker's Compensation following an accident shall be required to submit to drug and/or alcohol testing immediately upon the Township's notification of the injury.

D. Implementation Procedures

1. Notification of Township of Accident/Injury

Any employee involved in an accident shall notify the employee's Department Head at the first available opportunity after the accident.

2. Reporting for Testing

Upon receiving notification of an accident, the Department Head will advise the employee to report to an appropriate collection site in order to provide the appropriate samples. In the event that a law enforcement official is on the scene of the accident and requests the employee to undergo urine and/or breath tests, the employee shall comply with such request(s) and thereafter need not report for additional testing, unless requested by the Township within the time frames outlined in this policy for alcohol and drug testing.

3. Employees Medically Unable to Report for Testing

In the event that an employee is seriously injured and medically unable to provide the necessary samples, the employee shall authorize the health care provider to conduct such examinations and testing as necessary to determine the presence of any controlled substance or alcohol in the employee's system and to release to Howland Township any and all records pertaining to such examinations and testing. At the earliest opportunity, the employee's Department Head shall notify the hospital, medical facility or health care provider of the necessity for testing and arrange for post-accident testing.

4. Acknowledgment of Testing and Verification of Chain of Custody

Prior to testing, employees shall be required to sign a form acknowledging the testing and verifying chain-of-custody. Failure to sign the acknowledgment or verification shall be considered a refusal and will subject the employee to removal from service and will result in disciplinary action, including but not limited to a charge of insubordination and possible termination.

E. Refusal to Submit to Testing

If an employee fails or refused to submit to post-accident drug or alcohol testing the employee will be subject to immediate removal from service and disciplinary action, including but not limited to a charge of insubordination and termination.

F. Accident Report

The Township shall complete an Incident Report for every accident and shall indicate on the form whether drug and/or alcohol testing is or is not required. The Incident Report shall be maintained in the office of the Township Administrator.

SECTION 6 - REASONABLE SUSPICION TESTING

Reasonable suspicion testing shall be required when a trained Supervisor has reasonable suspicion to believe that an employee is under the influence of a prohibited substance.

A. Recognized Indicators of Substance Use/Abuse

The following behaviors are recognized indicators of substance use or abuse, and alone or in conjunction with other factors, may be considered by a Supervisor in determining whether reasonable suspicion exists. This list is not exhaustive and shall not be used by Township employees or officials to diagnose substance abuse problems. Such diagnoses can be made only by appropriately credentialed health care providers.

1. Repeated tardiness, especially after an absence or day off;
2. Change in safety record, including but not limited to more accidents, incidents, mishaps or near accidents, more safety violations, etc;
3. Citations or warnings for speeding, reckless operation or other traffic violations;

4. Driving under the influence;
5. Abrupt mood swings, unexplained, inconsistent fluctuations in mood or energy over the course of the day;
6. Missing appointments, meetings, deadlines, etc;
7. Increased tardiness, excessive or increased use of leave time, pattern use of leave time, someone other than the employee calling to report absences or late arrivals;
8. Taking long or frequent breaks or meal periods, particularly if there is a noticeable change in mood and/or energy level upon returning to work;
9. Disappearing at times throughout the day, being unable or unwilling to account for whereabouts or missed time;
10. Becoming isolated from other workers;
11. Changes in relationships with co-workers or others;
12. Difficulty getting along with co-workers or others.

B. Procedure Upon Determination That Reasonable Suspicion Exists

A Supervisor who has determined that reasonable suspicion exists that an employee is using drugs and/or alcohol shall:

1. Prohibit the employee from working or continuing to work;

2. Advise the employee of the required testing and that refusal to be tested is considered a positive test and that the employee may not return to work until the employee takes and passes a test;
3. Make arrangements for the employee to be transported by a neutral party to the designated medical facility selected by the Township for testing and for the employee to be transported to the employee's residence or a place selected by a relative or friend of the employee upon completion of testing;
4. Immediately notify the Township Administrator or, if the Township Administrator is not available, a Trustee; and
5. Prepare appropriate documentation.

C. Refusal to Submit to Testing

If an employee fails or refused to submit to reasonable suspicion drug or alcohol testing, the employee will be subject to immediate removal from service and corrective action, including but not limited to a charge of insubordination and termination.

SECTION 7 - TESTING OF PROSPECTIVE EMPLOYEES

It is the policy of Howland Township to test for drugs of all applicants to whom a conditional offer of employment has been extended.

A. Condition of Employment

The Township shall notify all applicants for employment that passing a

urinalysis 9-Panel drug test is a condition for employment. A copy of the written notice to applicants is attached hereto in the Appendix.

B. Review of Prior Drug/Alcohol Records

The Township shall review drug/alcohol records of all applicants to whom a conditional offer of employment has been extended. When a conditional offer of employment is extended, the Township shall:

1. Request written consent from the applicant to review drug test information maintained by the applicant's former employers. If the applicant withholds such consent, the conditional offer of employment will be withdrawn automatically.

