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02/15/2013

AGREEMENT

BETWEEN

COPLEY TOWNSHIP

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Effective: January 1, 2012 – December 31, 2014

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**ARTICLE 1
PREAMBLE**

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

**ARTICLE 2
PURPOSE AND INTENT**

In an effort to continue harmonious and cooperative relationships with the employees and to insure the orderly and uninterrupted efficient operations, the Employer and the full-time police department dispatchers now desire to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: To promote individual efficiency and service to Copley Township; to avoid interruption or interference with the efficient operation of the Employer's business; to promote fair and reasonable working conditions; and to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

**ARTICLE 3
RECOGNITION**

Section 3.1. The Employer agrees that it has and will continue to recognize the OPBA as exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all full-time dispatchers of the Copley Township Police Department, hereinafter referred to as "Employee" or "Employees," during the life of this Agreement. The Employer and the OPBA agree to continue to negotiate with each other in good faith on all matters concerning the employment of said Employees.

Section 3.2. The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

**ARTICLE 4
DUES DEDUCTION**

Section 4.1. During the terms 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 permitting said deductions. No new authorization forms will be required from any employees of the Copley Township Police Department for whom the Employer is currently deducting dues.

Section 4.2. The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

Section 4.3. The Employer shall deduct dues, initiation fees or assessments from the first pay check 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 check.

Section 4.4. 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 4.5. 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 5.1. Upon completion of sixty (60) days' employment as a full-time Dispatcher with Copley Township, all members of the bargaining unit, as identified in Article 3 of this Agreement, shall either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a service fee to the OPBA in an amount to be determined by the OPBA, which shall have the sole responsibility for the accuracy of such amount, as a condition of employment, all in accordance with Ohio Revised Code Section 4117.09.

Section 5.2. In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article 4 of this Agreement, entitled "Dues Deductions," except that such employees need not sign an authorization card for such deduction to be made.

Section 5.3. The OPBA shall indemnify and hold the Township harmless from any claims, suits, or actions resulting from its collection of service fees under this Article.

ARTICLE 6 MANAGEMENT RIGHTS

The Employer shall have the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations. Among the Employer's management rights are the right to hire, transfer, discipline and discharge for just cause, layoff and promote; to promulgate and enforce reasonable work rules; to introduce new equipment, methods of performing work, or facilities; to determine the size, duties and qualifications of the work force, and work schedules.

ARTICLE 7 EMPLOYEE RIGHTS

Section 7.1. An employee has the right to the presence and advice of an OPBA representative at all disciplinary interviews.

Section 7.2. 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 7.3. 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 will be the basis of such a charge.

Section 7.4. Interview sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

Section 7.5. An employee will be informed of the nature of any investigation of himself prior to any questions being asked of him. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 7.6. An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the OPBA present when reviewing his file. A request for copies of items included in the file shall be honored.

Section 7.7. In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation.

Section 7.8. Records of written reprimands or one-day suspensions that are more than two (2) years old shall be removed from an employee's personnel file. Records of suspensions in excess of one-day that are more than five (5) years old shall be removed from an employee's personnel file.

Section 7.9. In case of an anonymous or unsigned complaint, no further action will be taken unless there is reasonable belief that further investigation is warranted. The Chief or his designee shall so indicate by signing the complaint form. Any complaint alleging wrongdoing on the part of a Bargaining Unit Member shall be made in person and reduced to writing. The complainant shall be asked to sign the complaint form. Any signed complaint shall be investigated by the Chief or his designee. After the initiation of the investigation of a complaint, the Bargaining Unit Member may be required to submit a written report to the Chief or his designee explaining the incident involved with reference to the complaint. The Bargaining Unit Member shall be entitled to receive a written report from the Chief or his designee within five (5) days of its completion regarding the outcome of the investigation of the complaint. This written

report shall include a copy of the original complaint. Unsubstantiated complaints shall not be placed in the Bargaining Unit Member's file. The results of said investigation of any founded complaint against a Bargaining Unit Member shall be placed in the Bargaining Unit Member's file.

ARTICLE 8 NO STRIKE

Section 8.1. 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 8.2. 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 the 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 its obligations under this Article.

Section 8.3. 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 verbally and in writing to return to work immediately, and shall send a copy of said writing to the Employer. The writing shall contain a reference to the verbal warning.

Section 8.4. The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE 9 DISCIPLINE

Section 9.1. A non-probationary employee who is suspended, demoted, or discharged shall be given written notice regarding the reason(s) for the disciplinary action. Said employee shall be given the opportunity to grieve the disciplinary action through Step 3 of the grievance procedure contained in Article 11 of this Agreement prior to the discipline being imposed. However, in the case of emergency relief of duty, an employee may be suspended with pay pending a hearing under Step 3 of the grievance procedure.

Section 9.2. Disciplinary action taken by the Employer shall only be for just cause.

Section 9.3. The Employer shall document all reprimands and shall deliver the same to the affected employees, with a copy placed in the employee's personnel file.

ARTICLE 10 ASSOCIATION REPRESENTATION

Section 10.1. The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this Section, the representative must obtain approval from the officer in charge of the shift. Normally, twenty-four hours' advance notice shall be given. However, this notification may be waived by the Chief of Police for good cause shown. The employee shall not experience any loss of pay for acting in the capacity of an OPBA representative under this Article during his normally assigned duty hours.

Section 10.2. Only one (1) member of the negotiating committee will be allowed to participate in collective bargaining meetings with the Employer, with pay, during a member's regular working hours. At no time shall the attendance by the member incur the need to fill the shift at overtime.

Section 10.3. The Employer shall permit the OPBA's Director up to twelve hours of paid time to attend OPBA Director meetings each calendar year. Such paid time shall be compensated at the Director's normal straight time hourly rate and shall not be counted as hours of work for purposes of calculating overtime pay.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 11.1. 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. Where an employee declines OPBA representation at any step of the grievance procedure, the OPBA shall have the right to attend all grievance meetings; shall be provided a copy of the terms of any grievance settlement; and the Employer has no duty to notify the OPBA of any step of the grievance procedure.

Section 11.2. 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 misrepresentation 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.
- 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 11.3. 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 of the grievant; the aggrieved employee's job classification; the articles and sections of this Agreement violated; the date and time when the alleged events or conditions giving rise to the grievance took place; the location where the grievance occurred; the identity of the party responsible for causing the said grievance, if known to the grievant; the date the grievance was filed in writing; a general statement of the nature of the grievance; and a statement of the relief 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 and his representative, if any.
- c) If a grievance affects a group of employees working in different locations, with different principals, or association with an employer-wide controversy, it may be submitted at Step 3.
- d) The grievant may have an OPBA representative at any step of the grievance procedure after Step 1. The grievant may choose whomever he wishes to represent him at any step of the grievance procedure after Step 2.
- e) It is hereby agreed that except as otherwise expressly provided in this Agreement, the grievance and arbitration provisions of this Agreement are the exclusive remedy for a bargaining unit member's resolution of employment-related matters and are a substitute for any and all statutory, common law or administrative remedies. As an exception to the foregoing, if an employee has the legal right to file a charge or complaint

with a court of competent jurisdiction, state agency or federal agency alleging that such employee has been unlawfully discriminated against or sexually harassed in connection with his/her employment, the employee may file a grievance but not an arbitration. In such case, in lieu of arbitration, the employee's exclusive remedy shall be to file his/her action in such court, state agency or federal agency.

