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**AGREEMENT BETWEEN**  
**THE TOWNSHIP OF COPLEY**  
**AND**  
**THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**  
**PART-TIME PATROL OFFICERS**

**JANUARY 1, 2012 to 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 Part-Time Police Department Patrol Officers 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 representatives for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all part-time patrolmen on 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 two pay checks in each calendar month. If an employee has no pay due on one or both of those pay dates, the Union shall be free to collect such amounts directly from the employee, but the Employer shall not be required to deduct such amounts from the employee's future pay.

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 Part-Time Patrol Officer with Copley Township, all members of the bargaining unit, as identified in Article 3 of this Agreement, shall either: (a) maintain their membership in the OPBA, (b) become members of the OPBA, or (c) 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 obligation to deduct service fees under this Article.

**ARTICLE 6  
MANAGEMENT RIGHTS**

Section 6.1. 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, lay off 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.

Section 6.2. The number of Part-Time Officers employed shall never exceed the number of Full-Time Officers employed.

## **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, with the exclusion of on-the-spot or immediate reprimands.

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 stoppage 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. The employees shall be given the opportunity to grieve the disciplinary action through Step 3 of the grievance procedure contained in Article 13 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 reasonable or good 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.

Section 9.4. Discipline shall be initiated by supervisory personnel or an Officer-in-Charge as designated by departmental policy. For clarification purposes, any discipline imposed by an officer of higher rank than that of the officer being disciplined and that is reduced to writing and placed in the file of that party, shall be considered discipline for the purposes of this contract. Anything less shall not be considered discipline.

## **ARTICLE 10 LAYOFFS**

Section 10.1. Members of the bargaining unit may be laid off for lack of funds, lack of work, termination of the Police Department, or abolishment of Part-Time Patrol Officer positions as the result of an increase in the number of Full-Time Patrol Officer positions.

Section 10.2. 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 10.3. A member of the bargaining unit who is laid off shall be subject to recall from 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 10.4. A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

Section 10.5. Prior to the event of a layoff situation involving full-time members, all Part-Time Officers will be released from employment.

**ARTICLE 11  
PROBATIONARY PERIOD**

Section 11.1. 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 part-time bargaining unit employee.

Section 11.2. 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 12  
ASSOCIATION REPRESENTATION**

Section 12.1. 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 (24) 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 12.2. 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 12.3. 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 13 GRIEVANCE PROCEDURE**

Section 13.1. 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 13.2. 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 13.3. 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 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. The parties acknowledge the grievance and arbitration procedures outlined herein are final and binding as defined in Ohio Revised Code, Section 4117.10(A). Pursuant thereto, grievances shall be resolved according to the grievance and arbitration procedures outlined herein, instead of the procedures outlined in R.C. 505.49, et seq., or Chapter 2506 of the Ohio Revised Code.
- 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 13.4. 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 by both parties 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.

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 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 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. In the case of any discipline short of a one-day suspension, the decision of the Township Trustees shall be final. A suspension of one (1) or more days may be appealed through the arbitration procedure contained in Article 14 of this Agreement.

## **ARTICLE 14 ARBITRATION PROCEDURE**

Section 14.1. 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 Federal Mediation and Conciliation Service to submit a panel of arbitrators and will choose one by the alternative strike method.

Section 14.2. 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 14.3. The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the Federal Mediation and Conciliation Service.

Section 14.4. 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 14.5. 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 14.6. 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 15 NON-DISCRIMINATION**

Section 15.1. 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 15.2. 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 16  
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 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 17  
OBLIGATION TO NEGOTIATE**

Section 17.1. 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 17.2. Therefore, for the life of this Agreement, the Employer and the OPBA each voluntarily and unqualifiedly waive 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 18  
CONFORMITY TO LAW**

Section 18.1. Where this Agreement makes a specification about a matter, it shall prevail over applicable state or local laws or ordinances.

Section 18.2. 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 19**  
**ALCOHOL AND DRUG TESTING**

Section 19.1. 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 19.2. 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 19.3. 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 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.
- E. The Township shall not be responsible for any expense related to an employee's enrollment in such rehabilitation program.

Section 19.4. 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 19.5. 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, which the employee has enrolled in 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 19.6. If an employee violates any of the prohibitions listed in Section 19.5, 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 19.7. 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 19.5 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 19.5 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 19.8. 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 19.9. 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 19.10. 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 19.11. 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 19.12. 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 19.13. 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 19.14. 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 19.15. 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 20 WORK SCHEDULES/DUTY HOURS/OVERTIME/CALL-IN PAY**

Section 20.1. Work Schedules. The parties shall meet through the Labor/Management Committee within sixty (60) days of the execution of this Agreement to determine a "Scheduling Policy."

