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**AGREEMENT BETWEEN**  
**BOARDMAN TOWNSHIP**  
**AND THE**  
**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA)**  
**RANK**

**JANUARY 1, 2012, THROUGH DECEMBER 31, 2014**

**SERB CASE NUMBER:**

**2011-MED-10-1483**

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## PREAMBLE/PURPOSE

**Section 1. Parties.** This agreement is made between the Township of Boardman, hereinafter referred to as the "Township," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Association" or the "Union."

**Section 2. Purpose.** This agreement is made for the purpose of promoting cooperation and harmonious relations between the Township and its police employees.

## ARTICLE 1 RECOGNITION

**Section 1. Recognition.** The Township hereby recognizes the Ohio Patrolmen's Benevolent Association as the sole and exclusive bargaining agent of all sworn police officers employed by the Township of the rank of sergeant and above, for the purpose of collective bargaining about any and all matters related to wages, hours and working conditions.

**Section 2. Inclusion.** The bargaining unit shall include all sworn police employees of the rank of sergeant and above.

## ARTICLE 2 SEVERABILITY

**Section 1. Severability.** Should any part of this agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation shall not invalidate or affect remaining portions thereof. In the event that this occurs, the parties agree to meet for the purpose of discussing a mutually acceptable alternative to the invalidated language. Should the parties be unable to agree, either party may execute a notice to negotiate pursuant to R.C. 4117.

## ARTICLE 3 MID-TERM BARGAINING

**Section 1. Waiver.** To the extent that the parties have negotiated and reached agreement over an issue, no changes in this Agreement shall be negotiated during the duration of this Agreement unless there is a written accord by and between the parties hereto to do so. The written accord shall contain a list of those matters to be subject of such negotiations. Any negotiated changes to be effective and incorporated in this Agreement must be in writing and signed by the parties.

**Section 2. Mid-Term Bargaining.** If the Employer is contemplating any changes that would effect wages, hours, or other terms and conditions of employment for bargaining unit members not otherwise provided for in this Agreement, then the Employer, prior to making such change, shall inform the Union of the proposed change and negotiate with the Union over the effects of such action. In the event that the parties are unable to reach agreement over the effects of such change, the Employer may implement and the Union shall have the ability to grieve the reasonableness of the Employer's decision.

**ARTICLE 4  
MANAGEMENT RIGHTS**

**Section 1. Management Rights.** Except to the extent otherwise limited or modified by this Agreement, the Township retains the right and responsibility:

- A. To direct the work of police officers;
- B. To determine the mission of the police department and the personnel, methods, means and procedures necessary to most efficiently fulfill that mission;
- C. To determine the size and composition of the work force;
- D. To suspend, demote, discipline or discharge officers for just cause;
- E. To take actions as may be necessary to carry out the mission of the police department in emergencies;
- F. To hire, schedule, transfer and assign officers in accordance with law and the provisions of this Agreement;
- G. To recruit, select and determine the qualifications and characteristics of new officers;
- H. To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient governmental operations;
- I. To train or retrain officers as provided, however, that the Chief of Police will confer with a committee designated by the Association comprised of no more than two (2) bargaining unit members in formulating training and retraining policies; and
- J. To do all other things which the Township Trustees deem necessary and proper in the operation and management of the police department.

**ARTICLE 5  
DUES DEDUCTIONS/FAIR SHARE FEES**

**Section 1. Union Membership.** All employees in the bargaining unit shall be eligible to become members of the Union and to retain such membership.

**Section 2. Dues Deduction.** The Township, pursuant to law, will deduct monthly dues, assessments, and initiation fees as designated by the treasurer of the Union. This is to include uniformly required membership dues and assessments of the Union. Deductions are to be made on the basis of individually signed authorization check-off cards unless otherwise provided by law. The Township will deduct back Union dues upon obtaining an employee signature on an authorization card specifically for this purpose, and the deductions shall be transmitted to the Association no later than ten (10) days following the end of the first pay period of each month.

**Section 3. Indemnification.** The Union shall defend and indemnify the Employer against any and all claims or demands against it arising out of these deductions.

**Section 4. Fair Share Fees.** In recognition of the Association's services as the bargaining representative, all employees of the bargaining unit not electing membership shall share in the financial support of the Association by paying to the Association a fair share fee. The assessment and collection of all fair share fees, including but not limited to automatic payroll deductions, shall be in accordance with the Ohio Revised Code Section 4117.09(C). The deductions shall be transmitted to the Association no later than ten (10) days following the end of the first pay period of each month.

**Section 5. Fair Share Fee Deduction Procedure.** Sixty (60) days after the commencement of employment, employees not electing to hold membership in the Union will as a condition of employment pay the Union a fair share fee. The Union warrants to the Employer that it shall administer its fair share fee rebate procedure in accordance with state and federal law. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure.

## ARTICLE 6 NON-DISCRIMINATION

**Section 1. Non-Discrimination.** Neither the Township, its agents, agencies or officials, nor the Association or its agents or officers, will discriminate against any police officer on the basis of age, sex, marital status, race, color, religion, national origin, political affiliation or handicap as provided under state or federal law.

**Section 2. Union Status.** The Township agrees not to interfere with the desire of any sworn police officer to become or remain a member of the Association. The Union agrees that it shall not discriminate against any sworn police officer based on his desire to refrain from or discontinue membership in the Union.

**Section 3. Gender Neutral.** All references in this Agreement to the male gender shall be construed to be equally applicable to females.

## ARTICLE 7 APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES AND DIRECTIVES

**Section 1. Promulgate Work Rules.** The Association recognizes that the Township, in order to carry out its statutory mandates and goals has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, to regulate the personal conduct of employees while at work and the conduct of the Township's services and programs.

**Section 2. Access to Work Rules.** The Township agrees that to the extent any work rules have been or will become reduced to writing, every member shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished directly to each bargaining unit member. Should any work rules conflict with law or with the specific provisions of this Agreement, such rules shall be invalidated to the extent of this conflict.

**Section 3. Application of Work Rules.** It is the Township's intention that work rules, policies and directives are to be interpreted and applied uniformly to all employees under similar circumstances. Any member against whom such rules, policies and directives enforced may challenge their uniformity of application or interpretation as to him.

**Section 4. Furnish Copy of Work Rules.** The Township shall furnish all members of the Association with a copy of its existing work rules, as soon as available, and a copy of this Agreement. Failure to provide a copy of such rules will deem disciplinary action for the violation of any of the rules null and void, until such time that the members are furnished with a written copy of said rules. Electronic and/or computerized distribution of work rules and/or regulations shall satisfy the distribution requirement of this section.

**Section 5. Work Rules to New Members.** All new members for the duration of this Agreement shall be supplied with a personal copy of all work rules, policies and directives.

**Section 6. Preparation of Work Rules.** The Township may permit participation by the Association in the preparation and promulgation of the work rules and procedures governing the Department.

## ARTICLE 8 NO STRIKE/NO LOCKOUT

**Section 1. No Strike.** The Association agrees that neither it, its officers, agents, nor representative will authorize, instigate, cause, aid, condone or participate in any strike or work stoppage by its members for the duration of this Agreement. The Trustees understand that this no-strike commitment by the Association shall not apply to any item which is contractually subject to negotiation by the parties during the contract term, and that the no-strike provision is not an expressed or implied acquiescence by the Trustees that police officers have the right to strike under Ohio law.

**Section 2. No Lockout.** The Township agrees that neither it, its Trustees, officers, agents, nor representative will authorize, instigate, cause, aid, condone or participate in any lockout of bargaining unit members.

## **ARTICLE 9 DISCIPLINE**

**Section 1.** The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No employee shall be disciplined except for just cause. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning.
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Demotion.
6. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

**Section 2.** Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, failure of good behavior, any conduct unbecoming a representative of the Employer, violations of Township or department work rules, policies, procedures, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

**Section 3.** Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

**Section 4.** Whenever the Employer determines that an employee may be suspended, reduced in position, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held within twenty-four (24) hours, between management and the employee.

The employee may be accompanied by a Union steward or officer during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

**Section 5.** Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within the applicable timelines of the grievance procedure from receipt of the notice of discipline by the employee. Disciplinary actions not involving a loss in pay may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

**Section 6.** Any employee under indictment or arrested for a felony shall be placed on an administrative leave of absence with pay until resolution of the court proceedings or administrative action is taken. An employee found guilty by trial court may be summarily discharged, and any accrued unused leave will be forfeited to offset the time spent on administrative leave. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this article. An employee under indictment is specifically prohibited from working an off-duty job that may require the exercise of his police powers/authority.

**Section 7.** Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning and Written Reprimands	twelve (12) months
Suspensions or Reductions	twenty-four (24) months

## ARTICLE 10 GRIEVANCE AND ARBITRATION PROCEDURE

**Section 1. Definition.** A grievance is defined as an allegation that there has been a breach, misinterpretation, or misapplication of an article or section of the parties' Agreement.

**Section 2. Contents.** A grievance must: (1) identify the specific section of the contract which is the subject of the grievance; (2) generally provide as clear as possible the alleged violation of the contract; (3) state the remedy requested.

**Section 3. Time Limits.** A grievance may be started by the employee or the Association representative starting at Step One, or by the Association starting at Step Two. Grievances must be started within seven (7) calendar days following the occurrence that initiated the dispute, or the discovery of the occurrence which led to the dispute, not to exceed thirty (30) calendar days.

**Section 4. Procedure.** Nothing in the below procedure should be construed to prohibit an employee from informally discussing a matter with his immediate supervisor prior to initiating a formal grievance. The below procedure shall be used for processing grievances.

**Step One.** If a police officer has a dispute with the Township, he may elect, within seven (7) calendar days after the occurrence initiating the dispute or the discovery of the occurrence which led to the dispute, but in no case more than thirty (30) calendar days from the date of the event giving rise to the dispute, file a written grievance with his immediate supervisor. The supervisor shall respond to the police officer within seven (7) calendar days from the date that the grievance was filed.

**Step Two.** If a police officer is not satisfied with the response of the supervisor given at Step 1, or if the supervisor fails to respond to the grievance, the police officer or the Association may submit the grievance in writing to the Chief of Police, or his designated representative, within seven (7) calendar days of the date of receipt of the supervisor's response in Step 1.

When the Chief of Police receives the grievance, the Chief or his authorized designee shall arrange a meeting with the grievant and the Association within seven (7) calendar days to discuss the grievance. The Chief/designee shall render his decision in response to the grievance no later than seven (7) calendar days after the above prescribed meeting. This decision must be in writing and signed by the Chief of Police or his authorized representative.

If the police officer or the Association is not satisfied with the decision of the Chief of Police or his authorized representative, or if the Chief/designee fails to respond, the grievant or the Association may then process the grievance to Step 3 within seven (7) calendar days from the date the response was given or due.

**Step Three.** Within twenty (20) calendar days from receipt of the grievance, the Administrator/designee shall either grant the remedy requested by the employee, deny the grievance, or hold a meeting to evaluate and decide the grievance. If held, the grievant and/or representative of the Association shall be allowed to attend the meeting. The Administrator/designee shall make a decision in writing and transmit a copy of same to the Association and the affected police officer.

**Section 5. Arbitration.** Within seven (7) calendar days from the receipt of the decision of the Administrator/designee, the grievant may appeal said decision to arbitration by notifying the Employer in writing. This appeal to arbitration is conditioned on the signed approval of the President of the Association.

**Section 6. Selection of the Arbitrator.** Within twenty (20) calendar days from the receipt of the request for arbitration, the parties shall mutually confer for the selection of an arbitrator. If the parties fail to agree, the Employer or the Union may request a panel of fifteen (15) Ohio Resident, National Academy Certified arbitrators from the American Arbitration Association (AAA). Once AAA submits the panel of arbitrators to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the AAA. Each

party may reject one (1) list and request another list.

**Section 7. Hearing Procedure.** The arbitrator shall conduct a hearing on the grievance within sixty (60) calendar days after he is selected as arbitrator. The hearing shall be in Boardman, Ohio.

If the question of the arbitrability of the issue is raised, the arbitrator shall rule first on this question. If the arbitrator rules that the grievance is arbitrable, he then shall proceed to conduct a hearing on the merits.

The arbitrator shall make his written decision on the grievance within thirty (30) days after conclusion of the arbitration hearing process. The arbitrator's decision shall be binding on the Township, the Association, and the grievant.

**Section 8. Arbitration Costs.** The arbitrator's fees and other expenses shall be borne equally by the Township and the Association, except the cost associated with the appearance of the witnesses, attorneys, the production of documents, or other fees, whether they be for consultants or otherwise, shall be borne solely by the party which calls the witnesses or employs the attorneys or consultants.

**Section 9. Time Limits and Forfeitures.** If the grievant fails to advance his grievance to the next Step within the times limitations provided in this article, the decision by the Township's representatives at the previous step shall then be conclusive.