- f) 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 be sustained in favor of the grievant. The time limits specified for either party may be extended only by written mutual agreement.
- g) 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 11.4. 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 his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with 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 and presented as a grievance to the Chief or his designee within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief or designee shall give his answer within five (5) days of his receiving the grievance from Step 1. In the case of any verbal warning or written reprimand, the decision of the Chief shall be final.
- 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 Township Fiscal Officer 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 Township Trustees shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his/her OPBA representative and any other party necessary to provide the required information for the rendering of a proper decision. The Township Trustees shall issue a

written decision to the employee and his/her OPBA representative within fifteen (15) days from the date of the hearing. The Township Trustees shall have the power to affirm the decision rendered at Step 2, or reduce the actions taken by the Chief. The Township Trustees shall have no authority to increase the discipline rendered. The decision of the Township Trustees may be appealed through the arbitration procedure contained in Article 12 of this Agreement for discipline involving: (a) terminations; (b) suspensions without pay of more than two (2) work days in any calendar year; and (c) any suspension without pay when aggregated with prior suspensions within the preceding twenty-four (24) months totals more than two (2) work days.

ARTICLE 12 ARBITRATION PROCEDURE

Section 12.1. 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 the 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 such agreement is not reached, the parties will promptly request the American Arbitration Association to submit a panel of arbitrators and will choose one by the alternative strike method.

Section 12.2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 12.3. The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

Section 12.4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be split between the parties. All other 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 12.5. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate of pay for all hours while the employee is testifying, including reasonable waiting time to testify. 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 two (2) employees, unless approved of by the Chief.

Section 12.6. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

**ARTICLE 13
NON-DISCRIMINATION**

Section 13.1. The Employer and the OPBA agree not to discriminate against any employee(s) on the basis of race, religion, disability, genetic information, color, creed, national origin, age, sex, or sexual orientation.

Section 13.2. The OPBA expressly agrees that membership in the OPBA is at the option of the employee and it will not discriminate with respect to representation between members and non-members.

**ARTICLE 14
PROBATIONARY PERIOD**

Section 14.1. Length of Probation. A new bargaining unit employee shall be on probation for a period of one (1) calendar year after starting employment as a full-time Dispatcher with Copley Township.

Section 14.2. Rights During Probationary Period. During the probationary period, a bargaining unit employee shall not have the right to avail himself of the grievance and arbitration procedure of this Agreement for any reason. During the probationary period, a bargaining unit employee may be removed from the service of the Township Police Department and from Township employment at any time and for any reason without recourse under this Agreement or otherwise.

**ARTICLE 15
GENDER AND PLURAL**

Whenever the context so requires, the use of the words herein in the singular shall be constructed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of the said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

**ARTICLE 16
OBLIGATION TO NEGOTIATE**

Section 16.1. The Employer and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 16.2. Therefore, for the life of this Agreement, the Employer and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 17 CONFORMITY TO LAW

Section 17.1. The intent of the parties is that this Agreement supersedes and replaces all Ohio employment laws and regulations to the fullest extent possible and permitted by Chapter 4117 of the Ohio Revised Code.

Section 17.2. If the enactment of federal or state legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, 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 if such invalid portion thereof had not been included herein. In such event, the Employer and OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 18 DUTY HOURS

Section 18.1. The regular work week for all bargaining unit members shall be defined as seven (7) days beginning on Friday at 2300.0 hours and ending the following Friday at 2259.59 hours. Normal schedules shall be five (5) consecutive days with two (2) consecutive days off except in the case of an emergency as determined by the Chief.

Section 18.2. A "tour of duty" for a bargaining unit member means the normal eight (8) hour shift to which said member is scheduled to work. Police Department personnel shall not perform bargaining unit work, except in the case of light duty assignments, training exercises, emergencies or to provide lunch or comfort breaks and shall not be used in place of a regularly assigned bargaining unit member or in lieu of overtime to a bargaining unit member.

Section 18.3. A twenty-four (24) hour period shall comprise that time span beginning with a Bargaining Unit Member's regularly scheduled tour of duty ending twenty-four (24) hours later.

Section 18.4. Work schedules shall be posted thirty (30) days in advance of the first effective date of the schedule and shall not be changed by the Employer for the sole purpose of avoiding payment of overtime. Every possible attempt will be made to adhere to that schedule

by both the department and the bargaining unit. Full-time employees requesting time off shall be given priority over part-time employees requesting the same time off. Bargaining unit members may not, however, exchange tours of duty or other scheduled work hours if, as a result of the exchange, either member would become eligible to receive overtime compensation for the pay period(s) affected by the exchange.

Section 18.5. Beginning with the first pay period in January, May, and September of each year, bargaining unit members shall be allowed the opportunity to bid for a preferred shift on the basis of seniority. The Chief or his designee shall award shift preference subject to the overall safety and welfare of the Township, and provided the bargaining unit member is otherwise qualified. Shifts shall be rebid if a shift assignment becomes available for a period which exceeds thirty (30) days and the tertiary shift period is less than one-half completed.

ARTICLE 19 OVERTIME

Section 19.1. "Overtime hours" means hours or fractions thereof which are worked by a Bargaining Unit Member in excess of his/her normal work schedule/tour of duty within a twenty-four (24) hour period or in excess of forty (40) hours within a work week, when approved by the Chief, or his designee.

Section 19.2. Compensation shall not be paid more than once for the same hours under any provisions of this Bargaining Agreement.

Section 19.3. Overtime compensation will be paid for all hours worked by an employee outside of his/her normal work schedule/tour of duty.

Section 19.4. Overtime compensation shall be compensated at (a) the rate of one and one-half the Bargaining Unit Member's hourly rate of pay or (b) compensatory time off at the same rate to be taken on or before December 31 of each year as approved by the Chief or (c) as a lump sum payment of any remaining compensatory time off at the same rate on the first pay check following December 31 of each year. All carry over balances of compensatory time off (that were in existence as of January 1, 2012) must be utilized by not later than June 30, 2012, and any unused portions of those balances will be bought out by the Employer as of that date at the employee's then current wage rate. Beginning January 1, 2012, all newly earned compensatory time off must be used in the same calendar year in which it is earned, except that up to forty (40) hours of compensatory time off may be carried over into the next calendar year, but must then be used by not later than June 30th or such unused compensatory time off will be bought out by the Employer as of that date at the employee's then current wage rate.

