



11-MED-08-1019
28527
2241-01
03/01/2012

NEGOTIATED AGREEMENT
BETWEEN THE
JACKSON TOWNSHIP BOARD OF TRUSTEES
AND THE
FRATERNAL ORDER OF POLICE
PATROL OFFICERS

Effective 01-01-2012 to 12-31-2014

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE AND INTENT	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - LABOR MANAGEMENT COMMITTEE	1
ARTICLE 4 - UNION SECURITY	2
ARTICLE 5 - DUES DEDUCTIONS	2
ARTICLE 6 - MANAGEMENT RIGHTS	3
ARTICLE 7 - DISCIPLINARY PROCEDURE.....	4
ARTICLE 8 - EMPLOYEE RIGHTS AND INVESTIGATIONS.....	6
ARTICLE 9 - NO STRIKE/NO LOCKOUT.....	7
ARTICLE 10 - ASSOCIATION REPRESENTATION.....	8
ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE.....	9
ARTICLE 12 - NON-DISCRIMINATION	12
ARTICLE 13 - GENDER	12
ARTICLE 14 - OBLIGATION TO NEGOTIATE.....	12
ARTICLE 15 - SEVERABILITY.....	13
ARTICLE 16 - OVERTIME.....	13
ARTICLE 17 - SCHEDULING	15
ARTICLE 18 - HOLIDAY PAY	15
ARTICLE 19 - VACATION PAY	16
ARTICLE 20 - SICK LEAVE.....	17
ARTICLE 21 - FUNERAL LEAVE.....	20
ARTICLE 22 - COMPENSATION.....	20
ARTICLE 23 - LONGEVITY PAY	21
ARTICLE 24 - INJURY LEAVE.....	21
ARTICLE 25 - JURY DUTY LEAVE	22
ARTICLE 26 -UNIFORM ALLOWANCE.....	22
ARTICLE 27 - PERSONAL DAYS.....	22
ARTICLE 28 - HEALTH INSURANCE	23
ARTICLE 29 - EDUCATIONAL AND OTHER PAYS	23
ARTICLE 30 - REIMBURSEMENT	24

ARTICLE 31 - TRADING DAYS 24

ARTICLE 32 - SENIORITY DEFINITION..... 24

ARTICLE 33 - LAYOFF PROCEDURES..... 25

ARTICLE 34 - FOP BULLETIN BOARD 25

ARTICLE 35 - MISCELLANEOUS 26

ARTICLE 36 - PROMOTIONS 26

ARTICLE 37 - FAMILY MEDICAL LEAVE..... 27

ARTICLE 38 - PROBATIONARY PERIOD..... 28

ARTICLE 39 - EXTRA-DUTY EMPLOYMENT OPPORTUNITIES 28

ARTICLE 40 – ANTI NEPOTISM 29

ARTICLE 41 - DURATION AND EFFECT OF AGREEMENT..... 29

APPENDIX A - SCHEDULE..... 31

APPENDIX B - HEALTH INSURANCE..... 33

ATTACHMENT 1 – GRIEVANCE FORM..... 35

ATTACHMENT 3 – MEDICAL STATEMENT 38

PROCEDURES FOR WORKPLACE DRUG TESTING..... 39

JACKSON TOWNSHIP POLICE DEPARTMENT PROMOTIONS 50

ARTICLE 1 - PURPOSE AND INTENT

Section 1. This Agreement is hereby entered into by and between the Board of Trustees of Jackson Township, Stark County, Ohio, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP."

Section 2. In an effort to continue harmonious and cooperative relationships with its Employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purpose, among others, the following:

- A. To recognize the legitimate interests of the Employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;
- B. To promote fair and reasonable working conditions;
- C. To promote individual efficiency and service to Jackson Township;
- D. To avoid interruption or interference with the efficient operation of the Employer's business; and
- E. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 2 - RECOGNITION

Section 1. The Employer hereby recognizes the FOP as the sole and exclusive representative for those Employees of the Police Department to include sworn officers employed full-time holding the classification of Patrol Officer. All positions and Classifications not specifically established as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 2. Notwithstanding the provisions of this Article, management, confidential, supervisory, part-time, temporary, auxiliary, and seasonal Employees shall not be included in the bargaining unit.

ARTICLE 3 - LABOR MANAGEMENT COMMITTEE

Section 1. A Labor Management Committee shall be established for the sole purpose of communicating matters of mutual concern within the Department. The Committee shall consist of three members from the FOP and the Police Chief, a Township Trustee, and one other member of the Management Team of the Employer and may meet on a quarterly basis at the request of either party at any

agreed upon site or it may meet more often if jointly determined. The Labor-Management Committee meetings shall be limited to the purpose of communication and not meetings for any other purpose including collective bargaining negotiation.

Section 2. The party requesting such a meeting shall furnish an agenda outlining the issues to be discussed to the other party at least five (5) working days in advance of the scheduled meeting. The agenda, if provided by the Union, shall include the names of the Associate and bargaining unit representatives who will be attending.

ARTICLE 4 - UNION SECURITY

- A. All current members of the bargaining unit who have completed their probationary period prescribed in this Agreement and all other members, current or new, upon completion of the probationary period shall at their option:
1. Maintain membership in the FOP;
 2. Become members of the FOP; or
 3. Pay a fair share service fee to the FOP in an amount not to exceed the normal dues and in accordance with Ohio Revised Code Section 4117.09.
- B. Fair share fees shall be deducted by the Employer in the same manner as dues deduction as provided in Article 5 of this Agreement.

ARTICLE 5 - DUES DEDUCTIONS

Section 1. The Employer agrees to deduct regular FOP membership dues, initiation fees, or assessments from the first pay in each calendar month of any Employee eligible for membership in the bargaining unit after receiving written authorization signed individually and voluntarily by the Employee. If an Employee has no pay due on that pay date, such amounts shall be deducted from the next pay. The signed payroll deduction form must be presented to the Employer by the Employee prior to the deduction of dues.

Section 2. The initiation fees, dues, or assessments so deducted shall be in the amounts established by the FOP from time to time in accordance with its Constitution and Bylaws. The FOP shall certify to the Employer the amounts due and owing from the Employees involved during January of each year. One (1) month advance notice must be given to the Township Fiscal Officer prior to making any changes in an individual's initiation fees, assessments, or dues deductions.

Section 3. A check in the amount of the total dues withheld from these Employees authorizing a dues deduction shall be tendered to the treasurer of the FOP within thirty (30) days from the date of making said deductions.

- Section 4.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of dues, initiation fees, or assessments, and the FOP hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any Employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.
- Section 5.** The Employer shall be relieved from making such individual “check-off” deductions upon: (a) termination of employment, or (b) transfer to a job other than the one covered by the bargaining unit, or (c) layoff from work, or (d) an approved unpaid leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.
- Section 6.** It is agreed that neither the Employees nor the FOP shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the union dues deduction will normally be made by deducting the proper amount.
- Section 7.** Each eligible Employee’s written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement unless the eligible Employee certifies in writing by certified mail to the Employer and the FOP that the dues check-off authorization has been revoked, at which point the dues deduction will cease effective the pay period following the pay period in which written dues deduction revocation was received by the Employer.
- Section 8.** All current members of the bargaining unit who have completed their probationary period prescribed in this Agreement and all others members, current or new, upon completion of the probationary period shall at their option:
- A. Maintain membership in the FOP;
 - B. Become members of the FOP; or
 - C. Pay a fair share service fee to the FOP in an amount not to exceed the normal dues and in accordance with Ohio Revised Code Section 4117.09.

ARTICLE 6 - MANAGEMENT RIGHTS

- Section 1.** The FOP shall recognize the right and authority of the Employer to administer the business of the Township and, in addition to other functions and responsibilities which are required by the law, the FOP shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Township to promulgate rules and regulations, and to otherwise exercise the prerogatives of management and, more particularly, including but not limited to the following:

- A. To manage and direct its Employees, including the right to select, hire, promote, transfer, assign, schedule, evaluate, layoff, recall, verbally reprimand or discipline, demote; discipline by written reprimand, suspension or discharge for just cause; and to maintain order among Employees;
- B. To manage and determine the location, type, and number of physical facilities, equipment, programs, the work to be performed;
- C. To determine the Township's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes;
- D. To promulgate and enforce work rules;
- E. To determine the size and composition of the work force and the Township's organizational structure including the right to relieve Employees from duty due to the lack of work or lack of funds;
- F. To determine the hours of work and work schedules;
- G. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- H. To maintain the security of records and other pertinent information;
- I. To determine and implement necessary actions in emergency situations.

Section 2. The FOP recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

ARTICLE 7 - DISCIPLINARY PROCEDURE

Section 1. The Employer may take corrective action against a non-Probationary employee in the bargaining unit for only just cause. Except in cases that involve major rule/regulation violations, progressive discipline will normally be applied as follows:

- A. Written warning;
- B. Written reprimand;
- C. Suspension Without pay. At the option of the employee and with the concurrence of the Employer, accrued vacation or personal leave may be

forfeited equal to the length of the suspension; the record of suspension will be maintained;

D. Reduction in pay;

E. Discharge.

Section 2. Whenever the Employer determines that a non-probationary employee may be disciplined for just cause that could result in suspension, reduction, or termination, a pre-disciplinary hearing will be scheduled to give the employee an opportunity to offer explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written specification of the charges. The pre-disciplinary hearing, if any, shall be held in private and shall be completed within thirty (30) calendar days from the date the written specification of charges are given to the employee. Any discipline that is administered following the hearing shall be issued within forty-five (45) calendar days from the date of Employer/designee's report, except where the employee is unavailable. In such case, the discipline shall be administered within fourteen (14) calendar days of the Employee's return.

The Chief or his designee will conduct the pre-disciplinary hearing. The employee may choose to:

1. Appear at the hearing to present oral or written statements in his/her behalf.
2. Appear at the hearing with an employee or non-employee representative of the FOP to present oral or written statements in his/her behalf.
3. Elect in writing to waive the opportunity to have a disciplinary hearing.

Failure to elect and pursue one of these options will be deemed a waiver of the employee's right to a disciplinary hearing.

During the hearing, the employee will be asked to respond to allegations of misconduct and may present evidence, testimony or witnesses in his/her behalf. The employee shall provide a list of witnesses, and the name and occupation of his representative, if any, to the Employer as far in advance as possible, but no later than twenty-four (24) hours prior to the hearing. It is the employee's responsibility to notify witnesses that he desires their attendance at the hearing.

The employee and or his representative will be permitted to examine and or cross-examine all witnesses. The Employer shall issue in writing his/her recommendations regarding the allegations against the employee and will provide the employee and employee representative with a copy.

Section 3. Disciplinary action may be appealed through the grievance and arbitration procedure. The employee must file appealable disciplinary actions at the

appropriate level of the grievance procedure within ten (10) calendar days from the receipt of the notice of discipline.