If the Township, through its representatives and agents, fails to hold a meeting, hearing or file a decision within the time limits provided herein, the remedy requested shall be awarded to the grievant, provided that it is commensurate to the alleged contractual violation.

Grievances resolved for the reason that either party failed to act within the prescribed time limitations shall not be considered precedent. If a deadline for acting/responding to a grievance falls on a non-business day (i.e., weekend, holiday), the deadline shall be extended to the next business day.

**Section 10. Grievance Processing.** In all steps of the above grievance procedure the grievant shall be required to prepare the copies of the grievance and the Township shall be required to acknowledge receipt. The Township shall provide copies verifying receipt to the Association or the grievant.

The grievant may, at any time, withdraw his grievance. Time limits may be extended at any time, by mutual agreement of all parties.

**Section 11. Township Grievance.** In the event the Township believes it self aggrieved because of any matter in connection with this Agreement, or because of failure of members of the Union to comply with the terms of this agreement, it shall through its authorized representatives, reduce its complaint or grievance to writing and present it to the Supervisor's Union Grievance Committee. Thereafter, the Township shall follow the procedures for advancing the grievance

and will proceed to step three.

## ARTICLE 11 REDUCTION IN FORCE & RECALL

**Section 1.** It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the Boardman Township Municipal Civil Service Commission governing work force reductions.

**Section 2. Notice.** Whenever the Employer determines that a lack of work, lack of funds, or reorganization in the operations of the Employer requires a reduction in force (i.e., layoff or job abolishment), the Employer shall notify the affected employee(s) in writing at least thirty (30) calendar days prior to the date of the reduction. Upon the request of the OPBA or Association, the Township agrees to discuss, with representatives of the OPBA or Association, the impact of the layoff on bargaining unit employees.

**Section 3. Procedure.** When a reduction in force is to be made within the force, it shall occur by classification/rank with members being afforded bumping rights as set forth herein. The Employer shall determine in which classification/rank the reduction is to take place. Within the affected classification/rank, the member with the least amount of classification seniority will be the first reduced.

**Section 4. Bumping Rights.** A ranking officer residing in a higher classification/rank within the Boardman Township Police Department, who is subject to reduction, may utilize his bargaining unit seniority, if possible, to displace a unit member with a lesser amount of bargaining unit seniority residing in a lower classification/rank. Employees reduced to a lower rank shall be placed on the classification seniority list for the classification into which they bump based on their bargaining unit seniority. A bargaining unit member that attempts to bump into the sergeant classification unsuccessfully or who is displaced from the sergeant classification may attempt to utilize his departmental seniority to displace the officer with the least amount of departmental seniority in the patrol officer classification.

**Section 5. Recall Rights.** Members shall remain on a layoff list for three (3) years, and the Township shall recall from that list in the reverse order in which members were laid off. Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

## ARTICLE 12 PERSONNEL FILES

**Section 1. Personnel Files.** It is recognized by the parties that the Township may prescribe regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the Township. However, every member shall be allowed to review his personnel file at reasonable time upon request. If a member is involved in a dispute regarding which matters in his personnel file may be material, any Association representative will also be granted access to the members personnel file at reasonable times where such access is authorized, in advance, by the employee/member.

**Section 2. Inaccuracies.** For the duration of this Agreement, and any extension thereof, if a member, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he has access, the member may write a memorandum to the Chief of Police or his designee explaining the alleged inaccuracy. If, upon investigation, the Chief of Police or his designee sustains such allegations, he shall do one of the following:

- A. The member's memorandum shall be attached to the material in question and filed with it and the Chief, or his designee, may note thereon his concurrence; or
- B. The Chief of Police or his designee shall remove the inaccurate material from the personnel file, if he feels that its inaccuracies warrant such removal.

**Section 3. Clarification.** For the duration of this Agreement and any extensions thereof, any new material placed in a member's personnel file, after the effective date of this Agreement, may be reviewed. If such material is not accurate (see section two (2) above) but the member feels that a clarification is necessary, the member may submit to the Chief or his designee a written clarification or explanatory memorandum not to exceed one (1) page in length. Should such memorandum not contain derogatory or scurrilous matter regarding the administration or any other employees, the Chief or his designee will immediately arrange to have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

**Section 4. Privacy.** Members will be notified and may be present or have a designee present whenever an individual not normally authorized, views a members personnel file. Any matter in the personnel file that is not public under Federal and the State of Ohio Public Record Laws shall not be made available for inspection.

**Section 5. Removal of Reprimand Letters.** At the request of the member, letters of reprimand older than five (5) years may be removed from the members personnel file and forwarded to the Township Records Commission for proper destruction. Actions which result in loss of money will remain on file indefinitely but items older then two (2) years from the date of incident will not be used against a member for future discipline or promotion unless a pattern of similar policy violations occur more than one time in a two year period. The loss of accumulated time will be considered the same as a letter of reprimand.

**ARTICLE 13  
UNION ACTIVITY**

**Section 1. Delegates to Conventions.** Duly elected Association delegates or alternates to the annual conventions, President's Conferences, and/or Executive Board meetings of the Association, who are in the bargaining unit, shall be granted time off without pay for the purpose of participating in such conventions.

**Section 2. Association Director.** The Township agrees to provide the Director of the Association time off with pay for a period of four (4) days per year, to attend recognized seminars, meeting, and conventions of the Association. Such leave shall not generate overtime.

**Section 3. Scheduling Notice.** The Association shall give the Township as much notice as practicable of the dates needed off for the recognized seminars, meetings, and conventions of the Association.

**ARTICLE 14  
LABOR MANAGEMENT MEETINGS**

**Section 1.** In the interest of sound labor management relations, there will be established a Labor Management Committee (LMC), consisting of three (3) representatives of the Employer and three (3) representatives of the Union.

**Section 2. Meetings.** The committee will meet once every quarter or within fourteen (14) days of a request by either party.

**Section 3. Subject Matter.** The LMC shall not be construed as a substitute for the grievance procedure. The parties shall provide each other with an agenda of the issues to be discussed at least one (1) week prior to the scheduled date of the meeting. The purpose of such meetings shall be:

- A. to make a good faith effort to keep the Association informed of all matters having an effect upon the employment relations and/or working conditions of employees in the bargaining unit;
- B. to discuss the administration of this contract;
- C. to disseminate general information of interest to the parties;
- D. to give the Union representatives the opportunity to share the view of its members and/or make suggestions on subjects of interests to its members;
- E. to discuss ways to improve efficiency and work performance;
- F. to discuss training, education, and development opportunities;
- G. to consider policies relative to safety standards and equipment.

**ARTICLE 15  
BULLETIN BOARD**

**Section 1. Bulletin Board.** The Township shall provide a bulletin board at the police station for the exclusive use of the members of the bargaining unit.

**ARTICLE 16  
HEALTH AND SAFETY**

**Section 1. Safe Working Condition.** The Township agrees to furnish and to maintain in safe working condition, all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each police officer. Members are responsible for immediately reporting any unsafe conditions or practices to the immediate supervisor, and for properly using and caring for all tools and equipment furnished by the Township.

**ARTICLE 17  
SENIORITY**

**Section 1. Definitions.**

- A. **Total Seniority.** Total Seniority is the total service of a member with the Township. Total service shall include all periods during which a member was in full-time service, and all periods during which a member was in part-time service, but prorated to the equivalent of full-time service. (For example: a member working twenty (20) hours per week for one (1) year will accrue one half (1/2) year of seniority.) Members off the payroll due to suspension or leave of absence will not accrue seniority or any other Township benefit, including vacation time entitlement, with the exception of a (3) months paid hospitalization coverage. However, if the member appeals the suspension and is reinstated, they will receive all Township benefits lost during the suspension period, including vacation time entitlement.
- B. **Bargaining Unit Seniority.** Bargaining Unit Seniority is the total service of a member as a member of the Ranking Officers Bargaining Unit with Boardman Township.
- C. **Classification Seniority.** Classification seniority is computed as the total service of a member within a specific rank. (i.e. sergeant, lieutenant, captain, etc.)
- D. **Departmental Seniority.** Departmental seniority is the total full-time service of a member as a sworn police officer, including pro-rated part-time service, with Boardman Township.

**ARTICLE 18**  
**PRESERVATION OF RANK/PROMOTIONS**

**Section 1. Rank Structure above the Rank of Patrolman.** The Township agrees to maintain two (2) Captains, three (3) Lieutenants, and eight (8) Sergeants positions. To the extent that there exist any vacancies above the rank of patrolman exceeding the baseline structure, those positions are deemed abolished upon the departure of the current incumbent or previous incumbent if the position was vacant as of the execution date of this Agreement. It is the intent of the parties to preempt R.C. 124.44, R.C. 124.321-124.328, R.C. 124.37, and any other applicable civil service statute or rule having to deal with the filling and abolishment of positions above the rank of patrolman with this language. However, in no event shall the number of promotional opportunities and guaranteed minimum provided in this section restrict the Township's ability to implement a reduction in force in accordance with Article 11 and the order of layoff provided therein. This language only restricts the Employer from abolishing positions in the ranks above patrolman, not initiating a layoff, where a temporary vacancy may be created.

**Section 2. Promotional Procedure.** After the composition of the promoted ranks in the police department reaches the baseline rank structure, as set forth in Section 1, the parties agree that future promotions will be conducted in accordance with the local civil service law.

**Section 3. Promotional Exams/Seniority.** When a supervisor takes a promotional exam for the rank of Lieutenant or Captain, only their time at the Boardman Police Department will count for seniority points.

**ARTICLE 19**  
**SHIFT BIDDING**

**Section 1. Patrol Bidding.** The bidding of shifts will be done by seniority for all supervisors assigned to the Patrol Division as shift commanders or supervisors. Time in rank will determine seniority.

**Section 2. Bid/Schedule Adjustments.** The Union recognizes the right of the Chief of Police to adjust a supervisor's schedule to meet the operational needs of the Department, which includes but is not limited to avoiding overtime, meeting holiday scheduling obligations, etc.

**Section 3. Bid Procedure.** The bidding process will be completed every (6) months. Supervisors will continue to pick weekly days off prior to the publication of each new monthly schedule, subject to restrictions during the week of a designated holiday in Article 32, Section 3. Supervisors newly assigned as shift commanders or supervisors between bids will be assigned to the open slot.

**Section 4. Special Assignments/Other Divisions.** The bidding process will not apply to supervisors in special assignments within the Patrol Division or to supervisors assigned to divisions other than the Patrol Division.

**ARTICLE 20  
SUPERVISOR STAFFING**

**Section 1.** Pursuant to this Article and Article 24, Section 4(D) the Employer agrees that each shift will be staffed with a supervisor.

**ARTICLE 21  
SCHEDULING**

**Section 1. Scheduling Officers.** The Union recognizes the right of the Township to schedule officers for work. Ideally, the desire is to schedule as many officers as practical in order to maintain a prompt response to calls for service and for proper support for those officers working. This effort, however, is often diminished by factors such as IOD leave, vacation, sick time, training, and in particular, the use of accumulated time.

In consideration for the continuation of the practice of accumulating time, the Union agrees that: (a) minimum staffing levels have been established to maintain prompt response to calls for service and for proper support for those officers working, so minimum staffing levels may be grounds for denying the use of accumulated time off; and (b) the Township may establish staffing requirements, higher than current minimum manning standards, to maintain prompt response to calls for service and for proper support for those officers working that may be grounds for denying the use of accumulated time off. The Union agrees that this practice will not be viewed as setting new minimum manning standards and this matter will not be a subject for grievances as long as they are uniformly applied.

**Section 2. Compensatory Time Scheduling/Cash-out.** Where the use of accumulated time off has been denied because of staffing levels, the employee shall be offered an alternative day within the next thirty (30) days for use of the requested accumulated time off, or shall be offered cash payment for the number of hours denied at the employee regular rate of pay, and those hours will be deducted from the member's A/T balance or the employee may withdraw the A/T request. The parties agree that thirty (30) days constitutes a reasonable time period for offering an alternative A/T day under the Act. Except as otherwise specifically restricted by this Agreement, the Employer retains all its rights to manage the administration of compensatory time under Federal Law. Once granted, leave days shall not be cancelled except in case of emergency.

**Section 3. Holiday Scheduling Adjustments.** The Chief of Police shall determine the number of members in the uniformed division who will work the holiday shift on the basis of classification seniority by providing the most senior member that has not yet had the opportunity to work five (5) holidays under Article 32, Section 3, the first opportunity to select or reject such work. The parties recognize that the Chief of Police may adjust the schedule and days off, in accordance with its operational needs, to allow for the opportunity to work on a holiday.

**Section 4. Work Schedule Posting/Adjustments.** The Township shall conspicuously post at least seven (7) days in advance the regularly assigned hours, work days and shift assignments of all members. Changes in work schedules shall be made only to meet the operational needs of the

Township and as soon as practical when the change is discovered or realized, and shall not be made arbitrarily.

