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STATE EMPLOYMENT
RELATIONS BOARD

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# AN AGREEMENT

# BETWEEN

# THE TRUSTEES OF BEAVER TOWNSHIP

# AND

# THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION BARGAINING UNIT "DISPATCHERS"

**EFFECTIVE: JANUARY 1, 2012**

**EXPIRES: DECEMBER 31, 2014**

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## ARTICLE 1: PREAMBLE

This Agreement is hereby entered into between Beaver Township hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA".

## ARTICLE 2: PURPOSE

**Section 1:** The Employer and the OPBA hereby enter into this Agreement reached through the process of collective bargaining for the following purposes:

1. To recognize the legitimate interests of the employees of the Employer;
2. To determine the wages, hours, and terms and working conditions of those employees;
3. To promote harmonious, cooperative relations;
4. To promote efficient, effective service to the citizens of Beaver Township and other contracted agencies.
5. To avoid interruption or interference with the efficient operation of the Employer's business; and
6. To provide a procedure for the fair and equitable adjustment of grievances that arises as a result of the misinterpretation, misapplication or of the express provisions of this Agreement.

## ARTICLE 3: RECOGNITION

**Section 1:** The Employer agrees to recognize the OPBA as the sole and exclusive bargaining representative for all employees in the bargaining unit for purposes of negotiating wages and benefits, hours of work, and all other terms and conditions of employment.

**Section 2:** For purposes of this Agreement, the bargaining unit is defined as all full-time employees employed by the Employer in the ranks of Dispatcher.

**Section 3:** If during the life of this Agreement the Employer wishes to establish the use of new rank, the parties shall meet to determine whether or not such rank is to be included in or excluded from the bargaining unit. In the event the parties are unable to reach agreement, the dispute will be submitted to the State Employment Relations Board (SERB) for final disposition in accordance with ORC 4117 and any applicable rules thereto.

If the new rank is to be included in the bargaining unit, the parties will attempt to negotiate an appropriate salary. If the OPBA disagrees with the salary proposed for the newly included rank, the issue shall be resolved in accordance with the dispute resolution procedures specified by ORC 4117.

**Section 4:** The Employer shall furnish the OPBA with a list of all employees in the classifications/ranks included in the bargaining unit, which indicates the employee's starting date of employment. Such list shall be furnished annually and will be supplemented with the names of each new employee as he or she is hired.

**Section 5:** "Full-Time" is defined as an employee whose regular hours of duty are forty (40) hours per week. "Part-Time" is defined as an employee whose regular hours of duty are less than forty (40) hours per week.

Every newly hired employee will be required to successfully complete a probationary period of one year. A newly hired probationary employee may be terminated any time during his probationary period without recourse.

## ARTICLE 4: DUES DEDUCTION

**Section 1:** During the life of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms requesting said deductions.

No new authorization forms will be required from any employee in the bargaining unit for whom the Employer is currently deducting dues.

**Section 2:** The initiation fees, dues or assessments deducted shall be in the amount certified to the Employer by The OPBA in accordance with its Constitution and By-Laws.

Any changes in initiation fees, dues or assessments certified to the Employer by the OPBA shall be affected in the first applicable payroll following notification of such change in accordance with Section 3 of this Article.

**Section 3:** The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

**Section 4:** A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the Treasurer of the OPBA within thirty (30) days from the date of making said deductions.

**Section 5:** The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

## ARTICLE 5: AGENCY SHOP

**Section 1:** Each employee covered by this Agreement who fails to voluntarily become a member of the OPBA or authorize dues deductions shall be required as a condition of employment on or after sixty (60) days following the beginning of employment, or the effective date of this Agreement, whichever is later, to pay the OPBA fair share fee, which shall not exceed that amount which is allowed by law, and pursuant to a pre-deduction independent audit accounting for actual cost of contract negotiations and contract administration.

**Section 2:** The OPBA shall comply with all applicable laws concerning the collection and assessment of fair share fees. The OPBA further agrees to indemnify the Employer and its agents for any damages that may be assessed against it for its actions in collecting and distributing said fair share fee.

## ARTICLE 6: MANAGEMENT RIGHTS

**Section 1:** The Employer shall have the following exclusive rights to manage and direct the work force and maintain the efficiency of its operations, except as modified by the terms of this Agreement:

1. Determine matter of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Public Employer, standards of services, its overall budget, utilization of technology, and organizations structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of government operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted:
5. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public Employer as a governmental unit.

## ARTICLE 7: EMPLOYEE RIGHTS

**Section 1:** An employee has the right to the presence and advice of an OPBA representative at all disciplinary hearings and/or disciplinary interrogations after a written complaint has been filed against such employee.

**Section 2:** An employee who is to be questioned, as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

**Section 3:** Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation may be the basis of such a charge.

**Section 4:** Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. The Employer may have a transcript of such recording made at the Employer's expense, a copy of which shall be furnished to the employee.

**Section 5:** An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

**Section 6:** With respect to investigations, which may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters, which are being considered. If, during the course of an investigation this is determined, the formal written notice will be prepared and delivered to the employee.