Section 4. Any employee under indictment or arrested may be placed on leave of absence without pay until resolution of the court proceedings. An employee may use accrued vacation or personal leave during the leave. While on this unpaid leave, an employee shall be permitted to continue his/her health care coverage by paying the premium payments set at the COBRA rate (a COBRA qualifying event).

Section 5. The provisions and procedures contained in this Article involving discipline decisions covered by this Article are in lieu of any statutory rights provided to the Employee under Ohio Revised Code Sections 505.49, 505.491 through 505.492, or otherwise provided by law.

ARTICLE 8 - EMPLOYEE RIGHTS AND INVESTIGATIONS

Section 1. An Employee has the right to the presence of an FOP representative at all disciplinary proceedings.

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 or participate will be the basis of such a charge.

Section 3. Questioning or interviewing of an Employee in the course of an internal investigation will be conducted at hours reasonably related to the Employee's shift, unless operational necessities require otherwise.

Section 4. When a criminal act is not involved, an Employee will be informed of the nature of any disciplinary investigation of himself prior to the interrogation.

Section 5. An Employee shall have the right to review his personnel file upon request and at times when the offices maintaining those records are normally open. The Employee may append clarifying statements to any document he considers to be prejudicial. Copies of all documents contained in an Employee's personnel file shall be provided upon request. Records of written reprimands which are more than eighteen (18) months old and records of suspensions that are more than thirty-six (36) months old shall, upon the written request of the Employee, and subject to the condition that there has been no occurrence of a similar type incident within the prescribed periods be removed from his or her personnel file and shall not be used for any subsequent disciplinary purposes.

Section 6. In the course of any civil internal affairs investigation, polygraph examinations may be administered only with the consent of the Employee.

- Section 7.** Any statement of charges filed against an Employee by another police department member shall be in writing, signed by the charging officer and a copy of the charges provided to the charged Employee within ten (10) days of filing.
- Section 8.** All Complaints by civilians must be in writing and signed by the complainant unless the complaint involves allegations that if true, would constitute a criminal charge or civil rights charge of any type. When the Township confronts an Employee with the charges resulting from its investigation, the Township will present the Employee with a copy of the signed complaint. Investigation of non-criminal and non-civil rights civilian complaints must start within 30 days of the citizen's signed Complaint. The Chief will schedule a predisciplinary hearing within 14 days of the completed investigation.
- Section 9.** All alleged charges that are subsequently dropped or determined to be unfounded shall be kept by the Employer in an investigation file. The Employer is prohibited from making any reference to unfounded charges in any future complaints or disciplinary actions.
- Section 10.** Pending charges and accompanying information, either under investigation or otherwise without disposition, shall not be placed in a personnel file. Records of disciplinary action shall be added to the Bargaining Unit Member's personnel file; however, if the disciplinary action is under appeal through the grievance procedure a cover sheet will be added to the record of discipline that the matter is under appeal.
- Section 11.** Administrative Reviews will be completed on all Use of Force, Resisting Arrest and Pursuits incidents, whether by foot or motor vehicle. If during the course of an Administrative Review, there is alleged criminal or departmental misconduct, the Administrative Review will be terminated and the appropriate criminal or internal investigative procedures will be initiated.

ARTICLE 9 - NO STRIKE/NO LOCKOUT

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the FOP recognize their mutual responsibility to provide for uninterrupted services to the citizens of Jackson Township. Therefore:

- Section 1.** The FOP agrees that it will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice stating FOP's authorized representatives who will deal with the Employer and make commitments for the FOP. When there is a change in the listed authorized representatives, the Employer will be notified in writing.
- Section 2.** The FOP further agrees that neither it, its officers, agents, representatives, or members of the bargaining unit will, directly or indirectly, authorize, sanction, instigate, cause, aid, finance, participate in or assist in any way any strike including, but not limited to, a concerted "sick leave," slowdown, walkout, work

stoppage, or any other interruption of operations or services of the Employer by its members during the life of this Agreement. The FOP shall undertake every reasonable means to notify all Employees that an unauthorized strike is unlawful and not sanctioned by the FOP, and the FOP shall undertake every reasonable means to induce such Employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above.

Section 3. It is specifically understood and agreed that the Employer, during the first twenty-four (24) hour period of such unauthorized work stoppage, shall have the whole and complete right of discipline, short of discharge, and such bargaining unit members shall not be entitled to or have any recourse to any other provision of this Agreement.

After the first twenty-four (24) hour period of such stoppage and, if such stoppage continues, the Employer shall have the sole and complete right to immediately discharge any bargaining unit member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work, and such bargaining unit members shall not be entitled to or have any recourse to any other provision of this Agreement.

Section 4. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the bargaining unit unless those members shall have violated Section 2 of this Article.

ARTICLE 10 - ASSOCIATION REPRESENTATION

Section 1. One Employee representative of the FOP shall be allowed reasonable time off to attend grievance meetings or hearings after the grievance has been filed pursuant to the Grievance Procedure and two Employee representatives to attend arbitration hearings required under the Grievance and Arbitration Procedure set forth in Article 11 of this Agreement during the Employee representative's normal work hours without loss of pay.

Section 2. Two (2) Employee members of the negotiating committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer if scheduled by mutual agreement during a member's regular working hours without loss of pay.

Section 3. Non-employee representatives of the FOP shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on duty bargaining unit member/employee, provided that the arrangement of the contract is not unduly disruptive of the employee's job responsibilities.

Section 4. Bargaining Unit members shall be permitted to attend FOP/OLC functions utilizing approved but unused leave time with proper notice.

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Purpose

The Grievance Procedure is a formal mechanism intended to ensure that Bargaining Unit Member grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation. The Parties agree that the terms and Conditions of this Agreement are binding on both the Employer and the FOP.

Section 2. Definitions

1. The term “grievance” shall mean an allegation by a Bargaining Unit Member that there has been a breach, misinterpretation, or improper application of the express written provisions of this Agreement.
2. For purposes of counting time under this procedure, a “day” as used in the procedure shall mean calendar day.
3. A “grievant” is a Bargaining Unit Member or group of Bargaining Unit Members within the bargaining unit of the FOP or the FOP itself.

Section 3. The following procedures shall apply to the administration of all grievances filed under this Article:

1. A grievance may be brought by any member of the bargaining unit or the FOP itself. Where a group of bargaining unit members desires to file a grievance involving a situation affecting each member in the same manner, one member selected by each group shall process the grievance.
2. Any Bargaining Unit Member or the FOP may withdraw his grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements of any step to lapse without further appeal.
3. All grievances must be filed on the Grievance Procedure Form attached hereto as Attachment 1 and contain the following information to be considered:
 - (a) Aggrieved Bargaining Unit Member’s names, address, and signature.
 - (b) Aggrieved Bargaining Unit Member’s classification.

- (c) Date grievance was first discussed with the Supervisor.
 - (d) Date when grievant first became aware of grievance.
 - (e) Person or persons to whom grievance is directed.
 - (f) Description of incident giving rise to the grievance.
 - (g) Articles and Sections of Agreement violated.
4. All grievances must be processed at the proper step in the order of progression to be considered at the subsequent step. Salary (specifically money and overtime issues), insurance and all disciplinary grievances must be appealed directly to Step 2 of the grievance procedure within ten (10) calendar days of the occurrence of the facts giving rise to the grievance. All other grievances must be filed directly at Step 1 as provided herein.
 5. All decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the grievant and the FOP Associate.
 6. A grievant may be represented at Steps 1 and 2 of the Grievance Procedure by one person and by two persons at Steps 3 of the Grievance Procedure. Said person(s) can be either a representative of the FOP or another member of the bargaining unit.
 7. The FOP has the right to decide whether to arbitrate any grievance.
 8. As this Agreement provides for final and binding arbitration, all Bargaining Unit Members are confined solely to the provisions contained in this Article as their sole and exclusive remedy for all matters that are the subject of the Grievance Procedure contained in this Article and shall have no other remedy, either at law, equity, or otherwise for matters that are the subjects of this Article.
 9. Where any grievance is not filed initially or appealed within the specified time limits, the grievant is deemed to have accepted the last answer to the grievance submitted by the Employer or administrative personnel involved in the Grievance Procedure as the final and binding resolution of the grievance. If the Employer fails to reply within the specified time limit, the answer to the grievance at that step will be assumed to be in the negative. The time limits specified for either party may be extended only by written mutual agreement.
 10. This procedure shall not be used for the purposes of adding to, subtracting from, or altering, in any way, any of the provisions of this Agreement or any provisions of the United States or Ohio Constitutions.

Section 4. Grievance Steps

Step 1. A Bargaining Unit Member who believes he may have a grievance shall notify the Lieutenant or his authorized replacement within ten (10) days of the occurrence of the facts giving rise to the grievance. The Lieutenant will schedule an informal meeting with the Bargaining Unit Member within ten (10) days of the notice of the Bargaining Unit Member, at which time the issue in dispute will be discussed with the objective of resolving the matter informally. The Lieutenant or his authorized replacement shall provide a written answer to the grievant within five (5) days of the informal conference.

Step 2. If the dispute is not resolved at Step 1, it shall be presented to the Chief or his designee within ten (10) days of the Lieutenant's decision at Step 1. The Chief or his designee shall conduct a hearing within ten (10) days after presentation of the grievance and shall provide a written answer to the grievant within ten (10) days after the hearing on said grievance.

Step 3. Arbitration

- A. Within thirty (30) days of the receipt of the date of the written decision at Step 2, the FOP shall notify the Employer in writing, that the grievance be submitted to a disinterested third party for arbitration. No later than ten (10) working days after such notice is given, representatives of the Employer and the FOP shall attempt to mutually agree on an arbitrator who is Ohio State Employment Relations Board certified. If unable to agree within ten (10) working days after the notice to arbitrate is given, the Parties shall promptly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators who are Ohio State Employment Relations Board certified, and the Parties will choose one (1) by the alternative strike method. Prior to striking names, either party may request that the list be rejected. If the parties are unable to choose an arbitrator within five (5) working days of receipt of the panel list or the panel list is rejected by either party, the Parties shall request the FMCS to submit another list of seven (7) arbitrators who are Ohio State Employment Relations Board certified, and selection of the arbitrator pursuant to the rules promulgated by the FMCS.
- B. The arbitrator shall have no power or authority to add to, subtract from, modify, change, or, in any manner, alter the specific written provisions of the Agreement or the language contained therein in arriving at a determination 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. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him, or to submit observations or declarations of opinion which are not directly essential in reaching a determination.