2. Contact the prior employers of the candidate and review drug test results and related information, including but not limited to medical, psychological and other records related to prior treatment for substance use or abuse, from the two (2) years preceding the date on which the applicant completed the application for employment with Howland Township.

3. If the records demonstrate a positive test result within two (2) years prior to the date which the applicant completed the application for employment with Howland Township, the conditional offer of employment may be withdrawn.

C. Referral to Testing

When a conditional offer of employment has been extended to an applicant, the

Township shall refer the applicant to the designated medical facility identified by the Township for testing.

D. Positive Result

In the event that the applicant's drug test yields a positive result, the conditional offer of employment will be withdrawn automatically.

E. Negative Result

The Township will hire an applicant to whom a conditional offer of employment has been extended only after the Township Administrator receives written confirmation from the MRO that the applicant's drug test was negative for all nine (9) substances tested with the urinalysis 9-Panel test.

F. Retention of Records

Records will be retained for one (1) year on all applicants who pass a pre-employment drug test. Records will be retained for five (5) years on all applicants who do not pass a pre-employment drug test.

SECTION 8 - VOLUNTARY TREATMENT

Howland Township encourages all employees who have drug and/or alcohol problems to seek treatment.

A. Voluntary Entrance Into Treatment Program

Employees may enter into voluntary drug and/or alcohol treatment at any time during the course of their employment with the Township.

B. Use of Leave Time

An employee may request to use vacation, paid sick leave and medical leave of absence time to cover absences for voluntary participation in in-patient, medically supervised drug/alcohol rehabilitation facilities.

SECTION 9 - EDUCATION & TRAINING

It is the policy of Howland Township to provide drug and alcohol education to all Township employees.

A. Supervisor Training

Supervisors shall receive annual training to:

1. Recognize the symptoms of drug/alcohol use, abuse, impairment and intoxication and to determine if reasonable suspicion exists;
2. Effectively and appropriately intervene in instances where reasonable suspicion exists;
3. Identify the basic categories of drugs and their effects;
4. Understand the methods of the Township's drug and alcohol testing procedures;
5. Effectively and appropriately document reasonable suspicion cases;

and

6. Implement corrective action appropriately.

New Supervisors shall be trained within ninety (90) days of being promoted.

B. Employee Education

All Township employees shall receive annual education on the following subjects:

1. The Township's Drug Free Workplace Policies and Procedures and the assistance available to employees;
2. Identification of the basic categories of drugs and their effects; and
3. The Township's Drug and Alcohol Testing Procedures.

ARTICLE 42 - TERM OF AGREEMENT:

This Agreement shall be effective July 31, 2011 and terminate June 30, 2014. Either party may request to open negotiations sixty (60) days prior to the expiration date of this Agreement.

ARTICLE 43 - COMPLETE AGREEMENT:

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any issues relevant to their employer/employee relationship, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set-forth in this Agreement. This Agreement concludes all collective bargaining between the parties during the term hereof and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior agreements, oral and written, express or implied, or practices between Howland Township and the Howland Township Police Department employees, or their representatives, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 22 day of June, 20 11

UNION:

TOWNSHIP:

OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION:

HOWLAND TOWNSHIP:

[Signature]

[Signature]

[Signature]

Trustee
[Signature]

Trustee
[Signature]

Trustee
[Signature]

Administrator
[Signature]

BOARD OF TRUSTEES

Rick G. Clark
Matthew G. Vansuch
Sally B. Wehmer

Fiscal Officer
Robert M. Costello

Financial Office
Vivian McDowell

Administrative Offices
TEL (330) 856-2340
FAX (330) 856-3278



ADMINISTRATOR

Darlene M. St. George

Fire Chief

George D. Brown (330) 856-5022

Police Chief

Paul S. Monroe (330) 856-5555

Public Works Director

David L. McCann (330) 856-4037

Planning & Zoning Director

Kim Mascarella (330) 856-5223

August 2, 2011

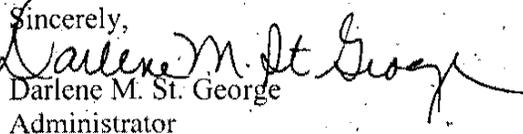
State Employment Relations Board
65 East State Street – 12th Floor
Columbus, OH 43215-4213

RE: Howland Township, Trumbull County, Ohio

Please find enclosed our union contracts for the period July 1, 2011 to June 30, 2014.

If you need any additional information or have any questions, please do not hesitate to contact this office.

Sincerely,


Darlene M. St. George
Administrator

Enclosures - 3

2011 AUG - 4 P 2:36
STATE EMPLOYMENT
RELATIONS BOARD