Section 19.5. Whenever approved by the Chief, employees called in to work or appearing in court on behalf of the Employer while off duty, shall be paid for the actual time worked or a minimum of three (3) hours, whichever is greater. This shall apply to departmental meetings and in-service training. This shall not apply to hours less than three (3) that are contiguous to a tour of duty.

Section 19.6. If an employee is off work on sick leave and is unable to perform his/her job duties but is able to and does perform service which qualifies for payment under Section 19.5, the employee will be paid straight time for such service and the amount of sick leave which would otherwise have been charged to the employee will be reduced by the amount of such straight time payment. This applies to an employee who is on an extended sick leave, or when an employee uses sick leave during any twenty-four (24) hour period in which he/she renders service under Section 19.5. The following examples are intended to be illustrative, but not necessarily all-inclusive:

- a) Employee "A" is on extended sick leave and will receive 40 hours of sick leave for the week. Employee "A" makes a one-hour long court appearance on behalf of the Township during that week. Regardless of which days off and shift Employee "A" had been scheduled to work, Employee "A" will be paid three (3) hours of straight time for making the court appearance and charged with thirty-seven (37) hours of sick leave for that week.
- b) Employee "B" is scheduled to work Monday-Friday, 7:00A.M. to 3:00 P.M. Employee "B" reports off sick on Monday, but Employee "B" is well enough to attend a one-hour long Department training at 6:00 P.M. that same evening. Employee "B" will be paid three (3) hours of straight time for attending the training and charged with five (5) hours of sick leave for that day.
- c) Employee "C" is scheduled to work Sunday-Thursday, 3:00 P.M. to 11:00 P.M. Employee "C" reports off sick on Tuesday. Employee "C" attends a two-hour long Department in-service on Friday. Employee "C" will be paid thirty-two (32) hours of straight time for work on Sunday, Monday, Wednesday and Thursday, eight (8) hours of sick leave for Tuesday, and three (3) hours of overtime for attending the in-service on Friday.

Section 19.7. In the ordinary course of scheduling Dispatchers, or when the need arises to replace those on prescheduled injury leave, vacations, holidays or other paid time-off, the Township shall follow the below schedule in the manner necessary to adequately meet the Township's staffing needs.

- A. When the Chief of Police or his designee determines that overtime is necessary and is expected to be incurred, such overtime shall be offered to the respective community's part-time employee roster first.
- B. If that attempt is unsuccessful, then the shift will be offered to the respective community's full-time employee roster starting with the most senior Dispatcher first and proceeding on down the roster until all full-time Dispatchers are provided overtime. Said list shall be maintained on a normal rotational basis among all eligible full-time Dispatchers and will be posted in Dispatch.
- C. If that attempt is unsuccessful, then the shift will be offered to a part-time Dispatcher of another community.
- D. If that attempt is also unsuccessful, then the shift will be offered to a full-time Dispatcher from another community.
- E. If the shift required has been refused by all regular part-time and full-time Dispatchers, the Supervisor shall determine the manner by which the shift shall be filled.
- F. An unanswered page and phone call, after reasonable effort to make contact with a Dispatcher, shall be ample evidence of refusal of overtime prior to calling the next eligible Dispatcher on the overtime roster.
- G. If an absence is for less than 8 hours in duration or if a call-off occurs less than 8 hours before the scheduled shift, the above schedule shall not apply and the Supervisor may fill the shift in any manner deemed efficient, provided that Copley part-time and full-time Dispatchers will be offered the shift before a Dispatcher from another community.
- H. If joint dispatch is discontinued, the above schedule will be followed except that the references to another community will not be applicable.
- I. In the event of a Copley weather emergency or another emergency declared by the Chief of Police, a page will be sent to all Copley Dispatchers. Response will be on a first call-in basis determined by the Supervisor.
- J. To be eligible to work overtime, new Copley Dispatchers must have completed the CTO program.

**ARTICLE 20
HOLIDAYS**

Section 20.1. All full-time employees shall receive the following paid holidays: NEW YEAR'S DAY, MARTIN LUTHER KING DAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, VETERAN'S DAY, THANKSGIVING DAY, CHRISTMAS DAY and TWO PERSONAL DAYS.

Section 20.2. Employees shall earn eight hours of holiday leave for each holiday, to be taken at any time during the calendar year following the holiday, with the approval of the Chief. Further, employees working INDEPENDENCE DAY, THANKSGIVING DAY, CHRISTMAS DAY, AND NEW YEAR'S DAY shall receive premium pay for the time worked. Premium pay under this Section shall be defined as compensation at one and one-half times the employee's normal rate of pay for work on that day. Employees who work any of the other listed holidays shall receive their regular rate of pay for all hours worked on the holiday, in addition to receiving eight hours of holiday leave.

Section 20.3. All carry over balances of holiday leave (that were in existence as of January 1, 2012) must be utilized by not later than December 31, 2012, and any unused portions of those balances will be bought out by the Employer as of that date at the employee's then current wage rate. Beginning January 1, 2012, all future grants of holiday leave must be used during the same calendar year in which the holiday occurs, and any unused holiday leave will be bought out by the Employer at the end of that calendar year, except that holiday leave granted for the Thanksgiving and/or Christmas holidays may be carried over into the next calendar year, but must then be used by not later than January 31st or such unused holiday leave will be bought out by the Employer as of that date.

**ARTICLE 21
VACATION**

Section 21.1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Hours</u>
Less than one year	None
One but less than five years	80 hours
Five but less than ten years	120 hours
Ten but less than fifteen years	160 hours
Fifteen but less than twenty years	200 hours
Twenty years or more	240 hours

The six (6) weeks step of the vacation schedule will be eliminated for full-time employees hired on or after January 1, 2013. Full-time bargaining unit employees hired prior to January 1, 2013 shall continue to receive six (6) weeks of vacation after twenty years of service or more.

Section 21.2. Earned vacation shall be annually awarded in a lump sum on an employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at the time.

Section 21.3. Vacation requests of forty (40) or more hours shall be granted by seniority and shall be bid at the same time as the shift bid. Vacation request for each shift bid period shall not exceed 120 hours. Bargaining unit members not granted the entire time off requested will be permitted to withdraw his vacation request. Vacation requests shall be granted at the discretion of the Chief of Police and shall not unreasonably be denied.

Members will be informed of the status of their vacation request in writing prior to the first day of the shift bid period.

Members not requesting vacation at the shift bid or requesting less than forty hours time off will submit the request at least three (3) days prior to the requested time off. Requests less than forty (40) hours and/or not requested at the shift bid will be granted at the discretion of the Chief of Police and shall not unreasonably be denied.

Once approved, vacation requests shall not be changed except in an emergency as determined by the Chief.

Section 21.4. Accumulated vacation time will be paid to an employee upon separation from employment. In the event an employee dies while on active service with the Township, the employee's estate shall be paid in cash the value of his/her accrued but unused vacation time at the regular hourly rate at the time of death.