- C. The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association. The arbitration hearing is a private civil matter between the Employer, the FOP and the grievant(s). No outside parties shall be permitted to observe and/or participate in said arbitration hearings unless mutually agreed to by the parties.
- D. The fees and expenses of the arbitrator will be split equally by the parties. The costs of the hearing room, if any, shall be split equally by the parties. All other expenses shall be borne by the party incurring them.
- E. The arbitrator shall hold the necessary hearings promptly and issue his findings and recommendation in writing within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 12 - NON-DISCRIMINATION

- Section 1.** The Employer and the FOP agree not to discriminate against any Employee(s) on the basis of race, religion, color, creed, national origin, age, sex, handicap or disability in accordance with state, federal and constitutional law.
- Section 2.** The FOP expressly agrees that membership in the FOP is at the option of the Employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 13 - GENDER

- Section 1.** Whenever the context so requires, the use of words in the masculine or feminine shall be construed to include either of the 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 14 - OBLIGATION TO NEGOTIATE

- Section 1.** The Employer and the FOP 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 subject matter not removed by law from the area of collective bargaining, 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.
- Section 2.** Therefore, for the life of this Agreement, the Employer and the FOP each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter

referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 15 - SEVERABILITY

- Section 1.** If the enactment of legislation or a determination by a court of competent jurisdiction (whether in a proceeding between the parties or in one not between the parties), or a determination by any official or Employee of the State Employment Relations Board having authority to rule in the matter, renders any provision(s) of this Agreement invalid or unenforceable, such provision(s) shall be of no further force and effect, but such legislation, decision, or ruling shall not affect the validity of the surviving portions of this Agreement which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 16 - OVERTIME

- Section 1.** If the length of the established shift is eight (8) hours, overtime will be paid after an employee works eight (8) hours in a twenty-four (24) hour period beginning with the start of the employee's regularly established shift. If the established shift is ten (10) hours, overtime will be paid after an employee works ten (10) hours in a twenty-four (24) hour period. The regular hourly rate shall be the employee's annual base salary set forth in Article 22 of this Agreement divided by 2,080 hours.
- Section 2.** An employee called in for scheduled overtime for Schools or training shall receive a minimum of two (2) hours of overtime pay. If an employee is called in for any unforeseen overtime he or she shall be paid a minimum of four (4) hours of overtime even if the employee works less than four (4) hours. An employee called in for overtime who works more than four (4) hours will be compensated in accordance with Section 1. Employees assigned to the Detective Bureau shall only be paid for hours worked and shall not receive the four (4) hour minimum.
- Section 3.** An employee appearing in Court on behalf of the Employer during non-working time shall receive a minimum of three (3) hours overtime for time spent by the employee traveling from his or her residence to Court, during and after the employee's appearance in Court and traveling from Court back to the employee's residence. An employee who is required to spend more than three (3) hours at the Court location for an appearance shall receive overtime pay, if applicable, for any time spent at the Court location exceeding three (3) hours at the Court location.
- Section 4.** Voluntary/Mandatory Overtime

- A. Overtime given with 24 hours or more notice shall be given on a non-rotating seniority basis.
- B. Overtime given with less than 24 hours notice shall be offered on a non-rotating seniority basis to the Employees working the shifts preceding. If no shift employee accepts this overtime, it shall be offered on a non-rotating seniority basis to the employees working the shift following so long as the employee can arrive on station within one half (1/2) hour of the start of the overtime assignment. No officer shall work more than 12 consecutive hours in a day except overtime offered under Part A above.
- C. All overtime that cannot be given pursuant to Parts A and B above, shall be required in accordance with non-rotating inverse departmental seniority.

Section 5. Compensatory Time

- A. Any member of the Bargaining Unit entitled to overtime may waive the right to overtime and receive, in lieu thereof, compensatory hours for each hour worked in excess of his regularly scheduled hours of employment. Officers will be permitted to accumulate up to 24 hours of compensatory time. Compensatory time, like all overtime, will be approved at the time it is earned by a supervisor.
- B. An employee who has accrued compensatory time and requests use of the time may be permitted to use the time off within a reasonable period after making the request. Generally, the employee must submit a written request at least two (2) days in advance before using compensatory time. The use of compensatory time will be granted so long as it does not unduly disrupt the operation of the department.
- C. A supervisor will be appointed as the manager of compensatory time.
- D. Monthly, the supervisor in charge of compensatory time shall submit to the Chief of Police a report detailing the use of compensatory time during the previous month. The report will display the officers who used compensatory time, their shift, the part-time officer who covered for the absence, if applicable, and an approximate amount of cost saved by utilizing compensatory time rather than overtime.
- E. Overtime and compensatory time disputes shall be resolved by the appointing authority. Overtime and compensatory time entitlements shall be approved by the appointing authority and should be properly recorded as to when it was earned and when it is used on a bi-weekly basis when the payroll is submitted. The records on file in the Fiscal Office will be final, unless clearly demonstrated to be in error.

ARTICLE 17 - SCHEDULING

- Section 1.** The Township agrees during the term of the Collective Bargaining Agreement to utilize the schedule attached to this agreement (See Appendix "A"). The parties may mutually agree to change Appendix A.
- Section 2.** The Township reserves the right to determine the number of officers on each shift. In addition, the overlap officer or officers can be moved to fill in on another shift within 72 hours notice.
- Section 3.** The Township reserves the right to temporarily adjust schedules for emergencies, unanticipated circumstances, or in cases of emergencies.
- Section 4.** Canine officers shall be assigned to shifts at the Chiefs discretion. Shift duration shall be for normal bid cycle. All Canine officers are to be provided one (1) hour each work day to care for dog.

ARTICLE 18 - HOLIDAY PAY

- Section 1.** All full-time Employees of the Jackson Township Police Department shall receive eight hours of straight time pay for the holidays designated:
1. New Year's Day, the first day of January;
 2. Martin Luther King Jr. Day, the third Monday in January;
 3. Presidents Day, the third Monday in February;
 4. Easter Sunday;
 5. Memorial Day, the last Monday in May;
 6. Independence Day, the fourth day of July;
 7. Labor Day, the first Monday in September;
 8. Columbus Day, the second Monday in October;
 9. Veterans' Day, the eleventh day of November;
 10. Thanksgiving Day, the fourth Thursday in November;
 11. Christmas Day, the twenty-fifth day of December.
- Section 2.** An Employee who is required to work on a designated holiday shall receive holiday pay and overtime pay (2 ½) for the first eight (8) hours worked and overtime time (1 ½) for any additional hours worked beyond eight (8) for each

designated holiday. Holiday pay hours are not contemplated by the Overtime provision contained in Article 16 of this Agreement.

Section 3. An Employee will not be entitled to holiday pay for a designated holiday if the Employee reports off sick the day before, day of, or the day after the designated holiday, unless the Employee documents to the Chief that special circumstances existed.

ARTICLE 19 - VACATION PAY

Section 1. All full-time Employees of the Jackson Township Police Department shall be entitled to vacation in the following manner:

<u>Anniversary Date</u>	<u>Full-Time Employees</u>	<u>Period of Vacation</u>
	Less than 1 year	None
	After 1 year	10 days (80 hours)
	After 5 years	15 days (120 hours)
	After 10 years	20 days (160 hours)
	After 15 years	25 days (200 hours)
	After 20 years	30 days (240 hours)

Section 2. Full-time Employee means an Employee whose regular hours of service for the Township total forty (40) hours per week, or who renders any other standard of service accepted as full-time by the Employer.

Section 3. For the purpose of administering vacations, the workweek shall be Monday through Friday, and all days included therein shall be deemed workdays. (One week for Police Department Employees: –Saturday - Friday).

Section 4. Anniversary date shall be the last date of full-time hiring by the Township.

Section 5. On the bargaining unit member's vacation service accrual date, a maximum of five (5) weeks (200 hours) of earned, unused vacation may be carried over to the next year. At least one (1) week of earned vacation must be taken during each eligibility year.

Section 6. Each bargaining unit member must use at least one (1) week of vacation in increments of one week or more. The Bargaining unit member may schedule the remainder of their vacation time, if any, in eight (8) hour segments. Vacations may be used in lesser increments when authorized by the Chief or his designee.

Section 7. Vacation requests must be approved by the Chief or his designee. A request for seniority based vacation leave selections must be submitted by the Employee fifteen (15) days prior to the beginning of the bid period set out in Appendix A. Subsequent adjustments to the schedule will be made upon a first come first serve basis. Any employee requesting vacation time on a "first come-first served" basis shall make their request at least one (1) week in advance of the date(s) they are

requesting. The Employer may waive the one (1) week in advance notice. Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.

Section 8. Annual vacation leave is earned during the time the Employee is on active pay status, and/or injury leave. It is not earned while on unpaid leave of absence, unpaid military leave, or while working on a part-time basis.

Section 9. An Employee may extend vacation with the approval of the Police Chief.

Section 10. Upon termination of employment from Township service, payment for earned but unused vacation leave shall be made in one lump sum at the Employee's current base rate of pay. Payment shall be made within thirty (30) days of the time of termination of employment. Upon death of a full-time Employee, one lump sum payment of earned but unused vacation leave shall be paid in accordance with Ohio Revised Code Section 2113.04. Payment shall be made within ninety (90) days of the time it is determined under Ohio Revised Code Section 2113.04 which person will receive payment.

Section 11. Any Employee in the bargaining unit on December 31 2005 is entitled to have his or her prior service with the state or any political subdivision of the state counted as service with the Township for the purpose of computing the amount of his or her vacation leave. Any employee hired after December 31, 2005 is entitled to have his or her prior service with a township counted as service for the purpose of computing the amount of his or her vacation leave.

ARTICLE 20 - SICK LEAVE

Section 1. Each full-time Employee shall be entitled to sick leave of .06 hours with pay for each regular completed hour of pay on active pay status. Employees may use sick leave, upon approval of the Chief, for absences due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other Employees, and to illness or injury in the employee's immediate family.

Section 2. Immediate family is defined as: grandparents, brother, sister, brother-in-law sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian, or other person who stands in the place of a parent.

Section 3. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the Employee's credit on the basis of one hour for every one hour of absence from previously scheduled work.

Section 4. The Employee shall submit to the Chief a satisfactory written, signed statement on Attachment 2 to justify the use of sick leave before returning to work. After one warning, the Chief may require the Employee to furnish a physician's

statement related to the illness if absent three or fewer days. An Employee absent four (4) consecutive calendar days or more is required to furnish a medical statement on Attachment 3 and/or a family medical leave certification form from his/her physician or other professional verifying the illness, the Employee's inability to perform his/her required duties, and the Employee's expected date of recovery.

Section 5. The Employer may also require the Employee, at the Employer's expense, to submit to an examination by a physician or other professional designated by the Employer for the purpose of verifying the illness, determining whether the Employee is unable to perform his/her required duties, and determining the expected date of recovery. If the Employee or the Employer's designated physician or other professional determines that the Employee is not experiencing a personal illness or injury, any subsequent absences of the Employee will be without pay until the Employee submits a physician's or other professional's statement supporting the reasons for the absence(s).

Section 6. Falsification of either the signed statement or physician's or other professional's certificate shall be grounds for disciplinary action which may include dismissal. Applications for use of sick leave with the intent to defraud, abuse of sick leave, or the patterned use of sick leave, shall all be grounds for disciplinary action which may include dismissal.