**Section 5. Vacation/Compensatory Time Scheduling.** For the purpose of vacation weeks, members with the greatest seniority in their respective classification and division shall be given priority of preference. Selection of weeks may be locked in during the annual bid period or by submitting the full week request 5-10 days prior to the positing of the schedule. Full week requests shall take precedence over single day requests for time off provided that they are submitted during the submission period. For the purpose of vacation days and A/T days, it shall be granted on a first-come, first-served basis, regardless of seniority after the submission period.

## **ARTICLE 22 HOURS OF WORK**

**Section 1. Normal Workday/Workweek.** Eight (8) consecutive hours per day, which shall include a thirty (30) minute paid lunch period, shall constitute a normal work day. Forty (40) hours per week shall constitute a normal work week based on five (5) eight (8) hour work days and two (2) days off.

By mutual agreement of the Township and the Association, a work schedule plan involving four (4) ten (10) hour work days can be placed into effect and the Association agrees to forego the overtime provision of the Agreement with respect to the final two (2) hours of such shift.

## **ARTICLE 23 CALL-OUT PAY**

**Section 1. Reporting to Work.** Members who report to work within two (2) hours of the start of their shift, or are held over at the end of their shift, will receive compensation at time and one half (1 1/2) of their hourly rate for all time in excess of eight and one-half (8 1/2) hours.

**Section 2.** A bargaining unit member who reports to work beyond the two (2) hours before the start of shift, shall be paid a minimum of 2.66 hours at time and one-half (1 1/2) at the hourly rate of pay. A member called out beyond the two (2) hours of the start of their shift will be excused after completing the task they were called out for, and may request that their time be credited in their accumulated time bank.

## **ARTICLE 24 OVERTIME/COURT TIME**

**Section 1. Contractual Overtime.** Overtime shall consist of any time worked in excess of a normal work day or normal work week as defined in this Agreement. A bargaining unit member shall be paid one and one-half times (1 1/2) the appropriate rate of pay for any time in excess of eight and one-half (8 1/2) hours per day or forty (40) hours in a week.

**Section 2. Contractual Overtime Computation.** Overtime will be computed after thirty minutes and for those members who work over thirty minutes, the entire actual amount of overtime will be computed at time and one-half.

**Section 3. Overtime Compensation.** Each bargaining unit member shall be paid an amount equal to one and one-half (1 1/2) times his normal hourly base pay rate or, at the option of the member, shall receive credit for compensatory time equal to one and one-half (1 1/2) times the number of overtime hours actually worked. Members that are called to work which is connected to the beginning or ending of their shift will continue to receive the appropriate cash compensation.

**Section 4. Overtime Scheduling.** The Township shall maintain a separate overtime ledger for each bargaining unit, which shall include all overtime offered to, or worked by, a member of the bargaining unit.

The ledger will include all hours worked by the bargaining unit member in excess of the work day or work week. The overtime call-out ledger shall reflect "0" for all members in terms of total accumulated overtime hours worked, effective with the acceptance of this agreement, and will run for the duration of the contract.

This ledger shall continue to be tracked for the duration of this contract. When the Employer determines that patrol overtime is necessary, it shall be offered to a bargaining unit member in the following manner if the hours to be worked are greater than four (4) hours.

- A. The member with the lowest number of hours in the overtime ledger shall be offered first opportunity to work the overtime. The Road Supervisors shall be afforded the opportunity to work the overtime hours. In the event the Road Supervisors turn down the overtime, it will be offered to the Plain Clothes Supervisors.
- B. In the event that more than one member has the same number of hours in the overtime ledger, then seniority shall prevail.
- C. Once the call out list has been exhausted and no members agree to work the shift, then any contractual manning requirement if applicable, except that of having a supervisor on each shift, shall be suspended for the duration of that shift, and the Employer, at its sole discretion, may choose to fill the overtime in the manner that it determines best suits its operational needs.
- D. However, notwithstanding part C, a shift will always be staffed with a supervisor. If after an overtime call out for a supervisor, none is available, the Employer may order the lowest ranking supervisor with the least seniority on the shift preceding the vacancy and scheduled to work the shift following the vacancy to split the open shift, four (4) hours each.

E. **Plain Clothes Division Overtime.** If an overtime position within the Plain Clothes Division must be filled, it will be filled with an officer assigned to that division. An overtime call out made for reasons not clearly investigative or patrol related will be made on the basis of the entire ranking officers call out list; the overtime going to the officer with the least amount of hours. The Township will make an effort to equally and fairly distribute scheduled overtime. Before an individual may file a grievance under this section he must show a pattern of a failure to follow the written rules and regulations to that specific individual filing the grievance. A pattern is defined as two (2) or more instances in a two (2) year period. The burden rests with the grieving party to prove he was harmed.

**Section 5. Court Time.** Police officers, as part of their employment, must appear in court. When an officer is required to appear in court outside his/her regular working hours, the officer will be paid time and one-half (1 1/2), with a three (3) hour minimum. Payment of court time is limited only to appearances resulting from the actions of a member while on duty as a Boardman police officer. Payment of court time excludes appearances for arrests resulting from other employment.

Members agree to follow departmental rules regarding checking before attending court. Members must follow instructions on any subpoena. Failure to follow the instructions on subpoenas, failure to check the court list as required, or failure to attend court in appropriate and professional attire will result in loss of compensation for court and/or other disciplinary action.

**Section 6. Overtime Compensation Restriction.** An employee who works an additional shift will not receive overtime compensation if the employee fails to work an assigned shift sixteen (16) hours before or sixteen (16) hours after the starting or ending of the overtime shift. The use of accumulated time, sick, IOD or vacation time is not considered working unless the employee had properly requested and had obtained approval for vacation or accumulated time prior to being contacted for the overtime shift.

## **ARTICLE 25 COMPENSATORY TIME**

**Section 1. Compensatory Time Off.** Compensatory time off may be requested by a member to be taken at such times as are consistent with the efficient and effective operation of the Department, subject to the approval of the Chief of Police or his designee, and such approval shall not be unreasonably denied. Compensatory time off must be taken in minimum lots of one (1) hour or more. Requests for compensatory time usage should be submitted with seventy-two (72) hours notice. Requests submitted with less than seventy-two (72) hours notice are subject to the operational needs of the Employer.

There shall be a two hundred fifty (250) hour maximum on the accumulation of compensatory time. Those members who have in excess of two hundred fifty (250) hours on 10-1-93 may elect to sell the excess hours at their rate of pay as of 10-1-93. Those members who do not wish to sell their excess hours may place the additional hours in a separate A/T bank to use at their

discretion. Upon retirement, any hours left in this A/T bank shall be paid to the bargaining unit member at the member's hourly rate of pay at the time of retirement.

**Section 2. Separation Payments.** A bargaining unit member, who is permanently separated from the Department for any reason, and who has unused compensatory time to his credit shall be paid such accrued compensatory time, no later than his last regular pay.

**Section 3. Payment at Death.** When a bargaining unit member dies, any unused compensatory time to his credit shall be paid to the surviving spouse or estate of the deceased member.

**Section 4. Prior Compensatory Time.** Any unused compensatory time accumulated prior to the effective date of this Agreement shall be retained and taken at such time or in such amounts as provided in the Agreement provided it doesn't conflict with this agreement.

## **ARTICLE 26 TRADING TIME**

**Section 1. Trading Days Off.** Upon the prior approval of the Captain and Shift Supervisors, members shall be allowed by mutual agreement to trade days off on the same shift or shifts within the same week where the employees are assigned to different shifts.

**Section 2. Substituting Time/Trading Shifts.**

1. The bargaining unit agrees that under no circumstances shall overtime be paid as a result of substituting time or shift trades.
2. The bargaining unit and township agree that employees may agree solely at their option and with the approval of their supervisor to substitute for one another during regularly scheduled hours of work.
3. The bargaining unit also agrees that the work performed by the substituting employee will be excluded by the Township in the calculation of hours worked for that employee.
4. The bargaining unit agrees that where one (1) employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.
5. The bargaining unit agrees to waive any overtime that would be caused by the substituted time.
6. The bargaining unit recognizes and agrees that the township is not required and will not keep record of the hours of the substituted work.
7. The bargaining unit understands and agrees that the substituted time is a voluntary agreement between the two employees.

8. The bargaining unit understands and agrees that when employees substitute for one another they do so at their own risk and that the township will not be responsible for any time not repaid.
9. Should an employee not appear for duty after agreeing to cover a shift, he may be subject to discipline.

## **ARTICLE 27 COMPENSATION**

**Section 1. Rank Differential/Step Schedule.** Effective January 1, 2012, and for the duration of this agreement, the top rate of pay for Sergeants shall be paid thirteen percent (13%) more than the rate paid to a Step 14 Police Officer (determined by base pay plus midnight turn shift differential); the top rate of pay for Lieutenants shall be thirteen percent (13%) more than the top rate paid to the rank of Sergeant; the top rate of pay for Captains shall be thirteen percent (13%) more than the top rate paid to the rank of Lieutenants. Prior to reaching this top rate an employee shall be required to complete three (3) years of continuous full-time service in the applicable rank/classification. The entry level rate of pay shall be ten percent (10%) above the top rate of the classification/rank below. After each successive year of full-time service in the applicable rank/classification, the employee will advance to the next step in the wage schedule, one percent (1%) above the previous year's step. After the completion of three (3) years of full-time service in the applicable classification/rank, the employee will advance to the top rate. The actual annual salaries and rates of compensation are attached hereto as Appendix A.

**Section 2. On-Call Compensation.** Any member of the Association who is placed on an "on-call" status or list by the Township shall be compensated at the rate of seven (7) hours at their respective pay rate for each week they are on call. For purposes of this section, a "week" shall be defined as seven (7) consecutive calendar days.

While on call, members of the Association are required to respond to the police station or crime scene within one (1) hour and be fit for duty. Any member of the Association on call as described above shall not receive additional compensation for phone calls or performing other actions that do not require them to respond to the police station or crime scene.

## **ARTICLE 28 INSURANCE**

**Section 1. Medical Insurance.** The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care and ancillary insurance as currently in effect unless changed pursuant to section 5, below.

**Section 2. Contribution Rates.** The Employer and its employees shall contribute the following monthly amounts for medical, hospitalization, vision, and dental coverage under its insurance plan.

	<u>Employer</u>	<u>Employee</u>	<u>Total Base Contribution</u>
Single Contribution	\$388.38	\$43.15	\$431.53
EE/Child(ren) Contribution	\$739.30	\$82.14	\$821.44
EE/Spouse Contribution	\$872.41	\$96.94	\$969.35
Family Contribution	\$1,129.27	\$125.48	\$1,254.75

**Section 3. Cost Increases/Decreases in Subsequent Plan Years.** In any given plan year, should the plan cost exceed the total base contribution amounts set forth above, the Employer shall contribute the first thirty dollars (\$30.00) of the increase and the employee shall contribute the next twenty dollars (\$20.00) of the increase, and the parties shall share any amount in excess of the initial fifty dollars (\$50.00) on a 60/40 basis with the Employer assuming sixty percent (60%) of the cost and the employee paying forty percent (40%) of the cost.

The total contribution and obligations for both the employee and Employer will be adjusted according to the actual costs resulting from the above formula for each successive plan year, and then utilized to establish the parties' obligations for subsequent years. If the costs for the plan are decreased in any given year, then the premium contribution shares of the Employer and employee will be reduced by the amount of the savings on a sixty percent (60%) Employer/forty percent (40%) employee basis until reaching the base contribution amounts listed above. If the costs are reduced below the original base figures above, the employee will be credited on a dollar for dollar basis with those savings, up to the maximum base employee contribution. Savings beyond that amount are attributed to the base Employer share.

**Section 4. Coverage Election/Participation.** Eligible employees may elect any available coverage (e.g., single, two-party, family, etc.) subject to the plan offerings. Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

**Section 5. Insurance Committee.** The Union agrees that the Employer shall create and maintain an insurance committee for the purpose of controlling costs, reviewing usage, and setting benefit levels. The Union agrees to participate in the committee, when created. The committee shall be comprised of one (1) representative from each employee bargaining unit within the Township, one (1) representative for the non-bargaining unit employees, two (2) representatives of the Employer.

The insurance committee shall have the authority to make program coverage changes, benefit levels, and/or increases/decreases to employee contribution rates through coverage changes by majority vote. Decisions of the committee are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal.

**Section 6. Life Insurance.** The Township shall provide and maintain in force, by payment of the necessary premiums, life insurance in the amount of twenty-five thousand dollars (\$25,000) for all bargaining unit members.

**Section 7. Insurance Policy/Retirement.** Should members retire with twenty (20) years or more of service, the member will receive from the Township a life insurance policy for two thousand dollars (\$2,000.00).