Section 21.5. All carry over balances of vacation leave (that were in existence as of January 1, 2012) must be utilized by not later than December 31, 2012, and any unused portions of those balances will be bought out by the Employer as of that date at the employee's then current wage rate. Beginning January 1, 2012, all future grants of vacation leave must be used by employees within twelve months after the vacation leave is granted, and any unused vacation leave will be bought out by the Employer at the end of that twelve month period.

Section 21.6. Vacation pay shall be paid at the regular base rate of pay applicable at the time of a vacation is taken for the employee's job classification.

Section 21.7. After the annual allotment of vacation is awarded on an employee's anniversary date, an employee may take up to one-half (½) of his or her allotted vacation in pay. Further, an employee, upon the recommendation of the Chief of Police and approved by the Board of Trustees, may take additional vacation each year in pay.

ARTICLE 22 SICK LEAVE

Section 22.1. Sick leave shall be defined as an absence with pay necessitated by: (a) illness, injury or disability of an employee or a member of the employee's immediate family when the employee's presence is reasonable; (b) exposure by the employee to contagious disease communicable to other employees; (c) medical, dental, or optical examination or treatment of an employee or a member of the immediate family when the employee's presence is reasonable; or (d) pregnancy and/or childbirth and related conditions of an employee or an employee's spouse.

Section 22.2. All full-time employees shall earn sick leave at the rate of one and one-quarter (1-¼) days per month and may accumulate such sick leave up to 1,600 hours; provided, however, that an employee shall not earn sick leave for any month unless he is in full pay status for at least twenty (20) work days during such monthly period.

Section 22.3. An employee who is to be absent on sick leave shall notify his/her supervisor of such absence, the reason for such absence, and the expected length of such absence at least three (3) hours before the start of his/her work shift, except in case of an emergency. If sick leave continues past the first day, the employee shall notify the on duty supervisor every day unless the supervisor agrees notification is not necessary.

Section 22.4. Sick leave may be used in segments of not less than one (1) hour.

Section 22.5. Upon returning to work for all sick leave usages of three (3) or more consecutive sick days, in order for the time off work to may be charged against accumulated sick leave, the employee shall submit such proof of illness, injury or disability as may be satisfactory to the Chief.

Section 22.6. Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Chief.

Section 22.7. The Chief may require an employee who has been absent due to personal illness, injury or disability, prior to and as a condition of his/her return to duty, to be examined by a physician designated and paid for by the Employer, to establish that he is not disabled from the performance of his/her normal duties and that his/her return to duty will not jeopardize the health and safety of other employees.

Section 22.8. When the use of sick leave is due to illness, injury or disability of a member in the immediate family or for medical, dental, or optical examination or treatment of a member in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, stepchildren, or parents.

Section 22.9. An employee who transfers from this department to another department of the Employer shall be allowed to transfer his/her accumulated sick leave to the new department.

Section 22.10. Employees on sick and/or disability leave shall not engage in any outside employment until after returning to work and completing a tour of duty for the Employer. Violation of this provision will result in unpaid leave status for all days that employee reported off sick while engaging in outside employment and may subject the employee to discipline.

Section 22.11. Sick Leave may be used to extend Funeral Leave as provided in Article 26.

Section 22.12. ~~22-13.~~ At the time of retirement from active service with the Township, providing that the employee has completed ten (10) or more years of continuous Copley Township service, the employee may elect, by filing written notice to the Township Fiscal Officer within thirty (30) days prior to the effective date of retirement, to be paid in cash for the value of his/her accumulated sick leave credit not to exceed 600 hours at the employee's current rate of pay. Such payment shall eliminate all sick leave credit accumulated by the employee at that time. Such payment shall be made only once to an employee during his/her lifetime.

ARTICLE 23 SICK LEAVE INCENTIVE

Section 23.1. The following Sick Leave Incentives shall be implemented in the first pay ~~check~~ **check period** following the earning of such incentives:

<u>Number of Sick Hours Used:</u>	<u>Compensatory Hours:</u>	<u>Cash Bonus:</u>
0 sick hours within half-year	16	and \$125.00 Bonus
0.1 - 8.0 sick hours within half-year	12	and \$100.00 Bonus
8.1 - 16.0 sick hours within half-year	8	and \$75.00 Bonus

Section 23.2. In order to qualify for such incentives, an employee must work an entire half- year (i.e., January 1-June 30 or July 1-December 31) and be employed in active pay status as a bargaining unit member as of the last day of the half-year. These incentives are not subject to proration or retroactive application.

**ARTICLE 24
CPR/EMD CERTIFICATION PAY**

Section 24.1. The Employer shall pay for interested dispatchers to be trained and certified in Cardiopulmonary Resuscitation (CPR) and Emergency Medical Dispatch (EMD).

Section 24.2. Each employee who is CPR and EMD certified shall receive a payment of two hundred dollars (\$200.00) in the first pay check in December. No portion of the stipend will be paid if the employee lacks either the CPR certification or the EMD certification.

ARTICLE 25

PERSONAL LEAVE

All carry over balances of personal leave (that were in existence as of January 1, 2012) must be utilized by not later than December 31, 2012, and any unused portions of those balances will be bought out by the Employer as of that date at the employee's then current wage rate.

**ARTICLE 26
FUNERAL LEAVE**

An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purpose of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of four (4) work days for each death in his immediate family. "Immediate Family" shall be defined to include the employee's mother, father, stepmother, stepfather, spouse, child, stepchild, sibling, parent-in-law, sibling-in-law, grandparents, and grandchild. The funeral leave must be continuous and shall include the date of the funeral, unless the funeral occurs on the employee's day off, in which case the funeral leave shall include the employee's work day closest to the date of the funeral. An employee may extend funeral leave, with the approval of the Chief, with the use of sick time. The provisions of Article 22, Section 22.10 shall apply to funeral leave.

ARTICLE 27
SPECIAL LEAVE

Section 27.1. Jury Duty Leave: Any employee shall, if called for Jury Duty, endorse over the "jury check" or "warrant" received for services on jury duty, and that said employee will in turn receive regular pay. However, should the employee fail to turn over the "pay" for "jury duty" to the Township, as per the above, then that employee will not be compensated for those periods because of absence from work due to jury duty. Compensation for jury duty will not be paid if the jury service occurs on the employee's regularly scheduled days off, or if the employee is on an unpaid leave of absence. If an employee is off work on sick leave and is unable to perform his/her job duties but is able to and does fulfill jury service, the employee will be paid straight time for such jury service (occurring on the employee's regularly scheduled work days) and the amount of sick leave which would otherwise have been charged to the employee will be reduced by the amount of such straight time payment. In no event may payment for jury duty be combined with sick leave to result in overtime within any twenty-four (24) hour period.

Section 27.2. Military Leave: The Employer will comply with the requirements of all applicable federal and/or state military service statutes. Likewise, employees who participate in military service will be required to meet all applicable notice, service verification and return to work requirements prescribed by federal and/or state military service statutes.