Section 7. The Employer may, at any time, require that the Employee submit to a medical examination in order to determine the Employee's capability to perform the substantial and material duties of the Employee's position; or to perform the duties of a position which the Employee is reasonably suited to perform based on the Employee's education, training, or experience. Such examination shall be conducted by a physician designated by the Employer. The Employer must supply the examining physician with facts relating to the perceived disabling illness, injury, or condition. Additional information may include: physical and mental requirements of the Employee's position, duty statements, job classification specifications, and position descriptions. The cost of this medical examination shall be paid by the Employer.

Section 8. An Employee who is unable to report for work, and who is not on a previously approved leave for vacation, sick leave, compensatory leave or approved leave of absence, shall be responsible for notifying the Chief or his designated representative that he/she will be unable to report for work. The notification must be made at least one (1) hour before the Employee's scheduled start time for work or less in case of emergency or sudden illness. Any Employee failing to make the required notification will not be paid for that day.

Section 9. Paid holidays the Employee is not required to work falling during a sick leave shall not be charged as sick leave time.

Section 10. It shall be the obligation of the Employee to receive necessary medical treatment and to return to active work status at the earliest time permitted by the attending physician.

Section 11. An Employee who fails to comply with any of the provisions of this policy shall not be allowed to use sick leave for time absent from work under such non-compliance.

Section 12. Absenteeism is defined as any unauthorized or unexcused absence from scheduled work.

Abuse of sick leave is defined as patterned use of sick leave before or after scheduled days off or patterned use on scheduled working weekends or repeating the same day of the week; use of sick leave on scheduled working holidays; use of sick leave when previously denied scheduled time off; or use of sick leave when ordered to work before or after the scheduled work days.

Excessive use of sick leave is further defined as using sick leave in excess of sixty five (65) hours in any twelve (12) month period, except funeral leave, Maternity/Paternity leave, workers' compensation leave, family medical leave, or absence documented by a physician or licensed practitioner shall not be included in the sixty five (65) hours calculation.

Employees, who are tardy, leave their assignment early, or any employee who fails to report to work because of absenteeism, abuse, or excessive use of sick leave may be subject to discipline.

Section 13. An Employee, at the time of service or disability retirement from active service with Jackson Township, shall be paid in cash for the value of accrued unused sick leave credit at the Employee's base pay rate as follows:

Percentage	Accumulation
25%	0-1,000 hours
30%	1,001 – 1,500 hours
35%	1,501 – 2,000 hours
40%	2,001 – 2,500 hours
45%	2,501 – 3,000 hours
50%	3,001 & above hours.

ARTICLE 21 - FUNERAL LEAVE

Section 1. An Employee shall be granted time off with pay (not to be deducted from the Employee's sick leave) for the purposes of attending the funeral of the following listed persons. The Employee shall be entitled to a maximum of five (5) work days in the event of the death of his mother, father, brother, sister, spouse, children or grandchildren. The employee shall be entitled to a maximum of three (3) workdays in the event of the death of his Spouse's parents. The Employee shall be entitled to a maximum of two (2) work days in the event of the death of his first aunt, first uncle and grandparents. The Employee shall be entitled to a maximum of one (1) work day in the event of the death of his first cousins or his spouse's grandparents.

ARTICLE 22 - COMPENSATION

Section 1. Effective the first pay period that ends in January 2012 (1-1-12), each Employee of the bargaining unit shall receive an annual base salary increase in the amount of two (2%) pay raise.

Starting salary for patrol officer - \$47,965.01
After five years of employment for patrol officer - \$54,001.58

Section 2. Effective the first pay period that ends in January 2013 (1-1-13) each Employee of the bargaining unit shall receive an annual salary increase in the amount of 0% as follows:

Starting salary for patrol officer - \$47,965.01
After five years of employment for patrol officer - \$54,001.58

Section 3. Effective the first pay period that ends in January 2014 (1-1-14), each Employee of the bargaining unit shall receive an annual salary increase in the amount of 0% as follows:

Starting salary for patrol officer - \$47,965.01
After five years of employment for patrol officer - \$54,001.58

Section 4. Employees may be granted prior service credit for full time service with other police agencies for purposes of calculating years of employment as a patrol officer. The determination of whether or not to grant said credit shall rest with the Township.

Section 5. Pay periods shall be biweekly.

Section 6. Field training officers as designated by Management shall be entitled to additional compensation in the amount of \$.25 per hour worked.

Section 7. For bargaining unit members as of December 31, 2008, the Township shall pay nine percent (9%) of the Employee's required contribution to the PERS Fund with the express understanding between the parties to this Agreement that any increase in the Required Employee's contribution percentage to the PERS Fund shall be paid by the Employee and further that the Employees shall not make any claims for lost compensation should the present required 9% Employee contribution rate be reduced. Employees hired after December 31, 2008, shall be solely responsible for payment of the Employee's required contribution to the PERS Fund.

ARTICLE 23 - LONGEVITY PAY

Section 1. All Employees shall receive longevity pay after completion of the required length of continuous full-time service with Jackson Township pursuant to the following schedule:

1. After five (5) years - to nine (9) years: two percent (2%) additional over the base hourly rate.
2. After nine (9) years and thereafter: four percent (4%) additional over the base hourly rate.

ARTICLE 24 - INJURY LEAVE

Section 1.

When an Employee is injured or suffers an occupational disease in the line of duty while actually working for the Employer, the Employee will be entitled to injury leave pay for any remaining days within the ninety (90) calendar day period from the date of the injury. The Employee must file for Workers' Compensation to be eligible for injury leave pay. The Employee shall also be subject to the Workers' Compensation requirements regarding light duty and/or transitional work programs. The Employee shall receive their regular pay (including pension contributions) during injury leave and shall sign over any and all payment for temporary total disability to the Township.

If the Employer and the Employee agree, the employee may participate in a workers compensation wage continuation program. Under this program, he employee will be paid his or her present hourly rate with applicable federal, state, and local withholdings. This entitlement will be reviewed after 520 hours. In order to be eligible for this salary continuation, the Employee must file for and be eligible to receive Workers' Compensation. Wage continuation will be discontinued when you do not provide proper documentation, you return to work, the maximum of 26 weeks has been reached, if a dispute arises regarding the cause or extent of disability, or if you are able to perform light duties available and you refuse.

Section 2. Physician Examination

The Employer shall have the right to require the Employee to have a physical exam by a physician appointed and paid by the employer resulting in the physician's certification that the Employee is unable to work due to the injury as a Condition precedent to the Employee receiving any benefits under this Section.

ARTICLE 25 - JURY DUTY LEAVE

Section 1. Any Employee who is called for jury duty, either Federal, County, or Municipal, shall be paid his or her regular salary, less any compensation received from such Court for jury duty as provided for in the Ohio Revised Code.

ARTICLE 26 -UNIFORM ALLOWANCE

Section 1. All Employees shall receive an annual uniform allowance credit (in January of each year) in the amount of One Thousand Dollars (\$1,000.00). The uniform allowance shall take the form of an account to be maintained by the Employer where the Employee will make a request to the Employer to purchase uniform clothing and/or required equipment. If the Employer approves the request, the Employee can purchase the item under a blanket purchase order from any law enforcement supply company. Upon receipt of the invoice, the Employer shall apply the invoice amount to the Employee's uniform allowance credit set forth in the preceding sentence. An Employee can also carry forward unused uniform allowance up to \$150.00 per year.

Section 2. The Employer shall provide each Employee with a bulletproof vest purchased from a recognized manufacturer. Employees shall be allowed to select their own vest, taking into consideration, the weapon they carry. Employees must wear them while assigned to uniform patrol duties. All vests shall remain Township property. Vests will be replaced pursuant to manufacturer specifications. During the period of January 1st through February 28th of 2006 only, bargaining unit members may request the Employer to waive this requirement by executing a request and waiver of liability form.

ARTICLE 27 - PERSONAL DAYS

Section 1. An Employee is entitled to two (2) personal days of leave per year with the approval of the shift supervisor. The Employee shall notify the Employer at least seven (7) days in advance of such leave except in cases of personal or family emergency, in which case the Employee shall notify the Employer as far in advance of his scheduled shift as possible.

ARTICLE 28 - HEALTH INSURANCE

- Section 1.** The level of benefits for hospitalization, major medical, dental, vision and prescription drug insurance coverage shall be as set forth in Appendix B.
- Section 2.** Nothing in this Article shall prohibit the Board of Trustees from providing alternative health insurance programs to its employees as long as such alternative plans remain optional.
- Section 3.** The Township shall provide all Employees in the bargaining unit with a term life insurance policy with a face value of Twenty Thousand Dollars (\$20,000.00) subject to terms and conditions of the carrier.

ARTICLE 29 - EDUCATIONAL AND OTHER PAYS

- Section 1.** The Employer shall reimburse Employees at the following percentage for tuition and book expenses incurred in the successful completion of educational courses offered in a curriculum required in an Associate or Bachelor of Arts program of an Ohio public educational institution for Law Enforcement or Criminal Justice or educational courses offered by an Ohio public educational institution the Ohio Peace Officers Training Academy, or the Ohio Highway Patrol Academy which are acceptable as transfer credits to an Associate or Bachelors of Arts in Law Enforcement or Criminal Justice program of an Ohio public educational institution. The reimbursement for tuition expenses shall be one hundred percent (100%) for courses where a grade of C or better is achieved. There will be no reimbursement for courses where a grade lower than a full C is obtained. The reimbursement for book expenses shall be one hundred percent (100%) where a grade of A, B, or C is obtained provided the books are returned to the township for subsequent use by other Employees taking the same courses. There will be no book expense reimbursement when a grade lower than a C is obtained or where books in good condition were available from the township prior to the course starting. As a condition precedent to reimbursement for tuition or book expenses, the educational courses shall have been approved by the Chief in advance of the start of the course as courses offered in a curriculum required in an Associate or Bachelor of Arts program of an Ohio public educational institution for Law Enforcement or Criminal Justice or educational courses offered in an Ohio public educational institution, or the Ohio Peace Officers Training Academy, or the Ohio Highway Patrol Academy which are acceptable as transfer credits to an Associate or Bachelor of Arts in Law Enforcement or Criminal Justice program of an Ohio public educational institution, and the Employee must provide written proof of course completion and grade within ten (10) days of receipt of the course grade.
- Section 2.** Higher Rank Pay
1. No Employee shall perform the responsibilities of a Sergeant.

ARTICLE 30 - REIMBURSEMENT

- Section 1.** When an Employee is required, at the sole discretion of the Employer, to attend a meeting, training or other activity, the Employee shall be reimbursed for expenses, including parking fees, in accordance with the Employer's Policy.
- Section 2.** When an Employee is required to drive a car for training or other activity, he shall use a Township vehicle or apply to the Chief or his designee to use his personal vehicle. When the parties agree that the employee may use his personal vehicle, he shall be paid pursuant to the Jackson Township Mileage Reimbursement Rate Policy.

ARTICLE 31 - TRADING DAYS

- Section 1.** An Employee can trade two work shifts per month with another patrol officer with the approval of the shift supervisor and provided the shift supervisor is notified at least three (3) days prior to the traded shift.