**Section 7:** In the course of an internal affairs investigation, a polygraph or computer voice stress examination will be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph or computer voice stress examination, such examination shall not be used in any subsequent court action.

**Section 8:** All complaints by civilians, which may involve suspension or discharge of any employee, shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation.

## ARTICLE 8: NO STRIKE/NO LOCKOUT

**Section 1:** The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes.

**Section 2:** Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Section may be grounds for discipline. The OPBA shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided that the OPBA meets all of it obligations under this Article.

**Section 3:** The OPBA shall at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the OPBA shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA shall advise the employees to return to work immediately.

**Section 4:** The Employer shall not lock out any employee(s) for the duration of this Agreement.

## ARTICLE 9: DISCIPLINE/CORRECTIVE ACTION

**Section 1:** No non-probationary employee shall be reduced in pay or position, suspended or removed except for just cause. Further, no form of disciplinary action will be taken against any non-probationary employee except for just cause.

The Employer may take disciplinary action for offenses, which occur while the employee is on duty, or which occur while the employee is working under the colors of the Employer, or in instances where an employee's conduct violates his oath of office.

**Section 2:**

A. Discipline will be applied in a corrective, progressive and uniform manner.

B. Progressive discipline shall take into account the nature of the violation, and the employee's record of discipline as established by Section 6 of this Article.

C. Whenever the Employer and/or his designee determines that there may be cause for an employee to be disciplined, a pre-disciplinary conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged misconduct. The pre-disciplinary conference shall be conducted in accordance with rules 1 through 3 below. The affected employee(s) may elect to have a representative of the OPBA present at any such pre-disciplinary conference.

    1. The employee shall be provided with a written notice advising him of the charges and specifications of the charges against him. In addition, the notice will list the date, time, and location of the hearing. Such notice shall be given to the employee at least five (5) days before the hearing. The employee shall be allowed representation of his choice, the cost of which shall be borne by the employee. Time limits may be waived by mutual consent of the parties.
    2. The hearing shall be conducted before the Chief of Police or in his absence, his designee. The employee may offer verbal or written statements from other persons pertaining to the charges during the hearing.
    3. Within five (5) calendar days after the hearing, the Chief of Police or his designee shall provide the employee and Employer with a written statement affirming or dismissing the charges based on the strength of the evidence given at the hearing by the employee and the supervisor. The document will also give the reasons for the decision.

D. The charges filed must include the following:

    1. The specific violation;
    2. The date and time of the alleged violation;
    3. Place where the alleged violation occurred;
    4. A complete narrative concerning the alleged violation.

**Section 3:** Following the conference, any employee receiving an order of suspension or dismissal may invoke the grievance procedure within five (5) working days of receipt of the written decision. The employee may invoke the grievance procedure at Step 3 (Trustees).

**Section 4:** Prior to the scheduled time of the conference, the employee may waive his/her right to such a conference, by signing a "Waiver of Pre-Disciplinary Conference" form.

**Section 5:** The Employer agrees all disciplinary procedures shall be carried out in private and in a businesslike manner.

**Section 6:** Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters and shall be removed from the personnel file under the following time frames, providing that there are not intervening disciplinary actions on the same offense taken during that time period:

| | |
|---|---|
| Oral and written reprimands | 6 months |
| Suspensions of less than 3 days | 12 months |
| Suspensions of 3 days or more | 24 months |

**Section 7:** An employee may inspect his personnel file as set forth in this Agreement under Article 34, Personnel Files.

**Section 8:** No portion of this agreement shall be construed as to limit the Chief of Police and an Employee from arriving at a mutually agreed upon resolution to an issue pending formal discipline, prior to the steps in this Article being implemented.

If the informal proceeding does not arrive at a mutual resolution, the Employee has the right to go to the formal proceedings provided by this Article at any time. The Employee will be permitted to bring along with him representation of his choosing for the above-mentioned informal proceeding.

## ARTICLE 10: ASSOCIATION REPRESENTATION

**Section 1:** The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment to conduct legitimate business on behalf of the OPBA or its members. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by its representatives. Before leaving an assignment pursuant to this section, the representative must notify and obtain approval from the Police Chief or his designee. Such approval will not be unreasonably withheld (unless circumstances exist which require the employee's immediate attention and/or are necessary to preserve the safety of the community.)

**Section 2:** Negotiating Committee. The Township agrees to pay the OPBA negotiating committee for their regular scheduled duty hours lost during agreed upon negotiation-scheduled meetings between the OPBA and the Township. This benefit will be limited to a maximum of two (2) members of the OPBA.

**Section 3:** Conference or Seminars. In the event that the OPBA requests the attendance of local members to a national or State Union conference, or any seminar related to OPBA job activity, the local Director and one (1) appointed designee from the OPBA shall be permitted up to two (2) days per year paid leave of absence to attend such meetings. Employees may utilize other available paid leave for purpose of this Article. The employee(s) shall make written requests for such leave of absence at least ten (10) calendar days in advance of the requested date.

## ARTICLE 11: GRIEVANCE PROCEDURE

**Section 1:** Every employee shall have the right to present his grievance in accordance with the Procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

**Section 2:** For the purposes of this procedure, the below listed terms are defined as follows:

A. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.