**ARTICLE 28
COMPENSATION**

Section 28.1. Effective as of the first pay period in January, 2012, and continuing through December 31, 2013, the annual salary paid for full-time bargaining unit members with the following years of full-time service with the Employer shall be as follows:

<u>Length of Service</u>	<u>Hourly Rate</u>	<u>Salary</u>
Training (with Copley as full-time Dispatcher)	\$18.13	\$37,712.02
Completion of training -18 months	\$18.94	\$39,403.59
19-36 months	\$19.76	\$41,095.16
37 months plus	\$21.94	\$45,646.41

Section 28.4. Upon the recommendation of the Chief of Police and the approval of the Trustees, bargaining unit members with service as a part-time Dispatcher with the Employer occurring immediately before their hire date as a full-time Dispatcher may be granted up to eighteen (18) months' service credit on a prorated basis (i.e., total number of paid hours as a part-time Dispatcher divided by 2080) for purposes of salary placement under this Article. All recommendations and decisions under this Article shall not be considered precedent setting or be subject to the grievance and arbitration procedure.

Section 28.5. Bargaining unit members who are assigned by the Chief of Police or his designee to train new Copley Dispatchers shall be paid two dollars (\$2.00) per hour in addition to their regular rate of pay for time spent training new Dispatchers.

Section 28.6. All bargaining unit members will be required to receive their pay by direct deposit.

Section 28.7 . Ratification Bonus. A \$1,000.00 ratification bonus will be paid to all bargaining unit employees as soon as practicable after the new labor agreement has been ratified by the parties.

ARTICLE 29 EDUCATIONAL INCENTIVE

Section 29.1. Any employee who has received an Associate Degree shall receive additional pay in the amount of three hundred dollars (\$300.00) annually.

Section 29.2. Compensation earned pursuant to this Article shall be paid in December of each year.

ARTICLE 30 TUITION REIMBURSEMENT

A tuition reimbursement program has been established for the purpose of encouraging regular full-time employees to upgrade their competence in work related functions in order to increase the effectiveness and efficiency of Township services. Courses eligible under the tuition reimbursement program shall be limited to those offered by an accredited institution and related to the employee's position with the Township unless otherwise authorized by the Police Chief. Work relatedness of a given course or courses shall be determined by the training officer. In the event the training officer denies the employee's request, any dispute over the training officer's decision may be appealed to the Chief. Such courses shall not interfere with the proper and effective performance of the employee's duties. One hundred percent (100%) of the cost of tuition, books and other educational materials necessary for the completion of the course shall be reimbursed by the Township upon successful completion of any such approved course, with a course grade of C or better. All textbooks and other educational materials shall be the property of the Township and must be turned in prior to reimbursement. This tuition reimbursement program is being eliminated effective January 1, 2012. Accordingly, tuition reimbursement will

no longer be available to any current or future employees, except for those employees who, as of January 1, 2012, were enrolled in a degree seeking course of study the tuition for which was being reimbursed by the Township.

ARTICLE 31 UNIFORM ALLOWANCE

If there are any authorized changes in bargaining unit uniforms by the Chief, employees may exchange uniforms on a one-to-one basis as approved by the Unit Commander.

ARTICLE 32 INSURANCE

Section 32.1. Health Insurance. The Employer shall make available to the employees health insurance. Beginning as soon as practicable after this Agreement has been ratified by the parties, and continuing through December 31, 2013, employees receiving health insurance coverage through the Township shall pay \$67.00/month for family coverage, \$49.00/month for employee and spouse coverage, \$42.00/month for employee and child coverage and \$21.00/month for single coverage. The Employer is hereby authorized to deduct said amount from the employee's wages each month. In exchange, the Employer will maintain hospitalization and medical service coverage similar to its current coverage to the extent that such coverage is available at a maximum increase to the Employer of ten percent (10%) per year. The employee's contribution for in-network deductible for health insurance coverage shall not exceed \$500 single/\$1,000 family in 2011 and thereafter unless agreed to by the Union. The Employer may change insurance carriers and/or plans in order to keep its cost within the 10% maximum. In the event the Township is considering changes in health insurance carriers and/or plans the Township shall activate the Committee described in Section 32.7. The Employer will also pay the first five hundred dollars (\$500.00) co-insurance after the deductible for coverage at a main hospital location, hospital branch affiliate, emergency/trauma center, surgical center or urgent care facility per individual.

Section 32.2. Life Insurance. The Employer will provide and pay the full premium on behalf of each full-time employee for term life insurance with a death benefit of \$50,000.00 under its current carrier. The Employer shall be free to change insurance carriers as long as employees are provided with comparable benefits.

Section 32.3. Professional Liability Insurance. The Employer will provide and pay the full premium on behalf of each employee liability insurance under its current carrier. The Employer shall be free to change insurance carriers as long as employees are provided with comparable benefits.

Section 32.4. Disability Insurance. The Employer will provide and pay the full premium on behalf of each employee disability insurance under its current carrier. The Employer shall be free to change insurance carriers as long as employees are provided with comparable benefits.

Section 32.5. Vision Care Insurance. The Employer and employees shall equally share the premium for an Employee Vision Care Program offered by the Employer. The Employer is authorized to deduct from the employee's wages an amount equal to one-half of the monthly premium for said coverage. The Employer shall be free to change insurance carriers as long as employees are provided with comparable benefits at comparable premiums. Employee participation shall be optional.

Section 32.6. Dental Insurance. The Employer shall make available to the employees dental insurance. Employees receiving dental insurance coverage through the Township shall pay shall pay \$8.00/month for family coverage, \$4.00/month for employee and spouse coverage, \$5.00/month for employee and child coverage and \$2.00/month for single coverage toward the cost of the premium. The Employer is hereby authorized to deduct said amount from the employee's wages each month. In exchange, the Employer will maintain dental coverage similar to its current coverage to the extent that such coverage is available at a maximum increase to the Employer of ten percent (10%) per year. The employee's dental deductible shall not be greater than in effect at the time of execution of this Agreement provided it is available to the Township within the 10% maximum. The Employer may change insurance carriers and/or plans in order to keep its cost within the 10% maximum. In the event the Township is considering changes in dental insurance carriers and/or plans the Township shall activate the Committee described in Section 32.7.

Section 32.7. Health Care Review Committee. The bargaining unit agrees to participate in the Township Health Care Review Committee ("Committee"), and designate one representative to be a member of the Committee. Said Committee shall consist of the following individuals and/or representatives: one member designated by each full-time bargaining unit in the Township, each department head or their designee, Township Trustees or their designee, a non-management representative and the Township Fiscal Officer or her designee. The purpose of the Committee is to review health and/or dental care proposals which provide comparable coverage under the current Township plans. The Committee shall have the authority to direct the Township's insurance broker to obtain proposals, and the authority to obtain proposals from other insurance brokers. Further the Committee shall have the authority to decide, by a majority vote, the health and/or dental insurance coverage options available to the Township's full-time employees. In the event that the Committee is unable to decide upon coverage options through majority vote, the Township Trustees will select among the coverage options voted upon to determine the Township's full-time employees' health and/or dental care coverage.