ARTICLE 32 - SENIORITY DEFINITION

- Section 1.** Seniority shall be defined as an Employee's uninterrupted length of continuous full time employment with the Employer.
- Section 2.** An Employee's seniority shall be terminated when one or more of the following occur:
- A. Resignation from employment;
 - B. Discharge in accordance with the procedures set forth in this Agreement;
 - C. Layoff or otherwise fails to perform bargaining unit work for a period of time exceeding two (2) years, excluding disability retirement and/or reinstatement due to an arbitration or court decision;
 - D. Employee's retirement;
 - E. The Employee refuses a recall or fails to report to work within seven (7) working days from the receipt of the Employer's recall notice;
 - F. Failure to return to work upon the expiration of a leave of absence.
- Section 3.** The above definition of seniority is applicable only where seniority is specifically referenced in this Agreement. The definition is also applicable when there are any conflicts in taking days off, using compensatory time, and vacation scheduling.

Section 4. When a vacancy occurs for a permanent assignment that the Chief determines in his sole discretion needs to be filled, the position shall be posted for seven (7) days. The Chief shall select the best qualified applicant from the most senior three (3) that apply. Assignment to the Detective Bureau is excluded from this section.

ARTICLE 33 - LAYOFF PROCEDURES

Section 1. In the case of layoffs, layoffs shall follow a schedule of inverse seniority. The last hired, first laid off.

Section 2. In the case of call backs, the schedule of seniority shall also be followed. Last laid off, first called back.

Section 3. Members of the bargaining unit may be laid off only for lack of work or lack of funds in the Police Levy Fund.

Section 4. No bargaining union member will be laid off until all part time officers have been previously laid off.

Section 5. Non bargaining unit members of the police department may bump into this bargaining unit from higher ranking units. Such non-bargaining unit employee shall have five (5) calendar days following receipt of a notice of layoff in which to exercise this right to bump. Any non-bargaining unit member shall only have full time service within the bargaining unit counted when determining seniority for layoff and bumping purposes within this Agreement.

ARTICLE 34 - FOP BULLETIN BOARD

Section 1. The Employer agrees to provide space for a bulletin board in the Police Department. The space provided for the bulletin board shall be approximately 2' x 4'. The FOP agrees that this shall be the only area used by the FOP or its members for the posting of notices of FOP business. All notices which appear on the FOP's bulletin board shall be posted and signed by an FOP official in the bargaining unit during non-working time and shall relate to items of interest to the members. FOP notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. FOP's recreational and social affairs;
- B. Notice of FOP's meetings;
- C. FOP's appointments;
- D. Notice of FOP's elections;

- E. Results of FOP's elections;
- F. Reports of standing committees and independent arms of the FOP; and
- G. Legislative reports.

Section 2. All other notices of any kind not covered in "A" through "G" above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the FOP bulletin board at any time which contains the following:

- A. Personal attacks upon any other member or any other Employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Administration; and,
- C. Attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 35 - MISCELLANEOUS

Section 1. The Employer is prohibited from imposing any restriction on an Employee's residence other than requiring the Employee to live in Stark County or an adjoining county.

Section 2. Employees that use force resulting in the death or shooting injury of a suspect will be permitted to take time off (with pay) for a period of no more than five (5) working days. Upon returning to work, Employees may elect to be assigned duty that does not require carrying a firearm for two (2) weeks.

Section 3. Employees shall not be required to participate in any manner, in the Explorers, Interns, Chaplin or Press programs. Any Employee activity in the foregoing programs shall be mutually agreed upon.

ARTICLE 36 - PROMOTIONS

Section 1. All promotions of Employees in this bargaining unit shall be made in accordance with the Jackson Township Police Department Promotional Policy as attached.

Section 2. If a promotional test has previously been given for a position and an eligibility list has been established; and if the township determines to fill the position, it must be filled with one of the top five names from that list, if at least five people have taken the test. The Board of Trustees reserves the right to test for each new vacancy.

ARTICLE 37 - FAMILY MEDICAL LEAVE

- A. Family Medical Leave. An employee who has been employed for at least twelve (12) months by the Board prior to beginning a leave and has worked at least 1250 hours during the twelve (12) month period immediately before the date the leave would begin shall be granted up to twelve (12) weeks of unpaid leave during any twelve (12)-month period for any of the following reasons:
1. birth or adoption of a child, or placement of a foster child;
 2. to care for a spouse, dependent child or parent who has a serious health condition as defined by the Family Medical Leave Act; or
 3. a serious personal health condition as defined by the Family Medical Leave Act that makes the employee unable to perform his or her job.
- B. The Board will measure the twelve (12) month period as a rolling twelve (12) month period measure backward from the date an employee uses any leave under this Article. Each time an employee takes leave, the Board will compute the amount of leave the employee has taken under this Article during the previous twelve (12) months and subtract it from twelve (12) weeks of available leave.
- C. An employee's request for family medical leave must be supported by proper documentation. This documentation will include a statement by the attending physician which includes the date on which the serious health condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, a statement that the employee is unable to perform his position or the employee is needed to care for the spouse, dependent child, or parent. The employee must also provide medical certification when they are able to resume work. If there is a disagreement regarding whether the employee suffers from a serious health condition or is able to return to work, the Employer may secure a second opinion from a physician selected and paid for by the Employer.
- D. In order to utilize family medical leave, the employee must give a minimum of thirty (30)-days notice before the intended date of the leave, except for bona fide emergencies. Emergencies necessitating less than a thirty (30)-day notice shall be documented by the attending physician's statement that an unforeseen emergency did exist.
- E. During family medical leave periods, the Employer will continue to pay the health insurance premium. Any share of health insurance premiums that had been paid by the Employee prior to family medical leave must continue to be paid by the Employee during the family medical leave period. If family medical leave is substituted paid leave, the Employee's share of premiums shall be paid by the method normally used during any pay period. If family medical leave is unpaid, the Employee must make payment of his or her share of the premiums to Jackson Township on the first pay date of each month (same schedule as payment made under a COBRA). If the Employee does not return to work after the expiration of family medical leave, the Employee will be required to reimburse

the Employer for payment of health insurance premiums during the family medical leave, unless the Employee does not return because of the presence of a serious health condition which prevents the Employee from performing his/her job or circumstances beyond the control of the Employee.

- F. The employee will be required to substitute any vacation leave, personal leave, or if applicable, sick leave, for any part of the twelve (12)-week period. The employee shall notify the administration office what order he or she wishes to utilize the designated leave. If the employee fails to notify the administration office, the accumulated leaves shall be utilized in the following order: sick leave, if applicable, vacation leave, and personal leave. Employees, at their discretion, shall be permitted to maintain a balance of forty (40) hours of paid leave prior to making the transition to unpaid status during an authorized paid family medical leave. Upon return from family medical leave, the employee is entitled to be restored to the same or equivalent position as held by the employee prior to the leave. However, employees are not entitled to accrue employment benefits while on unpaid family medical leave, except seniority.
- G. If both a husband and wife are employed by the Employer, they may be jointly entitled only to a total, combined twelve (12)-week period for family medical leave, excluding their own serious health condition.

ARTICLE 38 - PROBATIONARY PERIOD

- Section 1.** Every newly hired employee of the bargaining unit shall be required to successfully complete a probationary period. The probationary period shall begin on the date of full time hire and shall continue for a period of seven hundred and thirty (730) days. A probationary employee who has lost work time due to illness or injury, military leave, layoff, or other leave of absence shall have his probationary period extended by the length of the time lost.
- Section 2.** Newly hired employees shall not have the right to arbitrate a probationary removal, and shall have no right to appeal through the provisions of the Ohio Revised Code.
- Section 3.** Should a probationary employee be laid off, the employee shall retain credit for that part of the probationary period that the employee successfully completed prior to layoff. The employee shall retain such probationary credit as long as the employee is entitled to recall rights. Should the employee return from layoff during the recall period, he or she shall only be required to complete the balance of the probationary period for the classification.

ARTICLE 39 - EXTRA-DUTY EMPLOYMENT OPPORTUNITIES

In order to be eligible for extra-duty employment, Officers must be on vacation, personal leave, compensatory time or regular scheduled time off.

When scheduling for extra-duty assignments that are of an ongoing nature, the Chief or his designee shall post the jobs which will be bid in order of departmental seniority (from the date of full time appointment). Full time Union Members (Lieutenants, Sergeants and Patrol Officers) will be given first right of refusal on all jobs. Any remaining jobs will then be offered to other non-union members.

Extra duty details that are requested with less than 72 hours notice shall be posted by the Chief or his designee, and will be filled on a first come first serve basis.

Determinations regarding acceptance of extra duty employment opportunities shall rest with the Township.

ARTICLE 40 – ANTI NEPOTISM

- Section 1.** “Relative” is defined to include spouse, child, stepchild, grandchild, parent, grandparent, brother, sister, half-brother, half-sister, uncle, aunt, niece, nephew, or the spouse of any of them. These relationships shall include those arising from adoption. Persons who are common law married or who are living together without the benefit of matrimony are also considered relatives under this provision.
- Section 2.** New employees who are related to present employees, current employees who are related at the effective date of this agreement, or employees who become related subsequent to employment may be transferred to different shifts or different assignments at the discretion of the Township.
- Section 3.** It is understood that in cases where this Article is implemented, the subordinate or less senior employee shall be the individual affected.
- Section 4.** This Article supersedes any bidding or seniority provision of this Agreement.

ARTICLE 41 - DURATION AND EFFECT OF AGREEMENT

- Section 1.** This Agreement shall be effective January 1, 2012 and shall remain in full force and effect until December 31, 2014.
- Section 2.** If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred eighty (180) days prior to the expiration date, nor later than ninety (90) days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) weeks upon receiving notice of intent.
- Section 3.** This Agreement constitutes the entire Agreement between the Employer and the FOP.

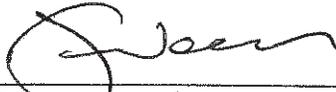
Section 4. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Township Trustees, the Federal or State Legislature, such as acts of God, the conditions of this Agreement relating to time limits for Management or the FOP's replies on grievances shall automatically be suspended. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the Grievance Procedure to which they (the grievance(s)) had properly progressed.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 14 day of February, 2012.

FOR THE TOWNSHIP

FOR THE FOP

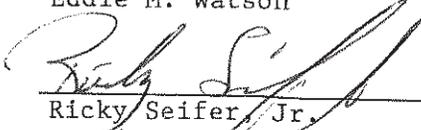


James N. Walters, President



Eddie M. Watson

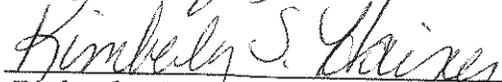
William M. Burger, Vice-President



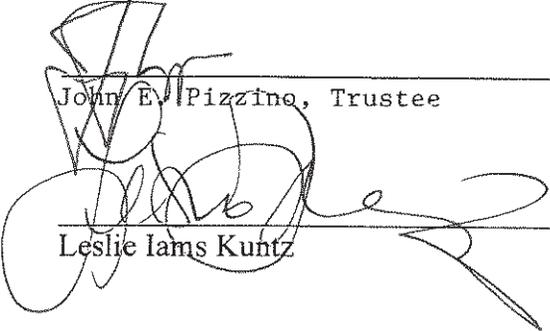
Ricky Seifer, Jr.