**Section 8. Coverage Continuation.**

- A. Individual and family coverage terminates on the last day of work when an individual ceases to be an employee of the Township. When an individual ceases work when under the provisions of "Leave Without Pay," individual and family coverage terminates on the actual day in which the employee resigns. All employees that are subject to the provisions of this section shall be entitled to receive continuing medical coverage as provided by law.
- B. If an employee ceases work because of layoff, the following provisions will be applicable to coverage under the benefit programs. Individual and family medical insurance will be continued at Township cost during such layoff up to a maximum of six (6) months from the end of the month that was last worked. If a layoff employee has not returned to work at the end of such period, individual and family medical coverage terminates subject to the "continuation" and "conversion" provided under the terms of the existing policy and as provided by law.
- C. If an employee ceases work because of a non occupational disability, individual and family medical insurance will be continued to be paid by the Township during absence due to such disability up to a maximum of six (6) months from the end of the month which was last worked after exhaustion of accumulated sick days. Thereafter, continuation of benefits shall be as provided by law.
- D. If an employee ceases work because of an occupational disability, individual and family medical insurance will be continued during absence due to such disability up to a maximum of twelve (12) months from the end of the month which was last worked, but in no circumstances beyond the end of the month for which statutory compensation payments terminate. Thereafter, continuation of benefits shall be as provided by law.

**Section 9. Coverage Reinstatement.** If an employee returns to work following an absence on account of layoff, leave of absence, or disability during which coverage under the insurance programs shall have terminated, all coverages under the insurance programs will be reinstated on the date the employee returns to work.

**Section 10. Insurance Waiver.**

- A. Any member of the bargaining unit who elects to waive health and medical insurance coverage, including dental and optical, in its entirety (meaning that he or she is not

covered by the Employer's health insurance plan) as described in Section 1 for a twelve (12) month period will be awarded a bonus in an amount equal to fifty percent (50%) of the established premium under which the employee would have been and/or is covered by the employer. Employees must make such waiver request in writing prior to November 1 of the calendar year, and must provide proof of insurance to the employer before choosing to waive the employer's current policy. All bonuses shall be paid in June of the following calendar year following the waiver request.

- B. For employees who opt out after the start of the year, the bonus will be paid within ninety (90) days after insurance coverage is waived. The bonus of fifty percent (50%) will then be awarded and prorated based upon the number of full months remaining in that year. Examples: 11 months = 11/12 of the annual bonus; 10 months = 5/6 of the annual bonus; 9 months = 3/4 of the annual bonus, etc.

Existing and newly-hired employees must provide proof of insurance to the Employer before choosing to waive the employer's current policy. If any employee who has exercised this option desires at a later date to return to the employer's current coverage, such request shall be made in writing and in accordance with the requirements of the Employer's health and medical insurance provider/carrier. If requested by the health and medical insurance provider/carrier, the employee shall submit to a physical exam as a condition of re-entry. All other requirements for re-entry of the employee by the insurance provider/carrier shall apply.

## **ARTICLE 29 LONGEVITY**

**Section 1. Eligibility.** Effective May 1, 2010, bargaining unit members will be eligible to receive longevity pay under the terms of this section. Longevity pay is based on years of continuous full-time service with the Boardman Township Board of Trustees. No bargaining unit members shall receive longevity pay until they have completed the required amount of continuous full-time service with the Employer.

**Section 2. Longevity Schedule.** Longevity pay shall be given to eligible bargaining unit members in the form of an hourly supplement according to the following schedule:

<b><u>Years of Continuous Service with the Employer</u></b>	<b><u>Longevity Supplement</u></b>
After 5 years of completed service	\$.25
After 10 years of completed service	\$.30
After 15 years of completed service	\$.35
After 20 years of completed service	\$.40
After 25 years of completed service	\$.45

## **ARTICLE 30 CLOTHING ALLOWANCE**

**Section 1. Clothing Allowance.** Annual clothing allowance for members shall be one thousand dollars (\$1,000) for the duration of the contract.

**Section 2. Approval/Increments for Usage.** The above clothing allowances shall be paid in increments of not less than one hundred dollars (\$100.00), with the exception of any final payments, upon receipts submitted and approval for such purchase obtained from the Chief of Police/designee.

**Section 3. Clothing Allowance for New Assignments.** A supervisor that is moved to a new assignment may use two (2) years of clothing allowance in the first year in the new assignment, understanding that if he chooses to take advantage of this option that no clothing allowance will be available the second (2<sup>nd</sup>) year of their new assignment.

**Section 4. Usage Limitations/Carry-Over.** Members cannot use any clothing allowance in January except in an emergency case and cannot use more than fifty percent (50%) of their allowance before June 15 of each year. Members may carry over up to one hundred percent (100%) of one year's allowance to the next year for the purchase of larger items. The balance shall not exceed a two (2) year period.

**Section 5.** Any reasonable conditions of the Boardman Township Fiscal Office will also be followed regarding clothing purchases.

**Section 6. Damage to Uniform/Equipment.** Should a member sustain damage to his uniform or equipment while performing his duties, a written report will be completed indicating when and how the equipment was damaged. The Chief of Police or his designee will review the report and determine whether the claim is valid. The decision on granting the payment will rest with the Chief of Police or his designee, and is not appealable.

**Section 7. Maintenance Allowance.** The Township agrees to pay each member the amount of one hundred dollars (\$100.00) in December of each year of this agreement toward uniform maintenance.

**Section 8. Allowance Buy Back.** The Township agrees to a fifty percent (50%) buyout of the remainder of each member's previous year clothing allowance by January 30 if the member requests the fifty percent (50%) buyout payment in writing by December 1.

## ARTICLE 31 RETIREMENT AND DISABILITY PENSIONS

**Section 1. PERS Payments.** The Township shall continue payments into the pension system (PERS) at the applicable rate, as set by the administrators of the system and as required under state law. The Township agrees to institute the proper procedure under existing state law to see that the employee's contribution to PERS is tax deferred.

**ARTICLE 32  
HOLIDAYS**

**Section 1. Holidays.** All holidays provided to Township police officers under Ohio law are designated as paid holidays for all bargaining unit members. Each bargaining unit member will receive eight (8) hours of pay (i.e. holiday pay) for each paid holiday. The following holidays shall be recognized as paid holidays by the Township:

- |                           |                     |
|---------------------------|---------------------|
| 1. New Years Day          | 7. Columbus Day     |
| 2. Martin Luther King Day | 8. Veteran's Day    |
| 3. President's Day        | 9. Thanksgiving Day |
| 4. Memorial Day           | 10. Christmas Day   |
| 5. Independence Day       |                     |
| 6. Labor Day              |                     |

**Section 2. Holiday Pay/Rate of Pay for Hours Worked.** An officer scheduled or called in to work on a holiday shall receive two (2) times his regular rate of pay for all hours worked during the defined holiday time period, in addition to his regular holiday pay in section 1; a maximum of eight (8) hours may be credited to accumulated time. Those not working the holiday will be paid their regular holiday pay, with no option of accumulated time. Members who are on vacation the week of a holiday will be docked four (4) vacation days for that week, credited with their holiday pay for the applicable holiday, and will receive a forty (40) hour pay for the week.

**Section 3. Holidays/Uniformed Division/Scheduling.** For the purpose of this article, those supervisors assigned to the uniformed division will have the option of working five (5) holidays. The Employer may adjust the work schedule, in order to meet its holiday scheduling requirements. Any supervisor that joins the uniformed division for less than a full calendar year will have the minimum annual opportunities prorated based upon the amount of holidays remaining until the end of the year and offered accordingly. In the event that a Supervisor selects his day off on a designated holiday, he shall not receive holiday pay for that day. Instead, he shall receive eight (8) hours of paid time off for the holiday. Such accumulated holiday time shall be limited to forty (40) hours at any one time. In the event that an employee accrues his forty (40) hours of holiday time, he shall be prohibited from picking a holiday as a day off during the week.

**Section 4. Holidays for the Uniformed Division/Calendar Year.** With the exception of New Year's and Christmas Day, holidays worked for the uniformed division will be computed as a twenty-four hour period beginning at 5:30 A.M. or 6:00 A.M., as applicable, on the day of the holiday and ending at 5:29 A.M. or 5:59 A.M., as applicable, the following day, during the calendar year from January 1 through December 31. Premium pay for holiday work will only encompass those hours worked during that time period. For New Year's Day and Christmas Day, the holiday shall begin at the start of the midnight shift the day before the recognized holiday and continue to the end of the afternoon shift on the day of the holiday.

**Section 5. Holidays for the Detective Division/Calendar Year.** Holidays worked for the detective division will be computed as a twenty-four hour period beginning at 12:00 A.M. on the

day of the holiday and ending at 11:59 P.M. that day, during the calendar year from January 1 through December 31. Detectives that are called out to work on a holiday shall receive the appropriate holiday pay for any hours worked on the holiday, which shall include only those hours worked after midnight on the date in which the holiday begins, and before midnight on the date in which the holiday ends.

**Section 6. Personal Days.** In addition to those holidays listed above, each unit members will be afforded three (3) personal days each year. Scheduling of the personal days is subject to the operational needs of the Employer.

### ARTICLE 33 VACATIONS

**Section 1. Eligibility.** It is the intent of the parties to supersede R.C. 9.44. Vacation eligibility is based on years of continuous full-time service with the Employer, and shall include credit for active military service undertaken after the onset of employment. Full-time employees are entitled to vacation leave after one (1) year of continuous full-time service with the Employer. Members hired prior to 10-1-93 will continue to have their service credit calculated to include prior active military service and other full-time employment as a police officer.

**Section 2. Accrual.** For those employees hired after September 1, 2009, bargaining unit members shall accrue vacations according to the following schedule:

<u>Years of Service</u>	<u>Annual Vacation</u>	<u>Days/Hours</u>
Less than one (1) year	None	None
1-7 years	2 weeks	10 days/80 hours
8-15 years	3 weeks	15 days/120 hours
16-24 years	4 weeks	16 days/160 hours
25 years or more	5 weeks	25 days/200 hours

Employees will be credited with the applicable amount of vacation leave upon their anniversary date for use during the following year.

**Section 3. Usage.** Bargaining unit members may take vacation leave to which they are entitled beginning with the first full pay period following the date they complete the required years of service.

**Section 4. Vacation Requests.** Calendar weeks of vacation time requested by members of the bargaining unit shall be submitted to the Chief of Police or his designee. Two (2) weeks of vacation and any individual days earned up to four (4) may be taken a day at a time, with all remaining vacation time being used by calendar weeks. Full week vacation requests shall take priority over single day requests.

**Section 5. Vacation Approval.** All vacation requests are subject to the operational needs of the Employer and may be denied if determined necessary by the Chief of Police/designee. The decision will be final and not a matter subject to the grievance procedure. Requests by members for vacation weeks that coincide will be granted on the basis of classification seniority. Once approved, the weeks selected by the members shall be locked in and used at that selected time, unless the member is on sick leave or I.O.D.

**Section 6. Required Usage/Conversion.** All vacation scheduled for the calendar year shall be completed in the calendar year. Officers selecting the last week of the year shall complete their vacation within the first week of the new year and in any case will not go past the following dates:

For calendar year 2012, by January 5, 2013  
For calendar year 2013, by January 4, 2014  
For calendar year 2014, by January 3, 2015

All unused vacation time after the last pay period of the year will be cashed out and paid to the employee by February 1.

**Section 7. Accumulated Vacation Time/Eligibility/Proration.** Members may accumulate vacation time in accordance with the requirements of the Ohio Revised Code. For purposes of computation of vacation benefits, in addition to years of service, employees must have worked the previous twelve (12) month period to earn vacation credit. For employees who are absent from work and are not earning PERS credit for a period in excess of thirty (30) consecutive calendar days and/or twenty (20) consecutive working days, time in excess of these periods absent from work shall not be calculated for purposes of earning vacation credit. This provision will only take affect after an employee has missed more than the periods defined, inclusive of the initial twenty (20) and/or thirty (30) periods.

This provision shall not apply to members of the bargaining unit who are absent from work and are not earning PERS credit as outlined above as a result of an injury that occurred in the line of duty.

**Section 8. Unused Vacation Time.** Unused accumulated vacation time prorated to the date of separation will be paid at the time of such separation to any member who leaves the employ of the police department for any reason or is laid off. Unused accumulated vacation time will be paid to the surviving spouse or estate of any member who dies, prorated to the date of his death.

Any member who transfers to another agency within the Township shall also have transferred to his credit any unused accumulated vacation time.

**Section 9. Vacation Pay.** Vacation pay will be computed at the appropriate rate earned by the member at the time vacation is actually taken.

**Section 10. Prior Unused Vacation Time.** Unused vacation time accumulated prior to the effective date of this Agreement shall be retained and taken at such times and in such amounts as provided in this Agreement.

**Section 11. Vacation Sell-Back.** A member may submit in writing between May 1 and May 15 of each year a request to sell one week of vacation. The member will receive a check between June 1 and the June 10 of each year for which a week is sold.

## **ARTICLE 34 SICK LEAVE**

**Section 1. Accrual.** All bargaining unit members shall earn sick leave at the rate of four and six-tenths (4.6) hours with pay for each eighty (80) hours of service. Unused sick leave shall be cumulative without limit. Sick leave shall be charged to a member on the basis of actual time (hour by hour) absent. An employee who sustains a service-connected injury shall not be required to exhaust accumulated sick leave before being entitled to apply for benefits under Workers' Compensation (subject to any requirements of the laws of Ohio).