Section 32.8. Miscellaneous. The following are incorporated into this Agreement by reference: (a) the Copley Township Health Insurance Agreement dated February 23, 2005; and (b) Sections 501(6) through 501(9) of Copley Township Policy 501. Effective January 1, 2010, the amounts contributed to employees' Health Reimbursement Arrangements as provided in Policy 501(6) shall be increased to the following amounts:

Single coverage	\$500	maximum carry over	\$1,000
Two-person coverage	\$750	maximum carry over	\$1,500
Family coverage	\$1,000	maximum carry over	\$2,000

**ARTICLE 33
ALCOHOL AND DRUG TESTING**

Section 33.1. Copley Township has a strong commitment to the health, safety, and welfare of its employees, their families, and its residents. Widely available statistics and information establish that the incidence of drug and alcohol abuse is increasing and the effect is devastating to lives, business, and the community at large.

- a. Copley Township is concerned that, in the event of substance abuse among our employees, the safety of our employees and the general public could be endangered. Our commitment to maintaining a safe and secure workplace requires a clear policy and supportive programs relating to the detection, treatment and prevention of substance abuse by employees.
- b. It is the goal of Copley Township to provide a safe workplace by eliminating the hazards to health and job safety created by alcohol and other drug abuse. We believe this goal to be in the best interest of our employees and the general public.
- c. The parties recognize that there are certain, limited circumstances which can occur in conducting legitimate law enforcement activities, in which it is appropriate for an employee to handle alcohol or controlled substances. This Article is not intended to apply to and/or hamper lawful drug and/or alcohol activities in connection with Department-authorized training, evidence handling and/or undercover investigations in connection with an employee's assigned duties.

Section 33.2. The Chief or his designee is responsible for implementing and communicating these policies. Any questions regarding these policies or procedures should be directed to the Chief or his designee.

Section 33.3. Employees are encouraged to voluntarily admit problems with drugs and alcohol prior to violating this Article. Employees who voluntarily admit problems with drugs or alcohol prior to violating this Article will not have their job security or promotional opportunities jeopardized by a first request for treatment. Employees should not read this to mean that a first request for treatment will automatically excuse them from discipline or discharge where the Employer initiates corrective action for violation of this Article and/or for manufacturing, distributing, acquiring, dispensing, possessing, or using drugs. Rather, an employee who seeks a first referral for treatment on his or her own initiative is in a better position than one who brings up a drinking or drug problem for the first time in response to an investigation on the Employer's initiation of corrective action. An Employee shall not be disciplined for first time admission of drug or alcohol dependency, if the employee immediately enrolls in a rehabilitation program certified by a substance abuse professional and satisfactorily completes such program.

- a. It will be the responsibility of the employee to comply with the Employer's referral for diagnosis, and it is also the employee's responsibility to cooperate with the prescribed treatment.
- b. When an employee is referred for a drug or alcohol test, he or she shall be allowed to leave work with no loss of pay for the shift.
- c. An employee who participates in a rehabilitation program may use his or her accumulated sick leave, vacation leave and/or compensatory time for the period of the program. Apart from such use of paid leave, the employee will be relieved from duty and placed in unpaid status.
- d. Rehabilitation programs are designed primarily for those employees who appear to have a treatable condition, not to protect those who manufacture, distribute, acquire, or dispense drugs.

Section 33.4. This Article applies to all employees of the Employer while on the job and to situations in which an employee's off-the-job or off-premises conduct impairs work performance or undermines public confidence in, or harms the reputation of, Copley Township.

- a. Although the Employer respects the private life of its employees, the Employer recognizes that involvement with alcohol and other drugs off the job eventually takes its toll on job performance. The Employer wants to be assured that employees will report to work in condition to perform their duties safely and efficiently in the interest of their fellow workers, the public as well as themselves.

Section 33.5. Employees are prohibited from engaging in the following:

- a. Reporting to duty or remaining on duty while having an alcohol concentration of 0.04 level or greater utilizing blood testing or 0.04 BAT Level Concentration or greater utilizing BAT breath testing.
- b. Reporting to duty or remaining on duty while using a controlled substance (including prescription drugs that impair the employee's ability to perform the assigned duties, unless the prescribing doctor has approved the employee's use of the prescribed drug while working);
- c. Testing positive for illegal controlled substances;
- d. Possessing alcohol or illegal controlled substances while on duty;
- e. Using alcohol or illegal controlled substances while on duty;
- f. Refusing to submit to a reasonable suspicion, return-to-duty, or follow up

alcohol or controlled substance test. Such refusals include, but are not limited to, failing to provide adequate breath for alcohol testing or adequate urine for drug testing, substituting or attempting to substitute and/or adulterate the specimen, altering or attempting to alter the test results, and/or engaging in other conduct that obstructs the testing procedure;

- g. Failing to satisfactorily complete a drug or alcohol rehabilitation program, including aftercare, in which the employee has enrolled pursuant to this Article;
- h. Testing positive at any time within twelve (12) months following return to work; or
- i. Failing to execute a medical release and/or to authorize disclosure to the Employer of the employee's positive substance abuse test results and/or progress reports with regard to the employee's participation in a rehabilitation program.

Section 33.6. If an employee violates any of the prohibitions listed in Section 33.5, the following consequences will result:

- a. The employee may be disciplined up to and including dismissal.
- b. The employee may be reassigned.
- c. The employee will be provided with information regarding the services available for alcohol and substance abuse.
- d. The employee will be referred for an evaluation by a substance abuse professional, if it is the employee's first violation.
- e. If the employee is not terminated, he or she will be subject to reevaluation, return-to-duty testing, and unannounced follow-up testing of a minimum of three (3) times in addition to the return-to-duty test during the twelve (12)-month period of return to work and is required to report the use of any prescription or nonprescription medicines containing alcohol or controlled substances to his or her supervisor.

Section 33.7. An employee will be referred to testing for alcohol and/or controlled substances under the following circumstances:

- a. Pre-employment testing: Prior to the first time an employee performs official duties for the Department, the employee will be tested for alcohol and controlled substances. The employee will not be hired unless the

alcohol and controlled substance test results are negative.