John E. Pizzino, Trustee



Kimberly S. Haines



Leslie Iams Kuntz



Chuck Wilson, FOP/OLC

APPENDIX A - SCHEDULE

Day Shift	Position	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Signature/Date/Time
	1	Off	Off	6am-2pm	6am-2pm	6am-2pm	6am-2pm	6am-2pm	
	2	6am-2pm	Off	Off	6am-2pm	6am-2pm	6am-2pm	6am-2pm	
	3	6am-2pm	6am-2pm	Off	Off	6am-2pm	6am-2pm	6am-2pm	
	4	6am-2pm	6am-2pm	6am-2pm	Off	Off	6am-2pm	6am-2pm	
	5	6am-2pm	6am-2pm	6am-2pm	6am-2pm	Off	Off	6am-2pm	
	6	6am-2pm	6am-2pm	6am-2pm	6am-2pm	6am-2pm	Off	Off	
	7	Off	6am-2pm	6am-2pm	6am-2pm	6am-2pm	6am-2pm	Off	
# Officers		5	5	5	5	5	5	5	
Afternoon Shift	Position	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Signature/Date/Time
	1	Off	Off	2pm-10pm	2pm-10pm	2pm-10pm	2pm-10pm	2pm-10pm	
	2	2pm-10pm	Off	Off	2pm-10pm	2pm-10pm	2pm-10pm	2pm-10pm	
	3	2pm-10pm	2pm-10pm	Off	Off	2pm-10pm	2pm-10pm	2pm-10pm	
	4	2pm-10pm	2pm-10pm	2pm-10pm	Off	Off	2pm-10pm	2pm-10pm	
	5	2pm-10pm	2pm-10pm	2pm-10pm	2pm-10pm	Off	Off	2pm-10pm	
	6	2pm-10pm	2pm-10pm	2pm-10pm	2pm-10pm	2pm-10pm	Off	Off	
	7	Off	2pm-10pm	2pm-10pm	2pm-10pm	2pm-10pm	2pm-10pm	Off	
# Officers		5	5	5	5	5	5	5	
Midnight Shift	Position	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Signature/Date/Time
	1	Off	Off	10pm-6am	10pm-6am	10pm-6am	10pm-6am	10pm-6am	
	2	10pm-6am	Off	Off	10pm-6am	10pm-6am	10pm-6am	10pm-6am	
	3	10pm-6am	10pm-6am	Off	Off	10pm-6am	10pm-6am	10pm-6am	
	4	10pm-6am	10pm-6am	10pm-6am	Off	Off	10pm-6am	10pm-6am	
	5	10pm-6am	10pm-6am	10pm-6am	10pm-6am	Off	Off	10pm-6am	
	6	Off	10pm-6am	10pm-6am	10pm-6am	10pm-6am	10pm-6am	Off	
	7	10pm-6am	10pm-6am	10pm-6am	10pm-6am	Off	Off	10pm-6am	
# Officers		5	5	5	5	4	5	6	

20th position (discretion) Overlap or Days

***The Township reserves the right to determine the number of officers on each shift. In addition, the overlap officer or officers can be moved to fill in on another shift within 72 hours notice.**

***The Township reserves the right to temporarily adjust schedules for emergencies, unanticipated circumstances, or in cases of emergencies.**

Bid: March & September (1st Saturday) -

***K-9 Officer(s) to be assigned to shift at Chief's discretion. Shift duration shall be for normal bid cycle.**

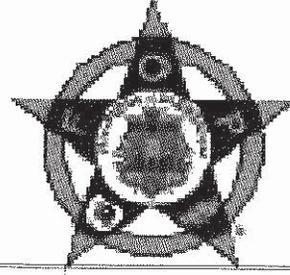
APPENDIX B - HEALTH INSURANCE

- Section 1.** The parties agree to establish a Health Care Cost Containment Committee. The committee shall consist of thirteen (13) members. Six (6) of such members shall be union representatives, one (1) from each of the Township's six (6) departments that have bargaining units (i.e., police patrol, police sergeants, police lieutenants, fire, clerical, & highway). These members shall be selected at the sole discretion of the bargaining unit to represent their respective units. Six (6) other such members shall be township representatives, and these members shall be appointed by the Board of Trustees. The remaining member shall be mutually selected by the other members of the committee, and shall serve at their pleasure.
- Section 2.** The Health Care Cost Containment Committee shall meet at least four (4) times a year. The Committee shall select a Chairperson from the members. The Committee shall, at its first meeting, establish rules and regulations for its governance. However, these rules and regulations shall provide that each of the thirteen (13) members shall have one vote, and that a majority vote will be controlling. These rules also must provide a reasonable time frame for implementation of the findings of the committee, and must provide that a quorum exists to vote. These rules shall contain a requirement that prior to voting upon a recommendation the Committee must allow sufficient time for the members of the Committee to solicit opinion from their respective bargaining units in whatever manner they deem appropriate. These rules and regulations may include provisions for the substitution of an alternate representative for any such member who may be unable to attend. Finally, these rules and regulations will provide each representative the opportunity to use any advisor or consultant it deems necessary.
- Section 3.** One thousand fifty dollars (\$1,050.00) per employee per month shall be considered the base for the purposes of determining health care cost economic data. The Committee will investigate methods to contain the overall cost of health care, including dental, vision and prescription drug costs. These methods may include, but are not limited to, reduction of benefits, scope of coverage, changes in manner of administration (managed care). The final determination as to the method utilized to contain the overall cost of health care shall be vested to and the sole responsibility of the Committee.
- Section 4.** In the event that overall cost of health care increases and related expenses from the initial base year, or any subsequent base year, such increase, on a per employee, per month basis shall be shared between the Township and the bargaining unit member on a 50% - 50% basis, respectively up to One Hundred Twenty Five dollars (\$125.00) per month for the employee with single coverage and One Hundred Seventy Five dollars (\$175.00) per month for the employee with family coverage.

Section 5. Employee contributions for the group health insurance plan will be eligible for pre-tax treatment under a Section 125 Plan in the month following the execution of this Agreement.

ATTACHMENT 1 – GRIEVANCE FORM

FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.
222 EAST TOWN STREET
COLUMBUS, OH 43215-4611
(614) 224-5700
FAX (614) 224-5775
1-800-FOP-OLCI



O.L.C. Unit _____ Employer _____
O.L.C. Grievance No. _____ Address _____
Phone No. () _____

GRIEVANCE REPORT FORM

PLEASE PRINT OR TYPE

A copy of this form
must be sent to the
O.L.C. Office - IMMEDIATELY

Please have your Associate call
your Staff Representative when
filing a grievance

Name of Grievant _____ Badge No. _____
Grievant address _____ Phone No. () _____
Classification _____ Assignment _____
Shift _____ Date of appointment _____
Immediate Supervisor at time of incident _____
O.L.C. Representative _____ Date and time _____
Grievance first discussed with _____ Date and time _____
Article and section number of contract violation _____
Statement of grievance (Give times, dates, who, what, when, where, why, and how):

Remedy requested:

Grievant's signature _____ Date and time _____

STEP ONE
Received by _____ Date and time _____

Respondent Name and Title
Date of meeting _____ Time _____ Place _____

Step one response

Name and Title _____ Date and Time _____
Received by _____ Date and Time _____
Grievant

ANSWER IS: Accepted _____ Rejected _____

STEP TWO if applicable

Received by _____ Date and time _____
Respondent Name and Title

Date of meeting _____ Time _____ Place _____

Step two response _____

Name and Title _____ Date and Time _____

Received by _____ Date and Time _____
Grievant

ANSWER IS: Accepted _____ Rejected _____

STEP THREE if applicable

Received by _____ Date and time _____
Respondent Name and Title

Date of meeting _____ Time _____ Place _____

Step three response _____

Name and Title _____ Date and Time _____

Received by _____ Date and Time _____
Grievant

ANSWER IS: Accepted _____ Rejected _____

STEP FOUR if applicable

Received by _____ Date and time _____
Respondent Name and Title

Date of meeting _____ Time _____ Place _____

Step four response _____

Name and Title _____ Date and Time _____

Received by _____ Date and Time _____
Grievant

ANSWER IS: Accepted _____ Rejected _____

F.O.P./O.L.C. intention to arbitrate (Yes) _____ (No) _____

Signature _____

ATTACHMENT 2 – Request for Leave

Date: _____

Name: _____

Department: _____

I hereby apply for _____ hours leave from _____ to _____ incl.

Days off included within the Vacation or Sick Leave _____

Automatic holiday within the Vacation or Sick Leave _____

FOR THE FOLLOWING REASON:

_____ Medical, Dental or Optical examination or treatment

_____ Personal illness or injury

_____ Work-related injury or illness? _____ Yes _____ No

If yes, has BWC paperwork been filed? _____ Yes _____ No

_____ Serious illness or injury in immediate family _____ (Relationship)

_____ Funeral	_____	_____	_____
	Name of Deceased	Relationship	Date

_____ Leave without pay

_____ Jury Duty _____ Court _____ Date _____

_____ Military: _____ With Pay _____ Without Pay _____

_____ Vacation

_____ Compensatory Time

_____ Personal Leave

_____ Time Clock - No Punch: _____

_____ Other: _____

Is this an absence per FMLA? _____ Yes _____ No

If yes, please provide the appropriate documentation.

I certify that this is a true and complete statement.

Signature of Employee

SUPERVISOR CERTIFICATION:

_____ Approved

_____ Disapproved

Supervisor

ATTACHMENT 3 – MEDICAL STATEMENT

As a duly qualified practitioner of medicine, I certify that the use of sick leave for,

_____, is justified, (in my opinion).
(Employee's Name)

_____ The employee was under my professional care.

_____ The employee's presence was necessary for the care of an immediate family member.

I hereby certify that, _____, was under my professional care for
(Patient's Name)
the Treatment of, _____, from _____
(Illness) (Date)
through _____.
(Date)

Signature of Physician

Date

Physician's Name (Printed)

Address

City State Zip Code

PROCEDURES FOR WORKPLACE DRUG TESTING

100 PURPOSE AND SCOPE

This policy applies to all bargaining unit employees. It will be implemented in a consistent, nondiscriminatory manner. All employees will be provided a copy of the Township's drug testing policy prior to its implementation and will be provided information concerning the impact of the use of alcohol or drugs on job performance. Employees shall be trained to recognize the symptoms of drug abuse, impairment and intoxication. All employees will be informed of the causes for testing, how well the tests perform and what tests will be conducted. All employees must sign an acknowledgement form indicating receipt of this policy.