**Section 2. Prior Accumulated Leave/Sick Leave Transfer.** Unused sick leave accumulated prior to the effective date of this Agreement shall be retained and taken at such times and in such amounts as provided in this Agreement. Leave accumulated with another public entity/political subdivision is not transferable to Boardman Township hired after December 31, 2008.

**Section 3. Usage.** Such leave shall be granted to members for absence from regularly scheduled hours of employment for the following reasons:

1.     Sickness, illness or injury of the member;
2.     Pregnancy of a member;
3.     Exposure to contagious disease which could be communicated to other persons;
4.     Sickness, illness or injury to a member of the immediate family of the member;
5.     Examination including medical, psychological, dental, or optical examination by an appropriate practitioner that cannot reasonably be scheduled during non-work time;
6.     Examination including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

Once an employee reports off citing one of the approved uses of sick leave, vacation time may not be substituted for that sick leave at a later date.

**Section 4. Sick Leave Conversion Options.** The following options for the conversion of unused accumulated sick leave may be exercised by bargaining unit members. The options may

be exercised in conjunction with one another. For purposes of illustration, the parties have included a hypothetical example of the conversion options in Appendix C. The Employer will abide by the rules and regulations of the Ohio Public Employee's Retirement System regarding when converted leave is considered earnable salary so as to maximize the amount of earnable salary.

**Option 1.** Unused accumulated sick leave shall be paid to a member hired before September 1, 2009, or his designated beneficiaries or estate, upon his death or retirement in a sum equal to fifty percent (50%) of all unused accumulated sick leave hours. For all new hires in the police department after September 1, 2009, unused accumulated sick leave at the time of retirement or death shall be computed and paid at the state minimum of twenty-five percent (25%) of the total value, or a maximum of one hundred twenty (120) days. Employees may make request for the following distribution of the remaining sum of fifty percent (50%) of accumulated sick time as follows, which shall be predicated upon:

**Sick Leave Retirement Buy-Out.** Employees may make request for the following distribution of the remaining sum of accumulated sick time as follows, which shall be predicated upon:

1. Written request to the Township Fiscal Officer at least ninety (90) days in advance of the beginning of the three (3), two (2), or one (1) year option period selected;
2. Written request which indicates the specific retirement date which distribution of sick-time hours are calculated upon; and,
3. Letter of understanding signed by employee and Township Fiscal Officer that specifies, upon selecting an option, the final distribution (including all related payroll taxes and retirement deductions, etc.), of remaining accumulated sick-time hours calculated at current dollar value at time of request.
4. Accumulated sick time sold as part of this buyout will be on a first in-first out basis.

**Three (3) Years Advance Notice of Retirement.**

With 3 Years Advance Notice of Retirement: 60% of the specified amount of remaining sum of accumulated sick time entitlement, to be divided over 3-year payroll, at current dollar value at time of request.

**Two (2) Years Advance Notice of Retirement.**

With 2 Years Advance Notice of Retirement: 40% of the specified amount of sum of accumulated sick time entitlement, to be divided over 2-year payroll, at current dollar value at time of request.

**One (1) Year Advance Notice of Retirement**

With 1 Year Advance Notice of Retirement: 20% of the specified amount of remaining sum of accumulated sick time entitlement to be divided over 1-year payroll, at current dollar value at time of request.

Upon notice from an employee of the desire to sell a specific amount of their remaining sick time and selecting the desired option, the following procedure will apply:

1. The Township Fiscal Officer will value accumulated time hours at the current effective rate;
2. Applicable percentages will be applied based upon the option selected;
3. The buy-out value will be divided by and paid to the employee in the appropriate remaining payrolls;
4. The employee and Township will enter into an Agreement reducing the accumulated hours by the amount converted;
5. The Township will purchase unused sick time at date of retirement at fifty percent (50%) or other applicable amount at the then prevailing wage rate.
6. In the event of catastrophic illness, extenuating medical circumstances, or any depleted use of the remaining, earned sick time hours calculated prior to the retirement date given in the original notification:
  - A. The Agreement between the employee and Township shall be suspended;
  - B. The Township shall restore sick time distribution back to the beginning date of notification;
  - C. Payments already made under the original Agreement shall be subtracted;
  - D. Use of sick time and related payments shall be issued.

**Option 2.** By December 1 of each year, all employees are eligible to participate in a sick leave buy back option. Employees shall be permitted to sell back sick time hours they have not used, on a form provided by the Employer, on a 2:1 ratio (50% pay).

1. Buy back options shall not exceed a maximum of the one hundred twenty (120) hours accumulated in the previous twelve (12) month period.
2. Buy back options and related hours of payment are subject to PERS for both the Employer and the employee in accordance with PERS regulations. The maximum amount of converted sick leave that can be considered earnable salary under OPERS regulations is the amount the employee earns in the calendar year, less any amounts taken during the calendar year. For this plan, it would be leave earned and unused between January 1 and December 31 in the calendar year prior to the leave conversion payment in January of the following year.
3. For employees who are eligible and have exercised this buyback option, payments that would be considered earnable salary by the PERS will be paid prior to January 31 of the

next calendar year. Payments that would not be considered earnable salary shall be provided in April of the following year.

## **ARTICLE 35 INJURY LEAVE**

**Section 1. Purpose.** The intent and purpose of the injury leave policy herein is for the Township to assist employees with work-related injuries in obtaining the necessary maintenance and care during the short period of time following the work-related injury.

**Section 2. Amount.** All members shall be entitled to ninety (90) working days of injury leave with salary continuation and benefits at one hundred percent (100%) during every two (2) year period of employment for a service connected injury or disability sustained during the performance of duties.

**Section 3. Injury on Duty Leave.** When a bargaining unit employee is injured in the line of duty and is disabled from his current position of employment for more than seven (7) consecutive days as a result of the work-related injury, the employee may be eligible for Injured on Duty leave (IOD.)

When it is determined that an employee is eligible for IOD, that employee shall be paid for the rest of the work day on which he or she was injured and all work days going forward from the date of injury during the IOD period. When an employee is placed on IOD status, that employee's leave banks shall be credited for any time which may have been used between the time of injury and the time at which IOD is approved. In order for an employee to be eligible for IOD, he or she must adhere to all eligibility requirements in this article. An employee on IOD shall adhere to any prescribed course of treatment, transitional work or light duty.

**Section 4. Eligibility Requirements.** To be eligible for IOD, the employee shall properly report the incident and furnish the Employer with a signed authorization to release medical information relevant to the claim.

The employee shall file a Workers' Compensation claim with the Ohio Bureau of Workers' Compensation and be approved for the receipt of benefits.

The employee shall seek treatment from a physician of the employee's choice and receive from that physician a medical opinion that the employee is disabled from employment in excess of seven (7) consecutive days as a result of the work-related injury. The physician must specify the injury and recommended treatment, opine as to the employee's inability to return to work as a result of the injury and provide an estimated return to work date.

The seven (7) day requirement shall be waived and injury on duty leave for an amount of time less than seven (7) days as a result of an injury received in the line of duty while working for the Township shall be permitted under the following circumstances:

1. The employee must seek immediate medical treatment; and

2. If the information provided by the employee's treating physician establishes that the injury would otherwise qualify for IOD but for the duration that the employee is disabled from employment.

**Section 5. Review of Claims/Information.** Requests for extending this ninety (90) day injury leave period, due to extenuating medical circumstances, may be made by the injured employee or his/her designee upon written request. The employee's written request must indicate the length of the extension requested and supporting rationale. Nothing in this contract provision shall prohibit the injured employee the right to present related medical information to support a request for extension of the ninety (90) day injury leave period.

**Section 6. Workers' Compensation.** Nothing in this contract provision shall be construed to impair, prohibit or discourage the right of an employee to file a workers' compensation claim under the laws of Ohio.

**Section 7. Transitional Work/Light Duty Program.** The Transitional Work Program will be used to direct the work of all employees injured during the course and scope of employment and whose work restrictions are a direct result of the occupational injury. When an employee is released to return to work with restrictions, the employee, prior to starting work, shall present the Employer with the medical return to work notice that indicates the employee can return to work under restricted function, commonly known as "light duty."

The Employer will correspond with the medical provider issuing the notice to determine the employee's limits as far as the essential functions of the transitional work that may be assigned to the employee. If the employee requesting transitional duty was not injured in a work-related accident, the employee will be required to provide adequate medical documentation to support the return to work or sign a medical release to enable the Employer to obtain medical records from the employee's treating physician related to the injury/medical condition.

The Employer will reasonably determine if the employee is eligible for assignment to the Transitional Work Program. The Employer will assign the employee approved for transitional work to an assignment for a period not to exceed sixty (60) calendar days. The transitional work assignments will be at the discretion of the Employer, but shall be reasonably related to the employee's job description and function as a police officer. Transitional work assignments are not permanent jobs and will not be construed as new positions or vacancies.

At the end of sixty (60) calendar days, the Employer and the employee's medical provider will make a decision as to the employee's ability to return to his or her regular assignment. It will be the expectation of the Employer that all employees will make the transition into their regular assignments within sixty (60) calendar days. If the employee cannot perform regular assignments at the end of the sixty (60) calendar day limit, the Employer may extend the transitional assignment for a period of ten (10) more working days. An employee that was injured in a work-related incident will not be eligible to return to IOD status at the expiration of his or her Transitional Duty.

**Section 8. Reimbursement for Workers' Compensation Payments.** In implementing the above provisions of this Agreement, as they relate to injured-on-duty payments, the parties agree that the Township is to be reimbursed for any workers' compensation benefits paid over the same period in which salary continuation was paid pursuant to the Ohio Administrative Code Section 4123:5-20.

**Section 9. Medical Review by Employer's Physician.** The Employer reserves the right to require the employee to have a medical examination by a physician selected by and paid for by the Employer at any time after the employee has been absent from work for more than fifteen (15) days as a result of an injury on duty. The Employer may thereafter review the employee's status every thirty (30) days.

**Section 10. Health Care Coverage.** An employee's health care coverage shall remain in effect during the period that he is receiving IOD benefits. If an employee is on Worker's Compensation status, health care coverage shall remain in effect for a period of one (1) year, with the employee required to pay his share of the premiums.

**Section 11. Additional Claims.** Any additional claims in a two (2) year period will be based on the date of injury of the first claim. Each claim shall be reviewed by the Chief of Police who may grant an exception to this article and permit an additional claim in a two (2) year period.

**Section 12. Denial of Claim/Reimbursement.** If, for any reason, the employee's claim is finally disallowed by the Ohio Bureau of Workers' Compensation, IOD leave shall terminate. Any continued absence shall be governed by provisions of this Agreement governing sick leave, vacation and/or personal days. If the claim is subsequently allowed by an appellate court, any paid leave (e.g., sick, vacation, personal leave) taken by the employee shall be credited with said leave time and the time off shall be converted to IOD leave.

**Section 13. Concurrent FML/Exhaustion of IOD Benefits.** In accordance with the Employer's policy, Family and Medical Leave time is run concurrently with all paid time, including IOD benefits, used for a qualifying condition. An employee that has exhausted IOD leave shall take his accrued sick, vacation, and personal leave prior to receiving unpaid Family and Medical Leave or unpaid leave of absence. Any request for unpaid Family and Medical Leave or unpaid leave of absence shall be in writing.

**Section 14. Court Appearances/Training During Injury Period.** Any bargaining unit member who is on I.O.D. leave and/or workers' compensation and who must appear in court, attend training, or attend other police-related business, will not receive additional compensation for his attendance.

**Section 15. Light Duty Assignments.** Any past practice regarding light duty work for employees who are not subject to the injured on duty provision of the contract is abolished. The right to assign temporary work to employees on injured-on-duty rests exclusively with the Township.

**ARTICLE 36  
JURY DUTY LEAVE**

**Section 1.** A member serving upon a jury or subpoenaed to be a witness in any court of law will be paid his regular wages for each workday he is so serving, less whatever amount such member may otherwise receive as compensation for jury or witness duty. Time so served shall be deemed active and continuous service for all purposes. When a bargaining member is subject to jury duty, the member will keep the department informed daily as to his/her jury duty status, and will report to work those days they are excused from jury duty.

**ARTICLE 37  
MILITARY LEAVE**

**Section 1.** All bargaining unit members so entitled shall be granted military leave and afforded return to work rights and benefits in accordance with applicable state and federal law.

**ARTICLE 38  
PREGNANCY LEAVE**

**Section 1.** An officer, who is pregnant or adopting a child less than one (1) year of age, shall be granted a leave of absence without pay for a period not to exceed three (3) months upon request by the member in writing. If the member is pregnant, such leave need not be taken until condition interferes with the regular and satisfactory performance of her duties, or in the case of adoption, until obtaining custody. The Township may require a statement from the member's doctor that her condition will not interfere with the regular and satisfactory performance of her duties. During pregnancy leave, a member will continue to accrue seniority, and may continue to participate in the insurance benefits provided here-in by payment of the group rate for such benefits. Upon returning from pregnancy leave, the member shall be reinstated to her former rank with full seniority.