- b. Reasonable suspicion testing: A trained supervisor may refer an employee to undergo testing for alcohol or controlled substances based upon specific, objective facts and reasonable inferences drawn from these facts in light of experience and training. Such facts and inferences may be based on, but are not limited to, any of the following:
1. Observable phenomena, such as direct observation of drug or alcohol use, possession, or distribution, or the physical symptoms of being under the influence of drugs or alcohol, such as, but not limited to, slurred, rambling or incoherent speech, odor of alcohol or marijuana, dilated pupils or bloodshot eyes, unexplained lack of coordination, impaired reaction time, sweaty or flushed skin, staggering or unsteady walk, uncharacteristic personality changes, dynamic mood swings, etc.;
 2. A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance (e.g., frequent absenteeism, excessive tardiness, recurrent accidents, etc.) which appears to be related to substance abuse and does not appear to be attributable to other factors;
 3. The identification of an employee as the focus of a criminal investigation into unauthorized drug possession, use, or trafficking;
 4. A report of alcohol or other drug use provided by a reliable, credible and identified source;
 5. Repeated or flagrant violations of the Employer's safety or work rules, which are determined by a supervisor to pose a substantial risk of physical injury or property damage, which appear to be related to substance use and do not appear attributable to other factors; or
 6. A traffic accident occurring while the employee is operating a vehicle on duty or coming to work, resulting in physical harm to persons or property, in which the circumstances raise a question as to the existence of substance abuse by the employee involved.
- c. Return-to-duty testing: Before an employee who has been found to be in violation of conduct prohibited in Section 33.5 may return to duty, the employee must undergo testing for alcohol and controlled substances. The results of the alcohol test must show less than 0.04 level utilizing blood

testing or 0.04 BAT Level Concentration utilizing BAT breath testing if the offense involved alcohol, and the controlled substance test must be negative if the offense involved controlled substances.

- d. Follow-up testing: When an employee has been found to be in violation of conduct prohibited in Section 33.5 and the employee is not terminated, the employee may be subject to a minimum of three (3) unannounced follow-up tests, in addition to the return-to-duty test, within the first twelve (12) months following the employee's return to duty.

Section 33.8. All drug screening and confirmation tests shall be conducted by a laboratory certified under the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs." The Employer and the laboratory shall have a clear and well documented procedure for collection, shipment, and accessing of urine specimens. The procedures utilized by the Employer and the laboratory shall include an evidentiary chain of custody and control and split sample collection and testing. The collection site person is responsible for maintaining the integrity of the specimen collection and transfer process. All procedures shall be outlined in writing and provided to the employees.

Each urine specimen may be tested for the following controlled substances:

<u>Substance</u>	<u>Initial Screening Level</u>	<u>Confirmation Level</u>
Amphetamines	1,000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml
Cocaine Metabolite	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	300 ng/ml
Opiate Metabolites	2000 ng/ml	2000 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml

Should the Substance Abuse & Mental Health Services Administration (SAMHSA) 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 SAMHSA standards. Employees will be notified, in writing, of such changes.

Section 33.9. The Employer shall designate one (1) or more health clinics, emergency medical care centers or hospitals for collection of alcohol and drug testing specimens, and all alcohol and drug testing specimens shall be collected by personnel of such health clinics, emergency medical care centers or hospitals. All alcohol testing utilizing BAT breath testing shall be administered by a trained breath alcohol technician (BAT) certified to conduct such tests.

Section 33.10. Each employee shall execute medical releases when requested to do so by the Employer and/or substance abuse testing agency. Except as otherwise provided by state or federal law or with the permission of the employee, such releases shall only authorize the disclosure to the Employer of the employee's drug and alcohol test results and the employee's progress reports with regard to the employee's participation in a rehabilitation treatment program. However, in a grievance or other legal proceeding initiated by or on behalf of an employee involving the positive results of a substance abuse test, the Employer may disclose information obtained by it pursuant to this Article to the decision-maker(s) without a release from the employee.

Section 33.11. This Article is not to be utilized for criminal law enforcement purposes. However, nothing in this Article shall prevent criminal law enforcement investigation of illegal activity. For example, an employee charged with operating a motor vehicle under the influence of alcohol and/or drugs of abuse (OMVI) may be required to submit to testing as part of the criminal investigation and the procedures of this Article would not be applicable to that investigation. Furthermore, evidence derived in a criminal investigation, including drug and alcohol testing, may be used as evidence in a disciplinary proceeding.

Section 33.12. All employees shall receive at least two (2) hours of annual training covering alcohol and drug testing under this Article and the dangers of, and signs and symptoms associated with, substance abuse. Each employee shall receive and sign an acknowledgment of receipt of such information and the required training, annually.

Section 33.13. All supervisors shall receive at least two (2) hours of initial training upon implementation of this Article and two (2) hours of refresher training annually, thereafter, on the supervisor's role and responsibility in administering this program. The training shall include the signs and symptoms of substance abuse, documentation, confrontation and intervention methods, referral, and follow-up.

Section 33.14. Information regarding the effects of alcohol and controlled substance use on an individual's health, work and personal life, and information about drug and alcohol counseling, rehabilitation, and employee assistance programs will be periodically provided to employees.

Section 33.15. All employees subject to this Article remain subject to all other policies, procedures, rules and regulations established by the Employer under its independent authority which are not inconsistent with the requirements herein. All employees also remain subject to all other relevant federal, state and local laws and regulations.

ARTICLE 34 MISCELLANEOUS

Section 34.1. In any instance where the Employer sends an employee for a medical test, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination.

Section 34.2. Pay checks shall be issued in a timely fashion with respect to all shifts.

Section 34.3. The OPBA will be allowed a bulletin board for official OPBA notices, to be located in the dispatch center. Political, obscene or insulting material shall not be posted.

Section 34.4. When attending in-service school, employees shall be reimbursed for the cost of mileage and meals in accordance with current Township policy.

Section 34.5. While on duty, employees shall be entitled to reasonable time for meals. During this period, employees shall be readily available to answer calls.

Section 34.6. EAP/Fitness for Duty. Employees may be referred for mandatory participation in the Employee Assistance Plan (EAP) and/or fitness for duty examination. Referrals may be made as provided in Article 33 of this Agreement, except that referrals may be made for reasons other than suspicion of drug or alcohol use. All referrals hereunder shall be to an EAP, psychologist and/or physician designated by the Township and shall be at the Township's expense to the extent not covered by applicable health insurance. The Employer shall provide written notice to the OPBA of a mandatory referral.

In the event an employee is referred for a mandatory fitness for duty examination and is determined to be unfit to perform the essential functions of his or her duty by a psychologist and/or physician, the employee may be placed on unpaid medical leave status for a period of six (6) months after the exhaustion of all paid leave benefits. The employee shall have the option to attend the employee's private physician/psychologist at the employee's expense or as covered by applicable health insurance. The employee's private physician/psychologist may determine that the employee is eligible to return to duty upon written medical documentation provided to the Township. In the event the Township physician/psychologist and the employee's private physician/psychologist disagree, the Township physician/psychologist and the employee's private physician/psychologist shall mutually select a third neutral physician/psychologist to examine the employee. The third neutral physician/psychologist's determination shall be final and not subject to the grievance procedure.

Section 34.7. Prior service as a part-time Dispatcher with the Copley Township Police Department shall be credited on a prorated basis, i.e., total number of paid hours as a part-time Dispatcher divided by 2,080 (two thousand eighty), toward years of service as a full-time Dispatcher for the purpose of vacation accumulation. Placement on the salary schedule is addressed in Section 28.4.