B. Grievant - The "grievant" shall be defined as any employee, group of employees within the bargaining unit or the OPBA having or filing the grievance.

C. Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.

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

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

A. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.

B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant.

C. If a grievance affects a group of employees, or is associated with an employer-wide controversy, it may be submitted at Step 3.

D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of Police and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all aspects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

E. The grievant may choose whomever he wishes to represent him at any step of the grievance procedure after Step 1.

F. The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

G. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically proceed to the next step. The time limits specified for either party may be extended only by written mutual agreement.

H. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

**Section 4:** All grievances shall be administered in accordance with the following steps of the grievance procedure.

**Step 1:** An employee who believes he may have a grievance shall notify the Chief of Police of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Chief will schedule an informal meeting with the employee and an OPBA representative, if such representation is requested by the employee, within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

**Step 2:** If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief of Police within five (5) days of the informal meeting or notification of the Chief's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Chief fails to give the employee an answer. The Chief of Police shall give his answer within five (5) days of the receipt of the written grievance.

**Step 3:** If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Trustees within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Trustees or their designee shall consider the grievance at the next regularly scheduled meeting of the Trustees, provided that at least ten (10) days are allowed between the receipt of the appeal and the Trustees meeting. The hearing will be held with the grievant, his OPBA representative and any other party necessary to provide required information for the rendering of a proper decision. The Trustees or their designee shall issue a written

decision to the employee and OPBA representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

## ARTICLE 12: ARBITRATION PROCEDURE

**Section 1:** In the event a grievance is unresolved after being processed through all steps of the grievance procedure, unless mutually waived, then within ten (10) days after the rendering of a decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) day period the parties will meet to attempt to mutually agree upon an arbitrator. If the parties are unable to mutually agree upon an arbitrator, then the parties shall jointly request the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to submit a panel of arbitrators and will choose one by the alternative strike method with the OPBA striking first.

**Section 2:** The hearing or hearings shall be conducted pursuant to this contract or the procedures of the AAA or FMCS.

**Section 3:** The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the parties equally. All expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

**Section 4:** An employee requested to appear at the arbitration hearing by either party shall attend without necessity of subpoena and shall be compensated by the party calling same at his regular hourly rate for all hours during which his attendance is required by either party if during regular scheduled hours. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

**Section 5:** The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be final and binding in writing, and a copy sent to all parties present at the hearing.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the specific provisions of the collective bargaining contract, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein, nor to make any award that is contrary to law. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations of declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving the Employer's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Employer under its policies, applicable law, and rules and regulations having the force and effect of law.

## ARTICLE 13: NON-DISCRIMINATION

**Section 1:** The Employer and the OPBA agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex or political affiliation.

**Section 2:** The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate against any employee with regard to membership, non-membership or participation or non-participation in OPBA activities.

## ARTICLE 14: GENDER AND PLURAL

**Section 1:** The use of words contained herein in the singular shall be construed to include the plural, and words in plural, the singular. The masculine, feminine or neuter genders where used herein shall be construed to include all of said gender. The use of either the masculine or feminine genders is for convenience purposes only and is not interpreted to be discriminator in nature.

## ARTICLE 15: CONFORMITY TO LAW

**Section 1:** This Agreement shall supersede any present and future State and Local Laws. Such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as is such invalid portion thereof had not been included herein.

**Section 2:** In the event of enabling legislation on the State or Federal level during the life of this Agreement or any extension thereof, to include matters subject to collective bargaining, which were not included on the effective date of this Agreement, the parties shall commence negotiation on these new matters not later than thirty (30) calendar days from the receipt of a notice of intent to negotiate regarding such new matters by either party. If an agreement is reached as to these new matters, it shall be reduced to writing signed by the parties, and incorporated herein.

## ARTICLE 16: DUTY HOURS

**Section 1:** The standard work week for all full-time employees of the Employer covered by this Agreement will be forty (40) hours inclusive of a thirty (30) minute meal period when possible. This article is intended to be used as a basis for computing overtime.

**Section 2:** All days off shall be in succession based on the needs of the Department and when the schedule permits.

## ARTICLE 17: OVERTIME PAY AND COURT TIME

**Section 1:** All employees, for work performed in excess of forty (40) hours in one week or eight (8) hours in a day (except for double backs, call-in and court time) shall be compensated, at the employee's election, either at (a) the rate of one and one-half (1.5) times the employee's regular hourly rate for all overtime or (b) compensatory time computed at the same rate to be taken in the future as approved.

**Section 2:** Any overtime worked by an employee and compensated in compensatory time, rather than cash will be taken at the employee's choice as long as an advance request is made by the employee and as long as this request is approved by the Chief of Police. All overtime cash compensation earned will be added to the employee's next regularly scheduled pay. Employees must request use of earned but unused compensatory time, in writing, at least forty-eight (48) hours prior to requested use time.

**Section 3:** Each employee may accumulate up to 480 hours of compensatory time as is provided for under the provisions of the Fair Labor Standards Act. Any employee reaching the 480-hour compensatory time limit shall be compensated in cash for any overtime worked in excess of the compensatory time limit of 480 hours.