All newly hired employees will receive the information on their initial hire date. No employee shall be tested until this information is provided to the employee.

101 DEFINITIONS

Alcohol means 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 when alone or when diluted.

Drug means a controlled substance as defined by Chapter 3719 of the Ohio Revised Code, entitled "Controlled Substances," and/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.

Reasonable suspicion means a conclusion by trained personnel based on personal observation of specific objective instances of employee conduct and documented in writing, that an employee is exhibiting aberrant or unusual on duty behavior which is the type of behavior that is recognized and accepted as a symptom of intoxication or impairment caused by controlled substances or alcohol and is not reasonably explained as a result of other causes such as fatigue, side effects to prescription or over the counter medication, reaction to fumes, smoke or other job related causes or factors. Such behavior may include, but is not limited to, a substantial drop in the employee's performance level, impaired judgment or reasoning, decreased level of attention or sensory abilities, or other behavioral changes.

Reasonable suspicion shall be based upon personal observations by a trained supervisor that must be documented in writing at the time of the observation. Reports of drug abuse or abnormal behavior that is not confirmed in writing by a trained supervisor will not constitute reasonable suspicion. Anonymous reports shall not constitute grounds for testing.

Drug Testing means collection of a urine specimen by medical 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 negotiated with the Union, or mandated by Federal Regulations.

Medical Review Officer (MRO): The MRO interprets the laboratory results of the drug tests and reports positive results to our Township after verifying that there are no valid medical explanations for the positive results. This individual shall be a licensed doctor with appropriate credentials.

Breath Alcohol Technician (BAT): The BAT shall be responsible for collection of breath samples for alcohol testing. The BAT shall be trained in the operation of the Evidential Breath Testing (EBT) device used to conduct the test.

Substance Abuse Professional (SAP): The SAP will evaluate the employee's situation, prescribe an appropriate treatment program, if necessary, and schedule unannounced follow-up testing once the employee has returned to duty.

Alcohol Testing: Means the use of a breath alcohol monitoring machine which is currently the Evidential Breath Testing (EBT) device.

102 TESTS; OTHER REQUIREMENTS

This policy covers the following type tests:

- a. Pre-employment
- b. Reasonable suspicion
- c. Post-accident
- d. Return to Duty
- e. Follow up Testing
- f. Random Testing

No alcohol may be consumed within four hours of performing the employee's duties.

103 RANDOM TESTING

A percentage equal to 50 percent of our covered driver positions shall be tested for drugs, and a percentage equal to 10 percent of our covered driver positions shall be tested for alcohol annually. Random drug and alcohol testing applies to all bargaining unit employees.

Regulations:

- a. All bargaining unit employees shall be subject to drug and alcohol testing on an unannounced and random basis. A refusal to submit to these tests shall be presumed as a positive test, subjecting the employee to disqualification and discipline, up to and including discharge.
- b. The Township shall administer drug tests equal to 50 percent of covered employees, each calendar year. Considering the number of positive tests, this requirement could be reduced by the Township after two years according to Federal regulations.

- c. The Township must administer alcohol tests equal to 10 percent of covered employees, each calendar year. Considering the number of positive tests, this requirement could be reduced by the Township after two years according to Federal regulations.
- d. Each bargaining unit employee shall be in a pool from which random selection is made. Each employee in the pool shall have an equal chance of selection and shall remain in the pool, even after the employee has been tested.
- e. An employee shall be selected for drug and alcohol testing by a computer software program. This selection process will be accomplished by the drug testing facility.
- f. The random drug and alcohol testing shall be spread through the twelve month period. The random selections should be done quarterly. The selection will occur, by the testing facility at a different time each quarter to insure against predictable selection dates.
- g. The Township shall submit a list of employees to the testing facility subject to random testing. This list shall include the employee's name, driver's license number, and their assigned random drug and alcohol identification number.
- h. The Township will then notify the employee that he/she has been selected for random testing on the morning of the test. The employee shall then report immediately to the testing facility.
- i. If test results are negative, all documentation other than that required by Federal Regulations regarding the testing will be destroyed.
- j. If the test results are verified positive, the MRO will not notify the Township's designated representative of a positive test result until he has first had consultation with the employee. The employee shall be removed from his/her position. The employee, within seventy-two (72) hours of receipt of actual notice from the MRO must request that the split sample be forwarded by the first laboratory to another independent and unrelated DHHS approved laboratory selected from a list approved by the Union for conformity testing of the presence of a drug. If the second (2nd) test is positive, and the driver wishes to use the rehabilitation option set forth in this policy, the driver or the Union shall reimburse the Township for the cost of the confirmation test before entering the rehabilitation program. If a driver requests that a split sample be tested, then disciplinary action will only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug. However, the driver will not be permitted to operate a Township vehicle once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. Any driver testing positive for drugs or alcohol in any DOT drug test shall be disciplined according to Section 107 with the opportunity for rehabilitation and consultation.

104 POST ACCIDENT

If an employee operating a Jackson Township vehicle is involved in: a) an accident where a fatality occurs; b) an accident in which an injury is treated, or c) an accident in which a vehicle is required to be towed from the scene; the driver shall as soon as practicable be tested for alcohol and controlled substances. In less severe types of accidents, an employee may be requested to be tested for alcohol and controlled substance depending upon the individual circumstances.

All employees who are responsible for an accident/injury in the work place that causes an injury to himself or to others requiring medical attention may be subject to Post Accident Testing. The Township can defer the test if it is determined the test is unnecessary.

A decision of whether or not to administer a post accident test shall be made by the employee's Department Head provided that he was not involved in the accident. If the Department Head was involved in the accident, the President of the Board of Trustees will make this decision. The determination shall be based on the best information available at the time.

An alcohol test should be administered within two (2) hours following the accident and the Township shall cease attempts to administer the test after eight (8) hours. Failure to submit to a test within eight (8) hours shall be deemed a refusal.

The urine sample for a post-accident drug test shall be collected as soon as possible and the Township shall cease attempts to administer a post-accident drug test thirty-two (32) hours following the accident. Failure to submit to a test within eight (8) hours shall be deemed a refusal. The employee shall not ingest any alcohol nor drugs until testing has been completed.

Implementation Procedures

- a. Any driver involved in a reportable accident as defined by this policy, shall notify the Employee's Department Head at the first available opportunity after the accident, at which time the driver will be advised to report to an appropriate collection site in order to provide the appropriate samples. To the extent possible, the driver should not transport himself to the collection site, but should arrange for someone else to transport him. However, if local law enforcement officials are on the scene of the accident and request the driver to undergo urine, and/or breath tests, the driver shall simply comply with those demands.
- b. In the event the driver is seriously injured and unable to provide the necessary samples, he/she shall authorize the health care provider to release to the Township any information necessary to indicate the presence of any controlled substance or alcohol in his system.
- c. The Department Head will be responsible to see that the employee knows he/she must report to a collection site for testing as soon as possible but no later than eight (8) hours after the accident.

Prior to such testing, employees shall be required to sign a form acknowledging testing and to sign for chain-of-custody. Failure or refusal to sign the acknowledgment form or to submit to these tests shall be presumed as a positive test, subjecting the driver to removal from service, which is cause for a charge of insubordination and will result in disciplinary action, which could include discharge.

The Township shall obtain and retain a copy of the completed Accident Report Form, including a notation of the citation, for any accident, and state whether testing is/is not required. This Accident Report Form will be kept in the Administrator's office. The Township shall retain a copy of results from the MRO. The Township shall retain a copy of the letter from an employee requesting a retest of the original sample.

105 PROCEDURES FOR REASONABLE SUSPICION TESTING

Reasonable suspicion testing shall be required when a trained supervisor suspects that an employee is under the influence of a prohibited substance. Reasonable cause test referrals shall be based on objective facts, circumstances or physical evidence, physical signs, symptoms or a pattern of performance or behavior, not on instinct or intuition.

An employee who is suspected of using a prohibited substance shall be administered a drug and/or alcohol test. NOTE: An employee is suspected of using a prohibited substance when a supervisor who is trained in the detection of prohibited substances use under this program policy can articulate and substantiate specific behavioral, performance or contemporaneous physical indicators or probable drug use.

A supervisor who has reasonable suspicion that an employee is unfit for duty because he/she appears to have ingested, inhaled or injected an illicit drug, or to have taken a prescribed drug in a manner inconsistent with the physician's direction for use, or has ingested an alcoholic beverage when reporting for or while off duty must:

- a. Prohibit the employee from working or continuing to work.
- b. Transport the employee, or make arrangements for transportation, to the designated medical facility identified by the Township for testing. After testing, arrangement should be made for safe transportation to the employee's residence or a place selected by a relative or friend of the employee.
- c. Prepare appropriate documentation and take appropriate disciplinary action.
- d. Supervisors are prohibited from demanding or encouraging drug or alcohol testing that does not follow the guidelines established in this policy. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit appropriate disciplinary action which could include discharge.
- e. The Supervisor shall call the Administrator. If unavailable, he shall call the Law Director.
- f. The Supervisor shall call a Union representative.

- g. If the employee refuses to submit to the test, warn the employee that he/she may not return to his/her covered position until he/she passes a test, and explain to him/her that a refusal to test is considered a positive test.
- h. The Township or supervisor cannot be expected to determine whether an employee has a substance abuse problem. Even treatment professionals have difficulty identifying such problems. Substance abuse problems can often be confused with emotional difficulties, reaction to stress, physical illness, and other causes.
- i. There are some behaviors, which suggest the possibility of an abuse problem. The presence of one of these behaviors probably does not mean the employee has a problem; the presence of several suggests that the employee does have a problem, whether it's substance abuse or something else. Some of the behaviors often found in people with substance abuse problems may include:
 - 1. Being continually late for work, especially after a day missed day.
 - 2. Displaying a change in safety record; more accidents or near-accidents, more safety violations, etc.
 - 3. Getting traffic tickets or warnings for speeding, reckless
 - 4. Driving, driving under the influence, etc.
 - 5. Displaying abrupt mood swings or unexplained, inconsistent changes in mood or energy level as the day goes on.
 - 6. Missing appointments.
 - 7. Increasingly missing work and calling in sick, particularly when the calls are made by the spouse, not the worker.
 - 8. Taking long breaks, particularly if there is a noticeable change in mood or energy level after the break.
 - 9. Disappearing at times throughout the day and not being able to account for those times.
 - 10. Becoming isolated from other workers or any other change in relationships with coworkers.
 - 11. Being unable to get along with coworkers or, in a previously friendly person, avoiding others.
 - 12. Although these are some symptoms that may indicate a problem, they are by no means all of them. A good rule of thumb is to investigate any situation that has a remote possibility of endangering the employee,

coworkers, and/or clients or any situation that an employee is not working responsibly.