Section 20.2. Duty Hours. The regular work week for all bargaining unit members shall be defined as seven (7) days beginning on Friday at 2300 hours and ending the following Friday at 2259.59 hours.

- A. A "tour of duty" for a bargaining unit member means the eight (8) hour shift to which said member is scheduled to work.
- B. 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 20.3. Overtime. "Overtime hours" means quarter hours or multiples thereof which are worked by a bargaining unit member in excess of his 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 designee.

- A. Compensation shall not be paid more than once for the same hours under any provisions of this Bargaining Agreement.
- B. Overtime compensation shall be compensated at the rate of one and one-half the bargaining unit member's hourly rate of pay.

Section 20.4. Call-in Pay. Whenever approved by the Chief, employees called in to work while off duty, shall be paid for the actual time worked or a minimum of three (3) hours, whichever is greater. This shall not apply to hours less than three (3) that are contiguous to a tour of duty. Said hours shall be paid in cash in the next regularly scheduled pay check. Employees will be paid at time and one-half rates for a minimum of three (3) hours for appearances in court that occur outside of and not contiguous to their scheduled work hours. If a court appearance occurs during an employee's scheduled work hours, or immediately before or after his/her scheduled work hours, there will be no three (3) hour guarantee and the employee will be paid at straight time for all hours worked that day, unless his/her hours exceed eight (8),

in which case he/she will receive time and one-half pay for all hours in excess of eight (8) that day. In the event that an officer is scheduled for multiple appearances on the same day, the employee shall be entitled to separate minimum payments for each appearance unless the appearances begin less than three (3) hours apart, in which case the employee shall be paid for the sum total of such multiple appearances the actual time worked or a minimum of three (3) hours whichever is greater.

**ARTICLE 21  
SHOOTING RANGE/TRAINING**

Section 21.1. Part-Time Officers shall be paid at their regular hourly rate for range shoots required for qualifications. This includes departmental practice time approved or ordered by the appropriate supervisor.

Section 21.2. It is the duty of each Part-Time Officer to maintain their certification and to attend in-service training as required by the department and for the good of the department. Specialized training shall be at the discretion of the Department.

Section 21.3. All required training including shooting range and training time will be compensated at the regular hourly rate with a three (3) hour minimum. Departmental meetings shall be considered training. All in-house training shall be available to Part-Time as well as Full-Time Officers.

**ARTICLE 22  
SERVICE STRIPES**

Service stripes shall be worn at the discretion of each officer. Any Part-Time Officer desiring to wear service stripes shall be entitled to do so after having achieved five (5) years of service as determined by dividing 2080 hours into the total hours of service of the Part-Time Officer.

**ARTICLE 23  
HOLIDAYS**

Employees working NEW YEAR'S DAY, INDEPENDENCE DAY, THANKSGIVING DAY and CHRISTMAS DAY shall receive premium pay for the time worked. Premium pay under this Article shall be defined as compensation at one and one-half times the employee's normal rate of pay for work on that day.

**ARTICLE 24  
COMPENSATION**

Section 24.1. Effective January 1, 2012, and continuing through December 31, 2013, Part-Time Patrol Officers shall be paid at the rate of \$19.99 per hour.

Section 24.2. As soon as practicable after this Agreement has been ratified by the parties, all bargaining unit members will be required to receive their pay by direct deposit.

Section 24.3. A \$500.00 ratification bonus will be paid to all bargaining unit members as soon as practicable after this Agreement has been ratified by the parties.

## **ARTICLE 25 EDUCATIONAL INCENTIVE**

Section 25.1. During the term of this Agreement, the Township shall pay \$1.00 per hour for each hour of approved advanced police training accumulated by a bargaining unit member, not to exceed \$650.00 per bargaining unit member per year. Hours earned within the preceding five (5) year period pursuant to this Section shall be cumulative for payment purposes, and the compensation earned under this Section may be combined with other incentives provided in this Article, subject to Section 25.5.

Section 25.2. Any employee who has received an Associate Degree shall receive additional pay in the amount of five hundred dollars (\$500.00) annually.

Section 25.3. Any employee who has received a Bachelor's Degree shall receive additional pay in the amount of one thousand dollars (\$1,000.00) annually.

Section 25.4. The compensation earned under Sections 25.2 and 25.3 shall not be cumulative, except as provided in Section 25.1.

Section 25.5. The maximum combined compensation allowable under this Article shall not exceed one thousand five hundred dollars (\$1,500.00).

Section 25.6. Compensation earned pursuant to this Article shall be paid in the first pay check of December of each year.