Section 34.8. For all other purposes set forth in this Agreement "Seniority" shall be defined as an employee's total length of uninterrupted continuous service with the Employer as a full-time employee, excluding any calculated proration of part-time service.

Section 34.9. Attached to this Agreement as Appendix A is a notice issued by the United States Department of Labor concerning the Family and Medical Leave Act and the rights and benefits it confers.

Section 34.10. Third Year Reopener Negotiations. The parties have agreed to enter into reopener negotiations in the fall of 2013 for the limited purpose of negotiating the wage rates and employee health insurance contribution amounts for the third year of this Agreement, i.e., January 1 through December 31, 2014. This limited reopener will be commenced in the Fall of 2013 at the request of either party, and without the necessity of providing the formal written notice described in Section 33.2 above. In the event of an impasse, any dispute will be resolved through the ORC 4117.14 dispute resolution procedure.

ARTICLE 35 LAYOFFS

Section 35.1. Members of the Bargaining Unit may be laid off for lack of funds, lack of work, or termination of the dispatch center and/or the department.

Section 35.2. In the event of a layoff situation, Members of the Bargaining Unit will be laid off in accordance with their departmental seniority (last hired, first laid off.)

Section 35.3. A Member of the Bargaining Unit who is laid off shall be subject to recall from the layoff for a period of one (1) year. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt requested. An employee who refuses recall or does not report to work within ten (10) work days from the date the employee receives the recall notice shall be considered to have resigned his position and forfeits all right to employment with the Employer.

Section 35.4. A recall from layoff will be based upon departmental seniority (last laid off, first recalled.)

Section 35.5. Prior to full-time employees being laid off, all part-time, temporary, seasonal and/or casual employees shall be laid off first.

Section 35.6. If the Township enters into discussions with one or more other government agencies for dispatch services, the Employer will keep the Union advised of such discussions and if requested by the Union will meet with the Union and discuss transition issues, including employment opportunities for present dispatchers at any replacement facility, their transfer of seniority rights and their retention of accrued benefits.

**ARTICLE 36
RETENTION OF BENEFITS**

During the term of this Agreement the Township shall not adopt any ordinance or resolution that reduces or impairs any benefit set forth in this Agreement. The terms of this Agreement shall be deemed as superseding any such ordinances or resolutions.

**ARTICLE 37
LONGEVITY**

Beginning on the fifth year anniversary date of full-time service with the Township as a Dispatcher and each anniversary date thereafter while so employed, the bargaining unit member shall receive following longevity payment for each year of full-time service with the Township:

2011	\$100.00
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**ARTICLE 38
SUSPENSION IN CASE OF EMERGENCY**

Section 38.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Executive of the County of Summit, the Board of Trustees, or their designees, resulting from acts of God, civil disorder, or otherwise, the terms and conditions of this Agreement shall automatically be suspended.

Section 38.2. Upon notification of the termination of the emergency, valid grievances existing prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed.

**ARTICLE 39
WORKERS' COMPENSATION**

Section 39.1. Salary Continuation for Workplace Injuries. An employee who suffers a compensable workplace injury can, subject to the below-mentioned terms, receive salary continuation with full benefits while on leave (insofar as the employee is considered to be temporarily and totally disabled by the Bureau of Workers' Compensation) in lieu of payment of temporary total disability benefits from the Bureau of Workers' Compensation (BWC). Payments for related medical benefits are the responsibility of the BWC.

Section 39.2. Qualifications:

- A. The injury must be an allowed BWC claim. In no event will compensation commence before paperwork is filed with the BWC.
- B. Competent medical proof of disability must be provided via proper documentation. The attending physician must complete the appropriate form in its entirety and affix his/her original signature to the form.
- C. The employee must complete a First Report of Injury (FROI) and sign a salary continuation agreement (C-55), authorization to release medical information and election form.
- D. The Township reserves the right to have the employee examined by a physician of its choice at the Township's cost to confirm the medical diagnosis and/or the period of disability. Failure to submit to examination will result in termination of injury leave benefits.
- E. Injury leave time will be paid for only those period(s) of lost time that otherwise would qualify the employee for receipt of Workers' Compensation lost time benefits, subject to the following limitations:

Section 39.3. Termination Conditions:

- A. Attending physician releases employee to return to work.
- B. Employee returns to work for another employer.
- C. Employee fails to return to a transitional "limited duty" assignment consistent with his/her medical restrictions and approved by the employee's treating physician.
- D. Employee fails to appear for employer-sponsored medical examination.
- E. Employee has reached maximum medical recovery and/or the condition has become permanent.
- F. Regardless of the above conditions of termination, management may, at its sole discretion terminate injury leave benefits at any time if disability exceeds 60 calendar days. In the event the employer terminates an employee's salary continuation, the employee may apply for BWC benefits.
- G. The claim is found to be fraudulent after payment has commenced.

- H. The employee attempts to collect both wage continuation and temporary total compensation; and
- I. Employment is terminated.

Section 39.4. Rate Reduction Programs. The Township may enroll in any rate reduction/cost savings program, incentive, etc. authorized by the BWC with the goal of achieving the greatest amount of premium/cost savings for which the Township is eligible.

- A. The provisions of the BWC rate reduction program shall be in addition to Article 33 of this Agreement to the extent any requirements of the program conflict with Article 33 and are necessary for the Township to enroll in the BWC Drug Free Workplace Program with the greatest amount of premium/cost savings for which the Township is eligible and provided the Township has implemented its requirements under the program.
- B. The Union shall be notified at least ten (10) days before the starting date of the Township's enrollment in any new BWC rate reduction program. If requested by the Union, the Township and Union shall meet to discuss the written policy of the new Bureau of Worker's Compensation rate reduction program.

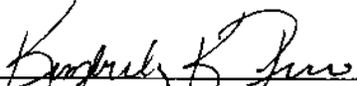
ARTICLE 40 DURATION OF AGREEMENT

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 January 1, 2012 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 desire shall be given prior to November 1, 2014. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract. If no notice seeking modification is given, then the Agreement shall remain in effect for another year.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 14th day of February, 2013.

FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

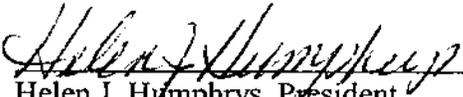


Kimberly K. Price

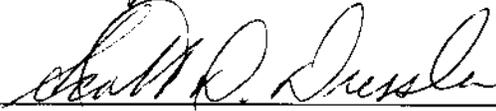


Jeffrey Perry

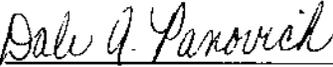
FOR THE COPLEY TOWNSHIP
BOARD OF TRUSTEES



Helen J. Humphrys, President



Scott D. Dressler, Vice-President



Dale A. Panovich, Trustee