**ARTICLE 39  
BEREAVEMENT LEAVE**

**Section 1.** When a death occurs in the immediate family of a member, he shall be granted up to three (3) days of sick leave with pay.

**Section 2. Immediate Family Defined.** The immediate family is defined as: spouse, parent, parent-in-law, step-parent, child, step-child, brother, half-brother, sister, half-sister, grandparents, grandchild, brother-in-law, sister-in-law.

**ARTICLE 40  
LEAVE WITHOUT PAY**

**Section 1.** The Township may grant temporary leave without pay for a period not to exceed sixty (60) days per calendar year upon written request of a member for good cause shown, and such requests will not be unreasonably denied. No more than one (1) bargaining unit member at

a time shall be granted such leave and no more than one (1) request per year shall be entertained by the Township for any given bargaining unit member during a two (2) year period.

**Section 2.** A member who is unable to work due to sickness, injury, or illness, who has exhausted all available leave, shall be granted leave without pay for up to one (1) year, if requested by the member in writing. Any member granted leave as set forth herein without pay shall be reinstated at his former rank without loss of seniority, accrued to the date leave without pay was taken, if physically and mentally competent to perform his duties.

#### **ARTICLE 41 COMBINED LEAVE**

**Section 1.** A member, who has exhausted all available sick leave, but who is otherwise entitled to take sick leave, shall be entitled to take unused accumulated compensatory time and vacation time prior to taking leave without pay.

**Section 2.** A member who has exhausted all available injury leave shall be entitled to take unused accumulated sick leave, compensatory time and vacation time prior to taking leave without pay.

**Section 3.** All employees who have otherwise exhausted all of their available sick leave, accumulated time, vacation time and holiday pay, shall be entitled to receive either one hundred sixty (160) hours of additional sick pay or shall be assigned to temporary light duty work for no more than one hundred sixty (160) hours at the option of the Township.

The parties agree that the one hundred sixty (160) additional sick pay hours granted under this Addendum shall not be included in the total sick time accumulated of any officer for purposes of the retirement pay out. Sick time hours which are granted and then used under this option shall be subtracted from the total amount of the one hundred sixty (160) hours. The hours used by the employee shall be reduced from the one hundred sixty (160) total hours available. The sum total of one hundred sixty (160) hours, or as reduced by its use, shall only be available for use one time during an employee's tenure if the Township has exercised this option with an employee.

#### **ARTICLE 42 FAMILY MEDICAL LEAVE**

**Section 1.** The parties agree to be bound by the provisions of the Family and Medical Leave Act (FMLA) of 1993, and as set forth herein. Any leave taken by an employee for the following reasons, shall be applied against the employees' entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave:

- A. The birth of a son or daughter, and to care for the newborn child;
- B. The placement with the employee of a son or daughter for adoption or foster care;

- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- D. Because of a serious health condition that makes the employee unable to perform the function of his or her job.

**Section 2.** The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above. Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family Medical Leave Act shall not be reduced to comply with the FMLA.

**Section 3.** No employee shall lose seniority during the period of time which is attributable to the Family Medical Leave Act. An employee shall not be required to use paid leave benefits provided in this Labor Agreement prior to the use of unpaid leave.

### ARTICLE 43 ATTENDANCE BONUS

**Section 1. Payment Agreement.** Each member subject to this Agreement shall be paid in first pays in January, April, July and October. The parties agree that members shall receive their hourly rate of pay at time and one-half (1-1/2) for the remainder of the Agreement. Quarterly incentive awards for work attendance as follows:

Perfect Attendance = Perfect Attendance/No sick days as defined in the sick leave article and in accordance with Section 2, following.

Perfect attendance quarterly incentives shall be paid at six (6) times the member's hourly rate at one and one-half (1-1/2) times or one hundred fifty dollars (\$150.00) whichever is greater for perfect attendance.

Periods of attendance are to be: January – March, April – June, July – September, October – December.

**Section 2. Eligibility.** Employees absent from work due to vacation, holiday, bereavement leave, military leave, attendance at seminars, training functions or other duty-related absences from normal work schedules shall not be considered as absent from work for the purpose of this benefit. Employees absent from work after the day of a duty related injury who are on I.O.D. or Workman's Compensation will not be eligible for the Attendance Incentive.

### ARTICLE 44 PERFORMANCE PROTECTION

**Section 1. Performance Protection.** The Township agrees to pay attorney fees if any, for the bargaining unit member sued as a result of the performance of his duties for the Township. The Township will also pay attendant costs of litigation as deemed necessary for the defense of said bargaining unit member as required by the attorney. (For example, subpoena fees, costs of

depositions.) The bargaining unit member, within five (5) business days of having received a summons on complaint, or other documentation indicating that the member has been named in a lawsuit as a result of the performance of his or her duties for the Township, shall submit in writing to the Chief of Police, the name of an attorney, including proposed hourly fee, requested for defense. The attorney shall be chosen selected by mutual agreement between the member involved and the Township Administrator for submission to the Board of Trustees for final authorization in accordance with Ohio law. The Township Administrator shall, within ten (10) business days of the Chief of Police having received such a request, and on behalf of the Board of Trustees, forward in writing to the bargaining unit member authorization to proceed with utilizing said legal services.

A bargaining unit member's failure to comply with the five (5) day requirement for submitting the name of an attorney to the Chief of Police will result in that bargaining unit member's assuming responsibility for payment of all legal services related to personal counsel in a cause of action or pending litigation against that member.

**Section 2. Legal Counsel.** The Township shall not be required to provide individual legal counsel as provided under the provisions of Section 1 when the member of the bargaining unit is not individually named in a lawsuit which resulted from an alleged act or omission of the bargaining unit member or members while performing their duties on behalf of the Township. Instead, the Township will assure that proper legal representation is acquired and maintained for lawsuits. If it is later determined that an employee is being individually sued, said employee may select an attorney to represent them at the Township's expense. To clarify, if a bargaining unit member is named as a defendant, the Township shall be required to provide legal counsel.

## **ARTICLE 45 RANDOM DRUG & ALCOHOL TESTING**

**Section 1.** Under the existing policy and drug testing program, including alcohol testing, no less than three (3) nor more than five (5) people will be tested per year randomly. In addition to these tests, once each year any member, including the Chief of Police, who has access to the evidence room, who primarily works narcotics investigations, or who works in specialized units will be tested randomly. The parties' Drug and Alcohol Testing Policy is attached and incorporated into this Agreement as Appendix B.

## **ARTICLE 46 PSYCHOLOGICAL TESTING**

**Section 1.** The Township and the Bargaining Unit recognize and understand the mental and physical demands that law enforcement work can require. From time to time bargaining members through their duties may be exposed to significant dangers or traumatic events that can have an effect on even an individual involved in this type of work. With that concept in mind, the Township and the Bargaining Unit agree to the following. Bargaining Unit members will be required to attend a consultation session with a psychologist or psychiatrist under the following conditions:

1. In the event a bargaining members action results in the death or significant injury of another person;
2. If the bargaining member is the victim of a significant injury;
3. If the bargaining unit member through his duties is exposed to an unusual situation of a traumatic nature that member will consult with a psychologist or psychiatrist at the direction of the Chief of Police.

This consultation will be at the expense of the Township and the selection of the provider will be the responsibility of the Township. This Agreement does not limit or preclude the Chief of Police from ordering other medical or mental examinations as authorized by state law, civil service rules and regulations or departmental rules and regulations.

## **ARTICLE 47 TRAINING POLICY**

**Section 1. Adjustment of Schedules.** The parties agree that the Employer may adjust the bargaining unit members' hours of work for the purpose of compensating members for their travel and attendance at training sessions and in-service training classes. The Employer agrees that no equalization of hours will exceed or conflict with the normal work periods, as defined by the current Collective Bargaining Agreement.

**Section 2. Field Training Officer.** The Township and the Association desire to encourage supervisors to volunteer to participate as Field Training Supervisors (FTO Supervisors).

- A. Supervisors may be assigned as FTO Supervisors at the discretion of the Chief of Police.
- B. FTO Supervisors may be assigned to train newly promoted or assigned supervisors, to supervise Field Training Officers and their trainees, and/or to assist with the administration of the Field Training Program.
- C. FTO Supervisors will be compensated at the rate of two (2) hours compensation for every eight (8) hours of training or one (1) hour compensation for every forty (40) hours of supervision of training.
- D. Supervisors will not be compensated as an FTO Supervisor unless they have been designated as an FTO Supervisor by the Chief of Police and are serving as an FTO Supervisor.

**Section 3. Training Incentive Program.** Any supervisor that serves as a departmental trainer shall receive one (1) hour of compensation for every eight (8) hours spent training. Departmental trainers are assigned at the discretion of the Chief of Police. Supervisors will not be compensated unless they have been designated as a departmental trainer by the Chief of Police and are actually providing training as assigned and scheduled by the Chief of Police.

**ARTICLE 48**  
**MISCELLANEOUS**

**Section 1. Long Distance Phone Calls.** The Township agrees to pay for all long distance telephone calls employees are required to make in the performance of their assignments.

**Section 2. Time Changes.** When a member works the midnight shift in the fall, and works a nine (9) hour shift, the member shall be compensated one (1) hour overtime at the appropriate rate of pay. When a member works the midnight shift for the spring time change, the member will not report to work one (1) hour early, but instead will receive pay for seven (7) hours worked and one (1) hour non-worked administrative time. However, for any overtime on that shift, the first hour will be paid at straight time rather than time and one-half.

**Section 3. Use of Unmarked Vehicles.** Members assigned unmarked vehicles may take their vehicles home with the following restrictions.

1. Vehicles shall only be used for to and from township work and other duty related details.
2. Any member who changes his/her place of residence shall be reviewed by the Township for continued use of the vehicle.
3. All existing departmental rules and/ or directives controlling this use of vehicle shall remain in full effect.

**Section 4. Dog Handlers.** It is the intent of this provision to provide full compensation as required by the Fair Labor Standards Act to those members who are responsible for the care, feeding, exercising and boarding of a Township-owned dog.

Every calendar month each canine officer will be provided with twelve (12) hours of A/T time.

As further compensation, the Township agrees to provide a marked police unit that the officer may use to transport his canine to and from work. It is agreed that the use of this vehicle off-duty is restricted and can only be used when the officer is involved in a duty related function.

**Additional Township Responsibilities:**

1. Township agrees to purchase the necessary type and amount of dog food needed to maintain a healthy dog.
2. Township agrees to pay any and all necessary medical expenses for the dog.
3. Township agrees to provide initial training of officer and dog. Any mandated certification or re-certification for officer or dog will be conducted on departmental time.
4. Township agrees that after a dog has been judged, by mutual agreement, to be unfit for continued police service, the dog handler will be sold the dog for one handler (\$1.00).

5. Township agrees to pay for housing the dog in a kennel in the event the officer goes on vacation out of town up to twenty-one (21) days per year.

**Officers' Responsibilities:**

1. Officers agree to house dogs at their residences.
2. Officer agrees to be responsible for health, safety and supervision of the dog both on and off duty.
3. Maintenance of the dog to include regularly scheduled veterinarian visits, grooming and bathing will be conducted on the extra day off provided each month in this agreement.
4. Officers agree to stay employed with the Boardman Police Department for at least five (5) years from the date of completion of basic dog training.
5. Canine Officers agree that if they voluntarily leave employment with Boardman Township with the exception of a disability leave, or decide that they no longer wish to be a canine handler prior to the end of the five-year period, the officer will be held financially liable for the cost of the dog based on a pro-rated formula. The formula will be computed in the following manner. The cost of the dog and the initial training would be added and then divided by sixty (60) to equal five (5) years. If an officer leaves early, then the number of months remaining from the sixty (60) month commitment would be multiplied by the cost per month. An example of this formula would be the following: The dog cost \$6,500.00 and the initial training cost \$500.00. The total cost would be \$7,000.00 divided by 60 = \$116.66 per month for every month left on the five (5) year commitment. The officer will be exempt from this condition if the dog can be satisfactorily retrained to be used by another officer.
6. In the event that a dog must be retrained with less than five (5) years service, then the handler agrees that if the animal is able it will be used for stud services, the proceeds will be surrendered to Boardman Township.
7. Officers agree to see that the vehicles assigned to them for canine use are properly cleaned and maintained.
8. The Township agrees to provide K-9 Officers with \$300.00 per year for cleaning and/or maintenance purposes related to housing dogs, upon submission of appropriate receipts for reimbursement.

**Section 5. Weapons.** The Township will provide each member with a duty weapon. Upon retirement the member may purchase the weapon from the Township for one dollar (\$1.00).