Section 25.7. Notwithstanding anything to the contrary in Sections 25.1 through 25.6, the Educational Incentives paid to Part-Time Officers in this Article shall be paid on a prorated basis, i.e., total number of paid hours as a Part-Time Officer divided by two thousand eighty (2080). For example, a Part-Time Officer who qualifies for payment under Section 25.2 and who works one thousand forty (1040) hours during a year would be paid fifty percent (50%) of the Educational Incentive paid to a Full-Time Officer who qualifies for payment under Section 25.2.

## **ARTICLE 26 UNIFORMS**

Section 26.1 A committee consisting of the Chief of Police, a designated Lieutenant, and one (1) member of each of the bargaining units (i.e., the Full-Time Patrol Officers, Sergeants and Part-Time Patrol Officers bargaining units) has been formed for the purpose of updating the uniform standards. The members of said committee shall make their best efforts to reach agreement upon said uniform standards within ninety (90) calendar days of the execution of this Agreement.

Section 26.2. Newly hired Part-Time Officers shall receive one full compliment that is approved as duty uniform by the Chief. All other uniforms shall be replaced on an as needed basis. The vest, flashlights and handgun are supplied by the Department and shall remain the property of the Department. If a bargaining unit member terminates his employment with Copley Township before his first anniversary, the bargaining unit member shall remit to Copley Township one-half of the cost of the uniform supplied.

## **ARTICLE 27 MISCELLANEOUS**

Section 27.1. 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 19 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 27.2. 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 27.3. The Chief may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his 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 normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 27.4. Pay checks shall be issued in a timely fashion with respect to all shifts.

Section 27.5. Although there are no limitations or restrictions placed upon an employee's place of residence, employees recognize that it is a duty to promptly respond to emergency notifications and it is a duty to report to work promptly when scheduled. Location of residence shall not be an acceptable excuse for tardiness, failure to respond or absence from work.

Section 27.6. The OPBA will be allowed a bulletin board for official OPBA notices. Political, obscene or insulting material shall not be posted.

Section 27.7. When attending in-service school, employees shall be reimbursed for the cost of mileage and meals in accordance with current Township policy.

Section 27.8. The Employer and the OPBA 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.

Section 27.9. FMLA – 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 27.10. Life Insurance – The Employer will provide and pay the full premium on behalf of each 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.

## **ARTICLE 28 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 29  
SUSPENSION IN CASE OF EMERGENCY**

Section 29.1. 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. Wages and matters of compensation shall not be subject to said suspension.

Section 29.2. Upon 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 30  
IMPLEMENTATION OF AGREEMENT**

Any bargaining unit member employed during the term of this Agreement but who separates from employment prior to ratification hereof shall be entitled to all retroactive pay for all actual time worked.

**ARTICLE 31  
WORKERS' COMPENSATION**

Section 31.1. Salary Continuation for Workplace Injuries. An employee who suffers a compensable workplace injury can, subject to the below-mentioned terms, receive salary continuation 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. Salary continuation will be calculated by averaging the employee's hours worked for the Township over the 12 month period immediately preceding the date of injury.

Section 31.2. 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 31.3. 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 31.4. 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 19 of this Agreement to the extent any requirements of the program conflict with Article 19 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 32 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.

The parties have agreed to enter into reopener negotiations in the fall of 2013 for the limited purpose of negotiating the wage rate 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 above. In the event of an impasse, any dispute will be resolved through the ORC 4117.14 dispute resolution procedure.

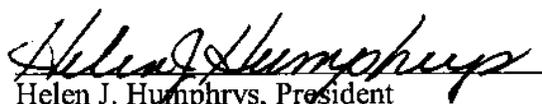
**EXECUTION**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_ day of June, 2012.

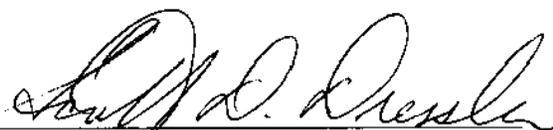
FOR THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION

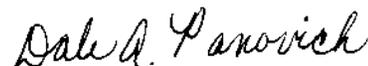
FOR THE COPLEY TOWNSHIP  
BOARD OF TRUSTEES

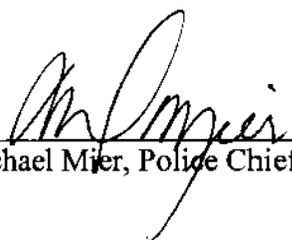
  
Daniel Leffler, Esq.

  
Helen J. Humphrys, President

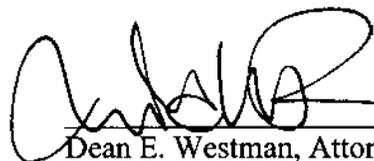
  
David Moore

  
Scott D. Dressler, Vice-President

  
Dale A. Panovich, Trustee

  
Michael Mier, Police Chief

Approved as to form:

  
Dean E. Westman, Attorney for Township