**Section 4:** An employee appearing in court on behalf of the employer or called into work at a time disconnected from regular and rescheduled hours of work shall be compensated at the employee's regular hourly rate of pay with a minimum of four (4) hours. If said court time or work exceeds four (4) hours, the employee shall be compensated for actual time worked or in court at his regular hourly rate of pay.

**Section 5:** Any and all overtime so granted as per the above mentioned paragraphs shall be paid or placed into compensatory time hours at the option of the dispatcher involved.

**Section 6:** Pyramiding of Overtime. Whenever two (2) or more overtime or premium rates may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding of such overtime.

**Section 7:** An employee may request in writing to the Chief to convert full or partial time coming accounts to cash. The written request must be filed with the Chief no later than March 15 of the year preceding payment. Payment will then be made by March 15, of the following year.

**Section 8:** In the event that a dispatcher is needed to cover an open shift(s) due to a dispatcher(s) utilizing any approved leave, which occurs within 24 hours of the start of his/her shift, the following steps will be followed:

1. Step 1 – Part time dispatchers will be contacted to cover the shift. If no part time dispatchers are available, then move to Step 2.
2. Step 2 – The dispatcher presently on duty and the dispatcher scheduled for the succeeding shift will each be offered to split the shift. If only one of the two dispatchers wishes to cover the shift, that dispatcher will be offered the entire shift. If said dispatcher can only cover four hours, then the remaining hours will be offered in an overtime call out, starting with the most senior dispatcher from a rotating list of members of Bargaining Unit D. Once a dispatcher accepts a shift, they will be rotated to the bottom of the list. If either is unable to cover the open shift, then move to Step 3.
3. Step 3 – If Step 2 failed to cover the shift, a supervisor will order the dispatcher presently on duty and the dispatcher scheduled for the succeeding shift to split the shift. In emergency situations, if supervision deems that is not feasible to force out these dispatchers, the supervision will force out the least senior dispatcher from Bargaining Unit D.

In the event that a dispatcher is needed to cover an open shift(s) due to a dispatcher(s) utilizing any approved leave, which occurs prior to 24 hours of the start of his/her shift, the following steps will be followed:

1. Step 1 – Part time dispatchers will be contacted to cover the shift. If no part time dispatchers are available, then move to Step 2.
2. Step 2 – A list of dispatchers consisting of members of Bargaining Unit D will be maintained in order of most to least seniority. The overtime will be offered to the most senior dispatcher. If that dispatcher accepts the shift or refuses it, he/she will then be rotated to the bottom of the list.
3. Step 3 - If Step 2 failed to cover the shift, a supervisor will order the dispatcher presently on duty and the dispatcher scheduled for the succeeding shift to split the shift. In emergency situations, if supervision deems that is not feasible to force out these dispatchers, the supervision will force out the least senior dispatcher from Bargaining Unit D.

The following procedures will be maintained for the call out list: Dispatchers will give a designated telephone number for call outs. If the dispatcher does not answer, a message will be left stating that they were being called for overtime purposes. At that point dispatchers will be called in descending order of seniority until the shift is covered. If a dispatcher who receives his/her message in time to call back prior to a junior dispatcher's acceptance of the shift, then that dispatcher will take the shift.

## ARTICLE 18: HOLIDAYS

**Section 1:** All full-time employees shall receive the following paid holidays: New Year's Day, Independence Day, Martin Luther King Day, Labor Day, President's Day, Columbus Day, Memorial Day, Veteran's Day, Thanksgiving Day and Christmas Day.

**Section 2:** Employees shall have the option of electing to either take the time off with pay or work the day and be paid for the holiday at two and one-half (2.5) times his straight time rate of pay and shall notify the Employer of his election.

**Section 3:** Should an employee elect to take the time off instead of pay for the holidays, the employee shall designate the days he/she wishes to take off which shall be subject to the advance approval of the Chief as to when they may be taken.

## ARTICLE 19: VACATIONS

**Section 1:** Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

| Length of Service | Weeks |
|---|---|
| After one (1) years of service | Two (2) weeks (80 hours) |
| After seven (7) years of service | Three (3) weeks (120 hours) |
| After fifteen (15) years of service | Six (6) weeks (240 hours) |
| After twenty (20) years of service | Seven (7) weeks (280 hours) |

All vacation shall be awarded according to PERS time. A new employee who is hired after January 1st of any given year shall have his/her time pro rated as follows: Eligible vacation hours, divided into 2080 hours, multiplied by the remaining hours for the year.

**Section 2:** Earned vacation shall be awarded on the employee's revised anniversary date in accordance with the above schedule, provided the Employer employs the employee at that time.

**Section 3:** Vacation time shall be taken at a time approved of by the Chief of Police.

**Section 4:** An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

**Section 5:** Any employee who resigns, is terminated or retires and has unused vacation time shall be compensated for such vacation time in the next regular scheduled pay period.

**Section 6:** Any employee of the Employer who has accumulated and earned vacation time from being employed by the State of Ohio or any other political subdivision of the State of Ohio shall be allowed to transfer said vacation time and credit to his accumulated vacation time with the Employer.