**Section 6. Professional Dues.** The Township agrees to pay dues to professional organizations for all Association members when membership in such professional organization is deemed to further the interests of the department as well as the professional development of the member. The choice of professional organizations will be determined by the Chief of Police. Denial of a request will not be arbitrary and capricious.

**ARTICLE 49  
DURATION**

**Section 1. Effective Dates.** This Agreement shall be effective upon execution, unless noted otherwise, and shall continue in full force and effect until December 31, 2014. The parties shall commence negotiations for a new contract no later than November 1, 2014.

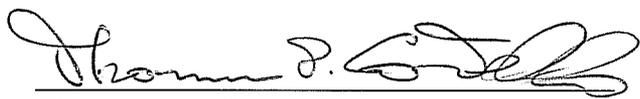
**SIGNATURE PAGE**

Signed and dated at Boardman, Ohio, as of this 27<sup>th</sup> day of September, 2012.

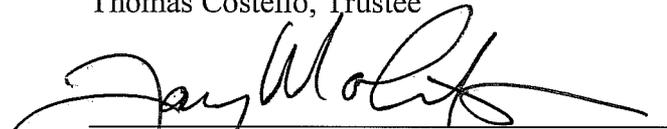
**For Boardman Township**



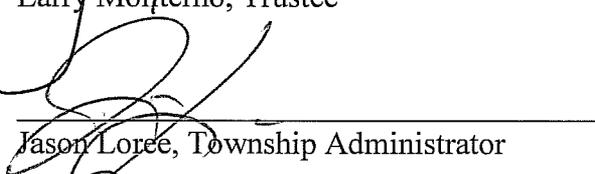
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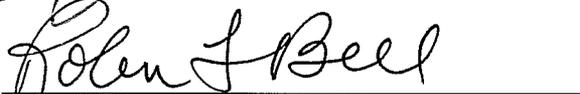
Thomas Costello, Trustee



Larry Moliterno, Trustee

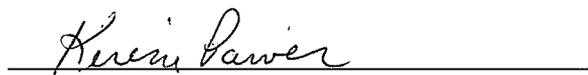


Jason Loree, Township Administrator

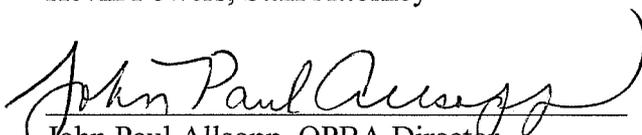


Robin L. Bell, Negotiator  
Clemans, Nelson & Associates, Inc.

**For the OPBA**



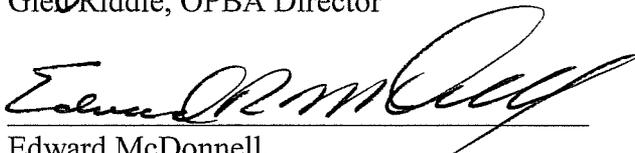
Kevin Powers, Staff Attorney



John Paul Allsopp, OPBA Director



Glen Riddle, OPBA Director



Edward McDonnell,  
Bargaining Team Member

**APPENDIX A  
WAGE SCHEDULE**

**January 1, 2012 to December 31, 2014:**

<b>Classification/Rank</b>	<b>Hourly Rate</b>	<b>Bi-Weekly Rate</b>	<b>Annual Rate</b>
Sergeant (Entry)	\$33.03	\$2,642.64	\$68,708.64
Sergeant (After 1 Year in Rank)	\$33.33	\$2,666.66	\$69,333.26
Sergeant (After 2 Years in Rank)	\$33.63	\$2,690.69	\$69,957.89
Sergeant (After 3 Years in Rank)	\$33.94	\$2,715.20	\$70,595.20

<b>Classification/Rank</b>	<b>Hourly Rate</b>	<b>Bi-Weekly Rate</b>	<b>Annual Rate</b>
Lieutenant (Entry)	\$37.33	\$2,986.18	\$77,640.76
Lieutenant (After 1 Year in Rank)	\$37.67	\$3,013.33	\$78,346.59
Lieutenant (After 2 Years in Rank)	\$38.01	\$3,040.48	\$79,052.41
Lieutenant (After 3 Years in Rank)	\$38.36	\$3,068.80	\$79,788.80

<b>Classification/Rank</b>	<b>Hourly Rate</b>	<b>Bi-Weekly Rate</b>	<b>Annual Rate</b>
Captain (Entry)	\$42.18	\$3,374.39	\$87,734.06
Captain (After 1 Year in Rank)	\$42.56	\$3,405.06	\$88,531.64
Captain (After 2 Years in Rank)	\$42.95	\$3,435.74	\$89,329.23
Captain (After 3 Years in Rank)	\$43.35	\$3,468.00	\$90,168.00

Note: The above wage rates are calculated according to Article 27 of the agreement between the parties.

**APPENDIX B**  
**DRUG SCREENING PROGRAM FOR SWORN**  
**EMPLOYEES OF THE BOARDMAN POLICE DEPARTMENT**

- I. **POLICY STATEMENT.** The Township of Boardman and the Union recognize their obligation to provide a safe and efficient workplace. They understand that substance abuse poses a direct threat to the public safety and to the welfare of fellow employees of the Boardman Police Department. Public trust and confidence in the integrity of the Police Department is threatened by suspicion of officer drug use. Officer drug use also impacts potential departmental civil liability. This drug screening program ideally will serve to detect and deter prohibited drug use by police officers, thereby, preserving the public trust and confidence in a fit and drug-free Police Department.

The Township and the Union are committed to the principles of prevention and rehabilitation to assist employees in reaching the goal of this Program. This Drug Screening Program (DSP) and the Township's Employee Assistance Program (EAP) are the two primary programs that will be utilized to fulfill the principles of prevention and rehabilitation. Since the success of rehabilitation is to a large extent dependent upon an employee's desire and commitment to achieve rehabilitation, the employee has the primary responsibility of resolving drug problems and their attendant effects on safety and work performance. Employees with a drug problem are, therefore, initially encouraged to seek counseling and treatment at the EAP.

With these objectives in mind, the following policy and procedures on drug abuse have been established:

- A. **LEGAL DRUGS.** Employees shall not use any legal drug to the extent that said drug may adversely affect the employee's safety or job performance or the safety of others. It is the responsibility of the employee to insure that he/she does not violate this requirement.
- B. **ILLEGAL DRUGS.** The illegal possession, sale, purchase or use of any controlled substance is prohibited whether on or off duty. Employees shall not report to work or be on duty with an illegal drug traceable in their systems.
- II. **DEFINITIONS.** For purposes of this drug screening policy, the following terms shall have the following meanings:
- A. "Employee Assistance Program" (EAP) means the EAP authorized by the Township of Boardman.
- B. "Illegal drug" means any controlled substance as defined in Ohio Revised Code Section 3719.01 (D), the possession or sale of which is prohibited by law.

## Appendix B (Continued)

- C. “Illegal drug usage” includes the use of cannabis or any other controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.
- D. “Legal drug” means any substance the possession or sale of which is not prohibited by law, (i.e.: prescription drugs, over the counter drugs, etc.) which contain any substance set forth in IV I of this document.
- E. “Medical Provider” means the facility mutually approved by the Township and the Ohio Patrolmen’s Benevolent Association, which may change from time to time, which collects, screens and/or stores urine samples.
- F. “Medical Review Officer” (MRO) means the physician mutually approved by the Township and the Ohio Patrolmen’s Benevolent Association whose primary responsibility is to review and interpret positive test results obtained through this drug screening program.
- G. “Reasonable suspicion” means objective facts or specific circumstances found to exist, including inferences from those facts and circumstances, which present a reasonable basis to believe an employee is using or abusing illegal drugs.
- H. “Substance abuse” means a positive confirmation result indicating the existence of a drug at or above the levels prescribed by the Township and Union and set forth in IV I.
- I. “Traceable in the employee’s system” means that the result of the Medical provider’s analysis of the employee’s urine specimen is positive for the tested substance pursuant to the standards set forth in IV I of this policy.
- J. “Voluntary submission” means any time prior to the employee being randomly selected for testing or prior to being tested for cause.

### III. PROCEDURES.

- A. WHEN SCREENING MAY OCCUR. Employees may be tested for employment related illegal drug usage under any of the following conditions:
  - 1. Whenever an employee’s behavior creates a reasonable suspicion of drug use. The following is a non-exclusive list of factors which may give rise to reasonable suspicion of substance abuse. Any factor alone, or in combination with other factors may be sufficient to constitute reasonable suspicion.
    - a. Direct observation of drug use;

## Appendix B (Continued)

- b. Possession of drugs or related paraphernalia outside employee's scope of employment;
- c. Employee admissions of drug use or possession;
- d. Symptoms of drug use including, but not limited to, disturbances in gait, slurred speech, impaired gross or fine motor control;
- e. Any tampering with the drug screening process;
- f. Any arrest for any drug related criminal offense, or the filing of any drug related criminal charge against the employee.

The following factors must be used in combination with other factors and cannot, by themselves, serve to constitute reasonable suspicion:

- a. Attendance problems, including absenteeism, tardiness, or unusual use of sick leave;
- b. Excessive or repetitive vehicular, equipment or other workplace accidents.

2. **Whenever an employee assigned to fill a sensitive position beyond a two week period will be subject to a once a year random test.** This random test will be in addition to the department's random drug test procedure. The "sensitive positions", which may subject the employee to screening, are listed below.

- a. Drug interdiction and enforcement personnel including, but not limited to, the Narcotics and Vice Squads, D.A.R.E. Unit and other units with high potential for exposure to substance abuse
- b. Special Response Teams, Negotiators and Precision Rifle Units
- c. Evidence Room personnel
- d. Internal Affairs personnel

The Chief and representatives of the Union, shall determine whether a position falls within one of the sensitive position categories.

3. **Whenever an employee returns to duty after an absence of thirty (30) calendar days or more resulting from medical leave or a disciplinary suspension.**

## Appendix B (Continued)

4. **Whenever an employee returns to duty after participation in a substance abuse rehabilitation program regardless of the duration of absence.** Such an employee shall be required to undergo a minimum of twelve (12) urine tests within a two (2) year period starting with the date of return to duty.
5. **Whenever an employee is certified from a promotional eligibility list.** All promotions will be contingent upon the absence of a confirmation test result.
6. **When randomly selected.** All employees shall be subject to random drug screening. All employees will be assigned a confidential identification number. The identification numbers of all employees will be entered into a computer. Three to five times each calendar year the computer will select one of the entered identification numbers. The selected identification number is then forwarded to the Chief or his designee. The Chief or his designee matches the list of selected numbers against a master list in the presence of representatives from the Union on the day of the screening. Notification of screening will be withheld from the selected employee until the day of the screening so that the screening is not compromised. Any selected employee who is on an approved leave status during the current screening process will automatically be tested in the next random screening.

- B. DECISION TO SCREEN FOR CAUSE.** A supervisor who has a reasonable suspicion of employee substance abuse will immediately relieve the employee from his or her duties and will immediately notify the Chief or his designee of the reasons he suspects substance abuse. Under no circumstances will such employee be permitted to operate a motor vehicle, equipment or other machinery or be in possession of a firearm. The supervisor shall, prior to the arrival of the Chief or his designee, complete and sign an "observation check list" setting forth the facts upon which such supervisor relied. The Chief or his designee will then report to the police department. The Chief or his designee will determine whether sufficient suspicion exists to warrant screening and the determination will be based only upon reliable information, as set forth in III (A)(1).

If the Chief or his designee determines that an employee must participate in the screening process, it will be considered a direct order. The Chief, his designee, or the employee's supervisor will then telephone the Medical Provider to notify it that an employee is being transported for testing.

A supervisor will transport the employee to be screened directly to the Medical Provider, and the employee will remain under observation to ensure the integrity of the screening process. The supervisor will provide the employee transportation home after the screening process. The employee will remain on leave with pay

## Appendix B (Continued)

until the test results are reported to the Chief. If the test results are negative, the Chief or his designee or the employee's supervisor will inform the employee of the date the employee is to resume work.

### C. UNION REPRESENTATION.

After an employee has been ordered to submit to drug testing for cause, the employee shall be provided a Union representative to accompany the employee and the supervisor to the testing site. The employee may release the Union representative if he/she so desires. The Union may designate names of members solely for the purpose of representation during drug screening.

## IV. SCREENING PROCESS.

- A. SAMPLE COLLECTION. Specimen collection will occur in a non-monitored medical setting and the procedures should not demean, embarrass or cause physical discomfort to the employee.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence. The employee designated to give a sample must be positively identified by the Medical Provider by means of his Boardman Police Department photo identification.

The Medical Provider will furnish urine sample containers pre-labeled with the employee's Boardman Police Department identification number, date and time of collection. After collection, the sample will be split into two containers and will be sealed, the Chain of Custody form will be completed and the employee will be asked to confirm the information contained on the sample container and the Chain of Custody form by signing the Chain of Custody form.