106 TESTING PROCEDURES

The following test procedure shall apply to all employees:

- a. Urine specimens shall be collected at the approved laboratory as stated below in section (e), or at an accredited medical facility when necessary after an accident.
- b. A Union representative, if available, shall be allowed to accompany the employee to the test and observe collection, bottling and sealing of the specimen. The employee shall not be observed when the urine specimen is given. The Union representatives shall have not more than one (1) hour to report to the collection site. The Union shall provide the Township with three (3) Union representatives to contact. A Union representative contacted during work periods will not forfeit pay, and the representative contacted outside of work periods shall not be compensated by the Township for his/her time.
- c. All specimen containers, vials or bags used to transport the samples shall be sealed with evidence tape and labeled in the presence of the employee and/or Union representative, if present.
- d. The testing shall be done by a 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 Substance Abuse and Mental Health Services Administration of the U.S. Department of Health and Human Services. (53 Fed. Reg. 11970 4/11/88; as revised in 59 FR 29908 6/9/94, 62 FR 5118 9/30/97 and 66 FR 162 8/21/01).
- e. The Union and the Township may choose the laboratory to be utilized for toxicology testing on a yearly basis.
- f. The following standards shall be used to determine what levels of detected substances shall be considered positive. **NOTE:** These are current levels subject to change by Federally Mandated Regulations. Current Federal Regulations shall be controlling in case of change or conflict:

DRUG	SCREENING TEST	CONFIRMATION
Amphetamines AMP/MAMP	500 ng/ml Amphetamines	250 ng/ml G-MS
Marijuana Metabolites	50 ng/ml Delte-THC	15 ng/ml G-MS
Cocaine Metabolites	150 ng/ml Metabolites	100 ng/ml G-MS

Opiates Metabolites Codeine/Morphine	2000 ng/ml	2000 ng/ml G-MS
PCP (Phencyclidine)	25 ng/ml PCP	25 ng/ml G-MS
MDMA/ MDA/ MDEA	500 ng/ml	250 ng/ml
6 Acetylmorphine	10 ng/ml	10 ng/ml
Alcohol	.04 Breath .02 - .039 Breath will be removed from driving for 24 hours	

- g. Tests which are below the levels set forth above shall be determined as negative. If test results are negative, all non-required documentation regarding supervisor's observations and testing will be designated as unsubstantiated.
- h. At the time the urine specimen is collected two (2) samples will be taken. One (1) sample will be sent to the laboratory to be tested at the Township's expense. If the first sample tests positive then upon written request by the employee within 72 hours, the second sample shall be tested separately at an approved laboratory chosen by the test facility from the list agreed to by the Union. All test results are to be reviewed by the MRO before being released.
- i. Breath alcohol testing for covered employees, using the EBT device, with any result less than .02 alcohol concentration shall be considered a "negative" test. If any results test between .02 and .0399, the operator shall not be permitted to operate a Township vehicle for twenty-four (24) hours. A test result of .04 or greater shall be considered a "positive" test.

107 TEST RESULTS; DISCIPLINE

All test results shall be treated as confidential medical records.

If the results of the tests administered by the Township on the sample shows that the employee while on duty was under the influence of or drank, smoked, inhaled or injected alcoholic beverages, marijuana, cocaine, PCP, non-prescribed amphetamines or any other controlled substances, appropriate disciplinary action may be administered after the following procedure has been followed.

The employee and the Union shall be given a copy of the laboratory report of the specimen sample before discipline is administered. The employee, within seventy-two (72) hours of receipt of actual notice from the MRO must request that the split sample be forwarded by the first laboratory to another independent and unrelated SAMHSA approved laboratory selected from a list approved by the Union for conformity testing of the presence of the drug. Failure of the Union or employee to have a second test performed shall not be used against the employee as a basis for discipline or in an arbitration proceeding. For a first offense of the Drug and Alcohol Policy (alcohol over .04, drug any positive test) an employee will be given an opportunity to participate and successfully complete a rehabilitation program. For failure to participate in or successfully complete a rehabilitation program or for a subsequent offense, an

employee will be subject to discipline up to and including discharge. A Substance Abuse Professional can be mutually selected by the Union and the Township.

If an employee who has tested positive for drug or alcohol abuse under this policy is referred to an inpatient or outpatient treatment program, said employee shall sign a release of medical information statement and all drug test results, records of admission progress, discharge and after care will be forwarded to the Township. Records regarding rehabilitation will be kept in confidential files separate from personnel files. The employee will be permitted to work provided the recommended treatment program does not prevent the employee from working. Work continuation is dependent upon documentation of the employee's continued, successful participation in the recommended after care programs.

Employees who follow the recommendations of the counseling and rehabilitation program as established by the SAP will be required to provide a negative drug and/or alcohol test prior to returning to work. An alcohol test of over .02 is a positive test for these purposes. The employee is subject to unannounced testing that consists of at least six (6) tests in the first twelve months following the employee's return to duty. Based on the recommendation of the SAP, the Township may continue follow-up testing for an additional two (2) years.

108 VOLUNTARY ASSISTANCE

Employees can request to use vacation, paid sick leave, or medical leave of absence to voluntarily enter inpatient medically supervised rehabilitation facilities. Rehabilitation leave is subject to reasonable limitation and the Township's insurance policy.

109 SUPERVISOR TRAINING

Supervisors shall be trained:

- a. To recognize the symptoms of drug abuse, impairment and intoxication and to identify the elements of determination of reasonable suspicion.
- b. To effectively and appropriately intervene in reasonable suspicion instances.
- c. To identify basic categories of drugs and their effects.
- d. To understand the methods of the Township's drug and alcohol testing procedures.
- e. To effectively and appropriately document reasonable suspicion cases.
- f. To implement disciplinary measures appropriately.

200 DRUG TESTING FACILITY

To the extent possible, collection of urine and breath samples for such testing shall be performed by the collection sites whose sample collection protocol has been approved by the

Township and conforms to Federal regulatory requirements. The procedures and methodology in such testing shall be in accordance with governing Federal regulations.

201 MEDICAL REVIEW OFFICER (MRO)

A Medical Review Officer's duties and determinations shall fully comply with the Mandatory Guidelines for Federal Workplace Drug Testing programs issued by SAMHSA:

202 SUBSTANCE ABUSE PROFESSIONAL (SAP)

SAP duties and determinations will fully comply with the Mandatory Guidelines for Federal Workplace Drug Testing programs issued by SAMHSA.

203 BREATH ALCOHOL TECHNICIAN (BAT)

The training and the duties of the BAT will be equivalent to the DOT's program.

204 APPROVED LABORATORIES

The approved laboratories shall be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). They will analyze urine specimens to meet federal drug testing requirements.

205 COLLECTION AGENCY

The collection agency shall have qualified collection site personnel and shall follow DOT collection procedures.

206 EMPLOYEE ASSISTANCE PROGRAM

The only obligation the Township has to the employee is that the Township refers the employee to a source for these Services.

207 ANTI-DRUG PROGRAM MANAGER

The Jackson Township Administrator shall be designated as the anti-drug program manager and confidant with Tracy R. Hogue as alternate. The results of tests shall be passed on to her or her alternate.

301 NEW EMPLOYEES

The Township will notify all applicants in writing that passing a drug test for marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines shall be a condition for employment. Upon selection, the candidate will be sent to the collection site for testing. If the candidate does not pass the test, the second desirable candidate will be tested.

The Township will contact the prior employers of the candidate to review testing results of the past two (2) years. The candidate must permit this inquiry. If applicable, the employer will review the candidate's compliance with any prior substance abuse professional.

302 CONFIRMATION TEST

The Township will hire a candidate only when written confirmation of negative test results has been received by the Township's designated representative from the Medical Review Officer (MRO).

303 SCOPE

All persons will be tested under this category before they are hired or can be assigned into a covered position.

JACKSON TOWNSHIP POLICE DEPARTMENT PROMOTIONS

The only purpose of the within procedure is to provide information to the Board of Trustees in the exercise of their discretion pursuant to ORC Section 505.49 to “adopt rules necessary for the operation of the township police district, including a determination of the qualifications of . . . patrolmen, and others to serve as members of the district police force” and “determine the number of patrolmen and other personnel required for the district, and establish . . . conditions of employment for the employees of the township police district” and ORC Section 509.01(A) “to designate any qualified persons as police constables” and in the exercise of their discretion pursuant to the ORC Chapter 504, in their sole determination of what, if any, persons will be appointed and/or promoted to the position of full time sergeant. The Board of Trustees do not intend that the establishment of the following informational procedure will in any manner affect or modify the statutory authority granted to them by the ORC Sections 505.49, 509.01, ORC Chapter 504 or other law or delegates any of the such authority to any person.

Those individuals, who will have completed a minimum of five years full time service from the date of their full time appointment as of date of this notice of examination, with the Jackson Township Police Department shall be eligible to participate in the promotional process.

The method of selection of person(s) to fill full time sergeant vacancies within the police department shall be by the following procedures:

STEP 1 Application.

- A. An application shall be obtained from the Chief’s office.
- B. The application is to be completed and returned to the Chief within 10 days of the posting of the opening or upcoming written examination.

STEP 2 Applicants will be required to take a written examination.

- A. Subject material and knowledge to be evaluated in the written exam consists of the following:
 1. General knowledge, operations within the police department, Rules and Regulations, policy procedures and bargaining unit contractual references.
- B. Only those candidates who have obtained at least a score of 70 on the written knowledge test shall be permitted to continue in the selection process.
- C. The testing authority will notify the management team of the officers that pass the examination without revealing actual test scores until the management team evaluation is complete.

STEP 3 Management Team Evaluation.

- A. An evaluation of all remaining candidates will be done by the Management Team. The Management Team will consist of two Sergeants, a Lieutenant, a Major and the Chief.
- B. A maximum of 10 points shall be awarded in the evaluation. Items to be considered by the team:
 - 1. Two most recent evaluations.
 - 2. Education/specialized training.
 - 3. Interpersonal/leadership abilities.
 - 4. Attitude/initiative.
 - 5. Department record.
 - 6. Decision making abilities.

STEP 4 Credit for years of employment.

- A. .32 points shall be added to the written test score for each full year as a full time patrol officer with Jackson Township.

STEP 5 All applicants will be notified in writing of their written test score and points awarded for years of service and the management team evaluation. This notification will include their position on the eligibility list.

STEP 6 For each position vacant, five officers will be considered in order of ranking. Should an officer be promoted, terminate his employment or withdraw his name from the eligibility list, the officers remaining, which are below the officer removed or selected, shall move forward in ranking.

- A. The Jackson Township Board of Trustees, using the information gathered through the above processes and exercising the authority and sole discretion granted to them described in the first full paragraph of this notice, which is incorporated herein, will establish an eligibility list specifying the order in which candidates will be considered for appointment to vacancies existing within the full time sergeant rank. The Trustees will appoint and/or promote persons to the sergeant's position, within their sole determination and discretion, in accordance with authority granted to them by ORC Sections 505.49, 509.01 and ORC Chapter 504 as described in the first full paragraph of this notice.
- B. The eligibility list shall be active for two years from its official posting date as issued by the Jackson Township Board of Trustees.