**Section 7:** Vacation accumulation shall be based on a forty (40) hour workweek.

**Section 8:** No employee may work and request vacation pay for the same work period.

**Section 9:** Earned but unused vacation time may be converted into cash and reported to the Ohio Public Employees Retirement Systems as "earnable salary" for that employee before the end of a calendar year at the Trustees' discretion after receiving a written request from the employee. Any unused vacation time as of December 31st will be paid as follows: An employee with less than 20 years PERS service may cash in a maximum of 80 hours. An employee with more than 20 years PERS service may cash in a maximum of 160 hours. No vacation leave may be carried over unless requested in writing and approved by the Trustees. Any vacation leave carried over shall be used within six (6) months and will not be reported to the Ohio Public Employees Retirement Systems as "earnable salary" for that employee.

**Section 10:** The maximum amount of unused vacation time that the Employer will convert into cash and report to the Ohio Public Employees Retirement Systems as "earnable salary" for that employee is that which an employee accrues in one calendar year (January 1 through December 31), less any time that the employee used during the year. The vacation time being converted must have been earned in the calendar year it is to be converted, excepting a conversion that occurs in January for the prior calendar year.

## ARTICLE 20: SICK LEAVE

**Section 1:** Sick leave shall be defined as an absence with pay necessitated by illness or injury of the employee; medical, dental or optical examinations or treatment, which requires the employee, and which cannot be scheduled during non-working hours; contagious disease; or pregnancy and/or childbirth and other conditions related hereto of a member of his/her immediate family.

Immediate family is defined as the employee's spouse, children or parents residing in the employee's household. When the use of sick leave is due to death in the immediate family, "immediate family" shall be expanded to include the employee's parents, spouse, child, step-child, sibling, father-in-law, mother-in-law, grandparents and step-parents.

**Section 2:** All full-time employees shall earn sick leave at the rate of one hundred twenty (120) hours per year with no limitation on the number of sick hours earned that may be accumulated.

**Section 3:** An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least two (2) hours, if possible, or a reasonable time before the start of his work shift each day he is to be absent.

**Section 4:** Sick leave may be used in segments of not less than one (1) hour.

**Section 5:** Any employee off sick more than five (5) consecutive scheduled working days shall be required to present a return to work form from a licensed physician to the Chief of Police indicating the employee is fit to return to duty. Failure to provide a return to work form shall constitute a forfeiture of the right to use sick leave for the absence.

In extended leave situations, meaning absence of more than five (5) consecutive scheduled working days, the Chief of Police may require the employee to submit a note from a licensed physician indicating the employee is not fit for duty and an anticipated return to work date, if known. Additionally the Chief of Police may order the employee to be examined by a physician designated by the Trustees and paid by the Employer to determine fitness for duty.

**Section 6:** Any abuse of sick leave shall be just and sufficient cause for discipline as may be determined by the Employer.

**Section 7:** An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

**Section 8:** Any employee of the Employer who has accumulated sick leave earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public

employer shall be allowed to transfer said accumulation to his sick leave accumulation with the Employer, providing that such sick leave accumulation shall be limited to the existing maximum accruable amount in effect in Beaver Township at the time of transfer in this Agreement.

**Section 9:** An employee, with ten (10) or more years of service in the department, who elects to retire from active service shall, upon notifying the Employer in writing, be entitled to compensation in a lump sum for accumulated sick leave according to the following schedule:

30% of all accumulated sick leave in excess of 1 hour through 800 hours, plus
40% of all accumulated sick leave in excess of 801 hours through 1,600 hours, plus
50% of all accumulated sick leave in excess of 1,601 hours through 2,400 hours, plus
100% of all accumulated sick leave in excess of 2,401 hours.

**Section 10:** Any member may elect to receive his/her monthly ten (10) hours of sick time earned either as (A) cash to be paid at the employee's hourly rate and reported to the Ohio Public Employees Retirement Systems as "earnable salary" for that employee, or (B) as accumulated sick time. The member shall submit the cash request with the second payroll of each month.

**Section 11:** Regardless of how much sick leave that an employee may have accumulated, the maximum amount of unused sick leave that the Employer will convert into cash and report to the Ohio Public Employees Retirement Systems as "earnable salary" for that employee is that which an employee accrues in one calendar year (January 1 through December 31), less any leave that the employee used during the year. The sick leave being converted must have been earned in the calendar year it is to be converted, excepting a conversion that occurs in January for the prior calendar year.

## ARTICLE 21: CLOTHING ALLOWANCE

**Section 1:** Effective each April and October, paid in the first pay period, during this contract the Employer shall issue a check in the amount of one hundred ninety dollars ($190.00) to each full-time employee as a uniform allowance.

## ARTICLE 22: PERSONAL LEAVE

**Section 1:** All employees shall, in addition to all other leave benefits, be granted three (3) non-cumulative personal leave days each year, which are to be taken within the calendar year earned. A new employee who is hired after January 1st of any given year shall have his/her time pro rated as follows: 24 hours, divided into 2080 hours, multiplied by the remaining hours for the year.

**Section 2:** Personal days shall only be taken with the advance notice of four (4) hours and with prior approval of the Chief of Police.