- B. TESTING METHODOLOGY. The Medical Provider selected by the Township and the Union to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing or processing phase shall consist of a two-step procedure.

- I. Initial screening step, and
- II. Confirmation step

The urine sample is first tested using a screening procedure. A specimen testing positive will undergo a confirmatory gas chromatography/mass spectrometry (GS/MS) test. An initial positive report will not be considered positive, rather it will be classified as confirmation pending. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less

## Appendix B (Continued)

than one (1) year. Any sample, which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable trained medical or scientific personnel prior to being reported to the Medical Review Officer. All test results shall be treated with the same confidentiality as other employee medical records and will be disclosed only to those administrative personnel involved in the screening, rehabilitation or disciplinary process.

- C. **SCREENING STANDARDS.** The Township and the Union in consultation with the Medical Provider have determined the type of screening to be used. The only substances to be tested for, and the threshold substance levels that shall be considered a positive test result are as follows:

<b><u>DRUG</u></b>	<b><u>INITIAL SCREENING LEVEL</u></b>	<b><u>CONFIRMATION LEVEL</u></b>
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	500 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cannabinoids	100 ng/ml	15 ng/ml
Cocaine Metabolite	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	300 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
Opiates	300 ng/ml*	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml

**\*25 ng/ml if immunoassay specific for free morphine**

Should NIDA add to or delete from the current panel of controlled substances or alter the initial screening or confirmation levels, this program will be modified to conform to NIDA standards. Employees will be notified, in writing, of such changes.

### D. **SCREEN RESULTS.**

1. **Negative Results.** If the screen results are negative, the results will be reported in writing to the Medical Review Officer and the sample will be discarded.
2. **Positive Results.** If the results of the first screen are positive, the Medical Provider will immediately conduct a second screening using a different methodology on a different portion of the original sample. The Medical Provider will report the confirmation screen results, whether positive or negative, to the Medical Review Officer. Any adulterated sample or

## Appendix B (Continued)

samples otherwise tampered with may be treated for disciplinary purposes as a positive result. If a sample is “flagged” by the Medical Provider because the sample is not consistent with recognized specimens, the MRO will be notified. Upon notification, the employee will be required to provide another sample in a monitored setting. This sample will be obtained when the employee returns to his next regular scheduled day of work.

If the confirmation screen results are positive, employees may request an additional screening, beyond the confirmation screening, by any NIDA approved alternate laboratory. Employees will be responsible for the cost of any additional screenings. For chain of custody purposes, the sample will be transferred directly from the Medical Provider to the alternate laboratory, and the alternate laboratory will complete the Chain of Custody form.

If the confirmation screen results are positive, the Medical Provider will retain the sample for at least one (1) year to allow for additional screenings and employee appeals.

- E. **ROLE OF MEDICAL REVIEW OFFICER.** The Medical Review Officer (MRO) is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO’s primary responsibility is to review and interpret positive test results obtained through the DSP. In fulfilling these responsibilities, the MRO is to be guided by the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines.

If any question arises as to the accuracy or validity of a positive test result, the MRO should, in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed. The MRO then makes a determination as to whether the result is scientifically sufficient to take further action. If records from collection sites or laboratories raise doubts about the handling of samples, the MRO may deem the urinary evidence insufficient and no further actions relative to individual employees would occur.

The MRO must also access and determine whether alternate medical explanations could account for any positive test result. In reviewing the laboratory results, the MRO may conduct a medical interview with the employee, review the employee’s medical history, or review any other relevant biomedical factors. The MRO shall also review any information provided by an employee attempting to show legitimate use of a drug. The MRO may perform limited physical examinations, seeking, for example, needle tracks, in determining whether clinical signs of drug abuse are present.

## Appendix B (Continued)

The MRO must ultimately determine whether some reason other than illegal drug use explains a drug-positive urine. If the MRO verifies illegal drug use, the information related to the use of illegal drugs will be disclosed to the Chief or his designee. Any medical information provided to the MRO that is not specifically related to use of illegal drugs will be treated as confidential and not disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory findings, no information identifying the specific employee will be disclosed and the tests results will be reported as negative.

### V. DISCIPLINARY ACTION AND APPEAL.

- A. Disciplinary action against an employee for substance abuse shall occur only after a departmental investigation in which the employee is informed of the evidence against him and has had an opportunity to respond.
- B. Employees who are found to be using illegal drug(s) or who have been abusing legally prescribed drug(s) shall be allowed to enter a substance abuse rehabilitation program and shall not be terminated on the first instance of drug use. Refusal to submit to a drug test, or adulteration of, or switching a urine sample may be grounds for dismissal.
- C. Employees may appeal any formal disciplinary action pursuant to the current Labor Agreement.

### VI. PARTICIPATION IN A TREATMENT PROGRAM. Employees who may be drug dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the Employee Assistance Program. Any self-referral will be kept confidential to the extent provided by the EAP's policies and procedures. Voluntary assistance should be sought BEFORE the drug abuse affects job performance or endangers fellow employees or members of the public.

Although rehabilitation is one of the principal mechanisms relied upon to reach the goal of this Program, rehabilitation is considered only secondary to the primary goal of ensuring safety. The Chief will, therefore, recommend referral to EAP only when the particular circumstances of an employee's case indicate that treatment will be both therapeutic, and a reasonable alternative to facilitating the goal of this program. If the Chief or his designee refers an employee to the EAP, such supervisory referral will be considered a direct order. Supervisory referrals will be kept confidential to the extent provided in this Program, and in the EAP's policies and procedures, except that the EAP will submit a written report to the Chief when an employee successfully completes the EAP, refuses to participate in the EAP, or withdraws from the EAP before successful completion of the program.

## **Appendix B (Continued)**

The township's EAP is separate and distinct from the Police Department and this Drug Screen Program, and, therefore, any referral or treatment is subject to the EAP's own policies and procedures.

Participation in the EAP will not necessarily preclude disciplinary action with respect to any violations of the law or work rules and regulations.

**VII. MEDICAL PROVIDER.** The Medical Provider for collection of samples referred to above will be a company that has been mutually agreed upon by the Township and the Union. The hours of operation will be defined and listed in a separate notice that will be provided to each member of the Bargaining Unit.

**VIII. NOTICE OF EDUCATION OF EMPLOYEES REGARDING TESTING.**

**A.** All employees will be informed of the Department's drug testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance, the manner in which these drug tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine, the types of substances to be screened, and the consequences of testing positive for illegal drug use. All new employees will be provided with this information when initially hired. No employee shall be tested until this information has been provided.

**B.** There will be a 90 day information distribution period prior to the implementation of testing under this policy for employees.

**IX. PROBATIONARY EMPLOYEE DRUG TESTING.** All newly promoted probationary employees shall be required, as a condition of employment, to participate in any unannounced mandatory drug tests scheduled during the probationary period.

### **ALCOHOL TESTING PROGRAM FOR SWORN EMPLOYEES OF THE BOARDMAN POLICE DEPARTMENT**

As part of the random drug-testing program agreed to by the Association and the Township, the following procedure has been negotiated. When randomly selected according to previously agreed upon procedures or tested for cause, the officer will be checked for alcohol use by recognized accepted testing methods. If a positive screen is obtained and a confirmatory positive result is found the following procedure will be implemented.

**1. Positive Confirmed Test Result Under .05.**

**a.** The officer in question will be removed from duty for the remainder of their shift and the amount of time lost as a result will be deducted from their AT or Sick Time.

## Appendix B (Continued)

- b. At least one hour prior to returning to any duty, the officer will report to the screening site on his own time and be re-tested.

If the re-test result is a positive and confirmed, the officer will be referred to a Substance Abuse Professional for assessment and evaluation. The officer will not return to duty until cleared by this individual. In addition to the recommendations of the SAP, the officer upon his return will be subject to six (6) mandatory random alcohol screenings during the next year. These tests will be in addition to the regular random screenings established previously in this policy.

If the re-test is negative, the officer will return to duty. Within one (1) week, the officer shall meet with the Chief of Police to discuss the positive result. During this meeting, the officer may make a written statement as part of the official record.

### 2. Positive Confirmed Test Result .05-.099.

- a. The officer in question will be removed from duty for the remainder of their shift and the amount of time lost as a result will be deducted from the AT or Sick Time.
- b. At least one hour prior to their returning to any duty, the officer will report to the screening site on their own time and be re-tested. If the re-test is positive and confirmed, the officer will be referred to a Substance Abuse Professional for assessment and evaluation. The officer will not return to any duty until cleared by this individual. In addition to the recommendations of the SAP, the officer upon their return will be subject to six mandatory random alcohol screenings during the next year. These tests will be in addition to the regular random screenings established previously in this policy.

If the re-test result is negative, the officer will be permitted to return to work and the officer scheduled for an assessment and evaluation by an SAP. In addition to the recommendations of the SAP, the officer upon his return will be subject to two mandatory random alcohol screenings during the next year. These tests will be in addition to the regular random screenings established previously in this policy.

### 3. Positive Confirmed Test Result .10 or Above.

- a. The officer in question will be removed from duty for the remainder of their shift and the amount of time lost as a result will be deducted from their AT or Sick Time.
- b. The officer will be referred to a Substance Abuse Professional for assessment and evaluation. The officer will not return to any duty until cleared by this individual. In addition to the recommendations of the SAP, the officer upon their return will be subject to six mandatory random alcohol screenings during the next year. These

## **Appendix B (Continued)**

tests will be in addition to the regular random screenings established previously in this policy.

Any time during testing that a second positive result is confirmed, the officer will be removed from duty, and will be subject to referral to the SAP as outlined above.

**APPENDIX C  
SICK LEAVE CONVERSION OPTIONS**

**Article 34, Section 4 Option #1 Non-Pensionable**

		Pay/yr			
7/17/07-7/17/08		26			
7/17/08-7/17/09		26			
7/17/09-7/17/10		26			
Hrs 7/17/07	1228.23				
3 year	60%				
	736.94				
Hr rate	\$ 27.97		Per pay	Inc hr rate	
Total Dollars	\$ 20,612.22	78	\$264.26	\$3.31	
		3/26/2008	61	\$337.94	\$4.23
		3/29/2008	60	\$343.54	\$4.30
		4/12/2008	59	\$349.36	\$4.37

**Article 34, Section 4 Option #2 Pensionable**

**SICK TIME BUY BACK OPTION (LIMITED PENSIONABLE)**

<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>	
240 hrs	240 hrs	240 hrs	
50%	50%	50%	
120 hrs	120 hrs	120 hrs	
\$27.97	\$29.09	\$29.09	
\$3,356.40	\$3,490.80	\$3,490.80	\$10,338.00*

**\*Per Article 34, Pensionability is determined PERS**

Up to 120 hours from prior years (non-pensionable)

120 hours earned in calendar year less any hours taken in calendar year (pensionable)

50% of total above

**SIDE LETTER #1  
WAGE SCHEDULE ADMINISTRATION**

**Section 1.** The parties agree that persons that were members of the OPBA ranking officers bargaining unit as of January 1, 2009 shall not be subject to the parties' new step schedule negotiated as part of this Agreement. Upon promotion to the rank of Lieutenant or Captain, these members shall be placed at the top rate of pay for the applicable classification/rank. All persons that subsequently become members of the OPBA ranking officers bargaining unit shall be subject to the step schedule negotiated as part of the parties' Agreement.

**SIDE LETTER #2  
ONE TIME PAYMENT**

The parties agree that bargaining unit members will be entitled to a nine hundred fifty dollar (\$950.00), one-time payment in each of the three (3) years of the Agreement. Payment shall be made in the first full pay period after execution of the agreement in 2012. Thereafter, payment shall be made during the first full pay period in January 2013 and January 2014.

**SIDE LETTER #3  
VACATION ACCRUAL SCHEDULE FOR CURRENT FULL-TIME EMPLOYEES**

**Section 1.** The parties agree that full-time employees hired prior to September 1, 2009, shall receive vacation leave in accordance with the following schedule:

<u>Completed Years of Active Service</u>	<u>Paid Days Off</u>
1	10
6	15
12	20
13	21
14	21
15	22
16	23
17	24
18	25
19	26
20	27
21	28
22	29
23	30
24	31
25	32
26	33
27	34
28	35

**SIDE LETTER #4  
INSURANCE PREMIUMS**

The parties agree that for the remainder of contract year 2012, bargaining unit members shall continue to pay ten percent (10%) for the premium cost of health care and ancillary coverage under the applicable plan. Thereafter, beginning with the first full pay period after January 1, 2013, the contribution rates shall be adjusted and shall be paid in accordance with the formula set forth in Section 3 of the Agreement as applied to the actual monthly insurance rates as of January 1, 2013.

**SIDE LETTER #5  
WELL-BEING INCENTIVE**

Each member of the bargaining unit who annually submits a certification from his physician that he has undergone a physical examination shall receive a payment of four hundred fifty dollars (\$450.00) each year. Payment shall be made within thirty (30) days of the submission of the certification.