## ARTICLE 23: BEREAVEMENT LEAVE

**Section 1:** All employees covered by this Agreement shall be entitled to leave with pay (not to be deducted from the employee's sick leave) for time lost up to three (3) days for attendance at the funeral of the following: mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchild and loco parentis.

**Section 2:** Bereavement leave taken must include the day of the funeral as scheduled.

**Section 3:** Employees may use accumulated unused sick leave, up to an amount of fourteen (14) consecutive calendar days in addition to the paid leave set forth in their Article for the death of the following: mother, father, spouse, and child.

**Section 4:** The Employer or his designee may extend the amount of personal sick leave days to be used pursuant to Section 3 of this Article, based on information supplied to the Employer or his designee, by the employee requesting said leave.

**Section 5:** If the funeral of the employee's immediate family, as defined in Section 1 of this Agreement, is out of town (50 mile radius) the Chief may allow up to two (2) additional days at the employee's request which may be deducted from personal sick leave or personal days whichever is available.

## ARTICLE 24: INJURY LEAVE

**Section 1:** Payment for Time Lost. In the event of an injury while in the active discharge of duty, the employee shall be paid as follows:

A. For the lost time of up to one (1) year, the employee shall receive full pay, which does not count against a member's exemplary attendance award.

B. During the time lost due to injury, for which the employee is receiving pay from the Township, the employee shall not suffer any loss of fringe benefits or compensation under the terms and conditions of this contract. For this period of time, the Township will also continue to make the same deductions from the employee's pay, which was made prior to the injury.

C. During the time the employee is on disability leave, he shall not apply for temporary total disability benefits through the Bureau of Worker's Compensation and/or The Industrial Commission of Ohio. However, nothing shall preclude an employee from filing a claim with the Bureau of Worker's Compensation seeking medical benefits.

**Section 2:** Physical Examination. The Employer maintains the right to order an employee to have a physical examination to determine fitness for duty.

## ARTICLE 25: JURY DUTY LEAVE

**Section 1:** Any employee who is called for jury duty during regularly scheduled working hours, either Federal, County of Municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty as provided by law. In order to receive compensation, the employee must provide to the Employer:

A. Notice of his summons twenty-four (24) hours prior to the date of such service, if possible or otherwise as soon as the employee is aware.

B. A Clerk of Courts certificate or other document of the court stating the time served.

It is understood that an employee released from jury duty, prior to the end of his scheduled workday, shall report to work for the remaining hours unless there is three (3) hours or less left on his shift.

## ARTICLE 26: LEAVE OF ABSENCE WITHOUT PAY

**Section 1:** The Employer may grant a leave of absence without pay to an employee of the bargaining unit, covered by this Agreement in accordance with the rules set forth in this Article.

A. Employees in the bargaining unit, covered by this Agreement, and who have served at least one (1) year as a full-time dispatcher may be granted a personal leave of absence without pay for a period not to exceed ninety (90) consecutive days in any one (1) year. This allowance shall be limited to only one (1) employee at any one time, to be determined in accordance with seniority.

B. Employees in the bargaining unit, covered by this Agreement and who have three (3) or more years of continuous service, may be granted a leave of absence without pay for a period not to exceed six (6) months.

**Section 2:** Authorization for Leave. A leave of absence shall be requested and authorized on a form designated by the Employer. All requests for leaves of absence without pay must be applied for fourteen (14) days prior to the commencement of the desired leave, whenever possible.

**Section 3:** Reinstatement from Leave.

A. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position, if the employee's former position no longer exists. Any replacement in the position, while the employee is on leave, is to be a temporary basis.

B. An employee shall be returned to work before the scheduled expiration of leave if the employee submits such request in writing.

C. An approved authorized leave of absence without pay does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

**Section 4:** Unauthorized Leave of Absence. Any employee, who commences a personal leave of absence without obtaining prior authorized approval, as stated in this Article, shall be subjected to the disciplinary procedure.

**Section 5:** Sick Leave and Vacation Credits. An employee on leave of absence without pay does not earn sick leave or vacation credits. However, the time spent on authorized leave of absence is to be counted in determining the length of service for purposes of accruing vacation eligibility or other purposes where tenure is a factor.

## ARTICLE 27: COMPENSATION

**Section 1:** Effective **January 1, 2012**, all members of the bargaining unit shall receive a 0% wage increase, resulting in the hourly wage as reflected in Section 9 of this Article.

**Section 2:** Effective **January 1, 2013**, all members of the bargaining unit shall receive a 0% wage increase, resulting in the hourly wage as reflected in Section 9 of this Article.

**Section 3:** Effective **January 1, 2014**, all members of the bargaining unit shall receive a 0% wage increase, resulting in the hourly wage as reflected in Section 9 of this Article.

**Section 4:** Each full-time employee shall be entitled to a signing bonus in an amount equal to one and one-half percent (1.5%) of that employee's annual base compensation as determined in Section 1 of this Article to be paid by the Employer during the first pay of January 2012.

**Section 5:** Each full-time employee shall be entitled to a signing bonus in an amount equal to one and one-half percent (1.5%) of that employee's annual base compensation as determined in Section 1 of this Article to be paid by the Employer during the first pay of January 2013.

**Section 6:** Each full-time employee shall be entitled to a signing bonus in an amount equal to one and one-half percent (1.5%) of that employee's annual base compensation as determined in Section 1 of this Article to be paid by the Employer during the first pay of January 2014.

**Section 7:** Each full-time employee shall be entitled to a longevity bonus of $50.00 times each year of PERS service time, to be paid by the Employer on the first pay of November.

**Section 8:** PERS service time will be calculated as of October 31st, for each year of this Agreement, to determine the number of year's service to apply toward longevity pay.

**Section 9:** Longevity will begin after an employee completes five (5) years of service as a full-time dispatcher with Beaver Police Department.

**Section 10:** The following shall be the rank structure and the length of service time to move upward within that rank:

| | |
|---|---|
| Dispatcher III | 0 – 12 months |
| Dispatcher II | 12 – 36 months |
| Dispatcher I | after 36 months |

**Section 11:** The Communications Coordinator shall be paid an additional 15% above the employee's appropriate dispatch wage based on the employee's yearly wage.

**Section 12:**

| EFFECTIVE: JAN 1, 2012 | HOURLY | YEARLY |
|---|---|---|
| Dispatcher III | $16.07 | $33,425.60 |
| Dispatcher II | $16.79 | $34,923.20 |
| Dispatcher I | $18.83 | $39,166.40 |
| | | |
| **EFFECTIVE: JAN 1, 2013** | **HOURLY** | **YEARLY** |
| Dispatcher III | $16.07 | $33,425.60 |
| Dispatcher II | $16.79 | $34,923.20 |
| Dispatcher I | $18.83 | $39,166.40 |
| | | |
| **EFFECTIVE: JAN 1, 2014** | **HOURLY** | **YEARLY** |
| Dispatcher III | $16.07 | $33,425.60 |
| Dispatcher II | $16.79 | $34,923.20 |
| Dispatcher I | $18.83 | $39,166.40 |

## ARTICLE 28: INSURANCE

**Section 1:** The Employer will provide and pay the full premium on behalf of each full-time employee, their spouse and dependant children for hospitalization and medical service coverage under the policy in effect on the execution date of this contract or under a policy that provides substantially similar levels of benefits.

**Section 2:** The Employer will provide and pay the full premium on behalf of each full-time employee, their spouse and dependant children for dental insurance coverage under the policy in effect on the date of execution of this contract or under a policy that provides substantially similar levels of benefits. The Employer will also pay for an annual eye examination for each full-time dispatcher with Employer selecting the doctor and the Employer paying the cost of examination.

Employees shall contribute toward their insurance premium and health benefits card by payroll deduction, in the amount of 10% of the monthly cost, not to exceed $150.00 per month. This contribution shall be deducted in two equal bi-monthly payments.

**Section 3:** The Employer will provide and pay the full premium for all full-time employees for a term insurance policy in the face value of, at a minimum, twenty-five thousand dollars ($25,000).

## ARTICLE 29: MISCELLANEOUS

**Section 1:** In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination.

**Section 2:** Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such employee in the scope of employment.

**Section 3:** Pay checks will be issued every other Friday at 1000 hrs. The paychecks will also show the number of hours worked, both regularly and in an overtime capacity.

## ARTICLE 30: LAYOFFS

**Section 1:** If a lay off of employees become necessary due to lack of work or lack of funds, it shall be made in order of seniority, with the most junior to be laid off first, and a recall shall be made in the inverse order of seniority, the most senior first to be recalled. If a lay off of employees should become necessary, the Employer shall pay the employees being laid off the following: (1) Regular and overtime pay due; (2) Compensatory time due; and (3) Accrued but unused vacation time.

**Section 2:** It is further understood that before any full-time employees may be laid off under this Article, all part-time employees and reserve dispatchers must have been laid off and that no civilian employee shall be hired to do any work currently performed by members of the bargaining unit if such hiring would cause the lay off of a member of the bargaining unit.

**Section 3:** If during the life of this Agreement the Employer desires to subcontract or abolish the services of the Department, it shall notify the Union prior to implementing any decision for the purpose of discussing the effects and alternatives.

**Section 4:** If the lay off of a full-time employee, whose appointment was made available and provided for through state or federal funds, becomes necessary due to the exhaustion of those funds and the Employer being unable to appropriate the necessary funds, then the lay off of the part-time and reserve dispatchers under Section 2 of the Article would not be required.

This does not preclude any applicable provisions of this Agreement including Section 1 of this Article.

## ARTICLE 31: RETENTION OF BENEFITS

**Section 1:** All of the Employer's ordinances and resolutions shall remain in full force and effect during the life of this Agreement, except to the extent that such ordinances and resolutions conflict with the terms of this Agreement, in which case the terms of this Agreement shall be deemed as superseding such ordinances and resolutions.

## ARTICLE 32: SEVERABILITY

**Section 1:** In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

**Section 2:** If in the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the OPBA shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

**Section 3:** Any negotiated change must be reduced to writing and signed by both parties to be effective and incorporated into this Agreement.

## ARTICLE 33: EXEMPLARY ATTENDANCE AWARD PAY

**Section 1:** In recognition of an employee's exemplary record of perfect attendance, members of the police department who do not use any sick leave during the calendar year shall be rewarded in the following manner:

- $600 for 0 sick call offs
- $500 for 1 sick call offs
- $400 for 2 sick call offs
- $300 for 3 sick call offs
- $200 for 4 sick call offs
- $100 for 5 sick call offs

Payment will be made in the first pay of January, following the year it was earned.

In the event of a death of a member of the immediate family (i.e., spouse, parent, child, brother, sister, grandparent, mother-in-law, or father-in-law), sick leave days may be used as provided in this contract with no penalty against the dispatcher's record of attendance.

No penalty shall be assessed against the member employee's record of attendance for time lost from an approved service connected disability. No penalty shall be assessed against the member employee's record of perfect attendance for time lost from an approved maternity/paternity leave.

## ARTICLE 34: PERSONNEL FILES

**Section 1:** There shall be only one personnel file in the Township with the exception of EEO and I-9 related documents. Each employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. Nothing shall be placed in the employee's personnel file without their knowledge. An employee shall be entitled to have a representative of his choice accompany him during such review.

**Section 2:** The employee shall be given the right to place a statement of rebuttal or explanation in his file for any document placed there by the Employer. No anonymous material of any type shall be included in the employee's personnel file.

**Section 3:** Every dispatcher shall likewise be afforded the opportunity to voluntarily enter into his files favorable data not so previously included, such as letters or commendations, diplomas, awards and/or other descriptions of professional/educational accomplishments and advancements.

**Section 4:** Items in the employee's personnel file may only be released in accordance with Ohio Public Record Laws.

## ARTICLE 35: DURATION OF AGREEMENT

**Section 1:** This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein, shall become effective upon ratification and shall remain in full force and effect until December 31, 2014. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2014, notice of such a desire shall be given prior to October 31, 2014. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract.

## ARTICLE 36: HEALTH AND SAFETY

**Section 1:** Under this existing policy and drug testing program, including alcohol testing, no 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.

DRUG SCREENING PROGRAMS FOR EMPLOYEES OF THE BEAVER POLICE DEPARTMENT

### I. POLICY STATEMENT

The Employer and employees of Beaver Township 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 Beaver 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.

A. LEGAL DRUGS

Employees shall not use any legal drug to the extent that said drug may adversely affect the employee's safety and 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:

1. "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.
2. "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.
3. "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 (C) of this document.
4. "Medical Provider" means the facility mutually approved by the Township and the OPBA, which may change from time to time, which collects, screens and/or stores urine samples.
5. "Medical Review Officer" (MRO) means the physician mutually approved by the Township and the OPBA whose primary responsibility is to review and interpret positive test results obtained through this drug screening program.
6. "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.
7. "Substance abuse" means a positive confirmation result indicating the existence of a drug at or above the levels prescribed by the Township and OPBA and set forth in IV (C).
8. "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 (C) of this policy.
9. "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
    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 Detective Division, DEA or Drug Task Force assignments, D.A.R.E. Unit and other units with high potential for exposure to substance abuse.

b. Personnel assigned to any organized task force.
c. Evidence Room personnel.
d. Internal Affairs personnel.

The Chief 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.
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. WorkMed will administer and select by means of a computer the person(s) to be randomly screened. The employee who was selected will be notified to report for a random drug test. 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 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 an OPBA representative to accompany the employee and the supervisor to the testing site. The employee may release the OPBA 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 Beaver Police Department photo identification.

The Medical Provider will furnish urine sample containers pre-labeled with the employee's Beaver 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 OPBA 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.
1. Initial screening step, and
2. 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 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 OPBA 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:

| DRUG | INITIAL SCREENING LEVEL | CONFIRMATION LEVEL |
|---|---|---|
| **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 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.

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. Voluntary assistance should be sought BEFORE the drug abuse affects job performance or endangers fellow employees or members of the public.

**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 OPBA. 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**

1. 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.

**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.

**X. RANDOM ALCOHOL TESTING**

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.

Positive Confirmed Test Result Under .05

1. 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.
2. At least one hour prior to returning to any duty, the officer will report to the screening site on their 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 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 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.

Positive Confirmed Test Result .05-.099

1. 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.
2. 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.

Positive Confirmed Test Result .10 or Above

1. 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.
2. 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 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.

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.

## ARTICLE 37: INTERNAL PERSONNEL INVESTIGATIONS

**Section 1:** In the event the Township begins an internal, non-criminal investigation of any dispatcher covered by this contract, and upon which no charge has been filed, said dispatcher shall, within 10 days of the commencement of that investigation, excluding weekends and holidays, be notified in writing that he/she is being investigated and the nature of the investigation.

The investigation shall be completed within 30 days, excluding weekends and holidays, of the date the investigation began.

In addition, the Township shall only issue information pertaining to the investigation in compliance with Ohio Public Record Law.

**ARTICLE 38: EXECUTION**

**Section 1:** IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 10th day of January 2012.

FOR THE O.P.B.A.:

Barbara J. Lally

FOR THE EMPLOYER: