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A COLLECTIVE BARGAINING AGREEMENT

BETWEEN

JACKSON TOWNSHIP BOARD OF TRUSTEES

AND

THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

OFFICE AND CLERICAL EMPLOYEES

JULY 1, 2012 THROUGH JUNE 30, 2015

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TABLE OF CONTENTS

ARTICLE 1 - PURPOSE 1
ARTICLE 2 - UNION RECOGNITION 1
ARTICLE 3 - UNION SECURITY 2
ARTICLE 4 - FAIR SHARE FEE 3
ARTICLE 5 - MANAGEMENT RIGHTS 3
ARTICLE 6 - LABOR MANAGEMENT COMMITTEE 4
ARTICLE 7 - NO STRIKE/NO LOCKOUT 4
ARTICLE 8 - NON-DISCRIMINATION 5
ARTICLE 9 - GRIEVANCE PROCEDURE 5
ARTICLE 10 - FAMILY AND MEDICAL LEAVE 7
ARTICLE 11 - DISCIPLINARY PROCEDURE 9
ARTICLE 12 - REPORTING DAMAGE TO TOWNSHIP EQUIPMENT 10
ARTICLE 13 - SENIORITY AND LAYOFF PROCEDURE 10
ARTICLE 14 - LAYOFF PROCEDURE 11
ARTICLE 15 - HOLIDAY PAY 12
ARTICLE 16 - VACATION PAY 13
ARTICLE 17 - SICK LEAVE PAY 14
ARTICLE 18 - FUNERAL LEAVE 16
ARTICLE 19 - PERSONAL LEAVE 16
ARTICLE 20 - OVERTIME 17
ARTICLE 21 - HEALTH INSURANCE/LIFE INSURANCE 17
ARTICLE 22 - EDUCATIONAL REIMBURSEMENT 17
ARTICLE 23 - MISCELLANEOUS BENEFITS 18
ARTICLE 24 - COMPENSATION 18
ARTICLE 25 - LONGEVITY PAY 19
ARTICLE 26 - SEVERABILITY 19
ARTICLE 27 - INJURY LEAVE 19
ARTICLE 28 - DURATION OF AGREEMENT 20
ARTICLE 29 - WAIVER IN CASE OF EMERGENCY 20
ATTACHMENT A - GRIEVANCE FORM 22
ATTACHMENT B – INSURANCE 24
ATTACHMENT C – WAGE SCALE 26
ATTACHMENT D - PROCEDURES FOR WORKPLACE DRUG TESTING 27
ATTACHMENT E – REQUEST FOR LEAVE APPLICATION 36
ATTACHMENT F – MEDICAL STATEMENT 37

ARTICLE 1 - PURPOSE

A. This Agreement is hereby entered into by and between Jackson Township, Stark County, Ohio, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union." In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operation of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purpose, among others, the following:

1. To recognize the legitimate interests of the employees and the Employer to participate through collective bargaining in the determination of all terms and conditions of employment. This Agreement pertains to all employees within the bargaining unit defined herein.

2. To promote fair and reasonable working conditions.

3. To promote individual efficiency and service to the citizens of Jackson Township, Ohio and to attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.

4. To avoid interruption or interference with the efficient operation of the Employer's business.

5. To provide a basis for the peaceful and equitable adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 2 - UNION RECOGNITION

A. The Employer hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc., as the sole and exclusive representative for those Employees in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals, employed full-time in and holding the following classifications:

> All full-time Secretaries (including Secretary 1, Secretary 2, and Secretary 3), Receptionists, and the Assistant Zoning Inspector employed by the Township, excluding all professional, supervisory, confidential, part-time, casual and seasonal employees, the Chief Assistant to the Fiscal Officer, the Township Administrator's Secretary, and all other employees.

B. All new employees hired by the Township for a bargaining unit position shall have a probationary period of 730 days. During this 730-day probationary period, the new employee may be terminated at the sole discretion of the Employer.

ARTICLE 3 - UNION SECURITY

A. The Employer and the Union agree that membership in the Union is available to all employees occupying classifications as has been determined by this Agreement to be appropriately within the bargaining unit when the employee completes their first full month of employment.

B. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will request the Fiscal Officer to deduct dues from the payroll checks for the next pay period following the pay period in which the authorization was received by the Employer and which Union dues are deducted.

C. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of dues, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claim, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

D. The Employer shall be relieved from making such individual "check-off" deductions upon: (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed unpaid leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

E. The Employer shall not be obligated to make deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

F. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction will normally be made by deducting the proper amount if the deduction does not exceed a total of two (2) months regular dues from the pay of any Union member. The Employer will not deduct more than one (1) month's regular dues for more than one (1) consecutive month.

G. The rate at which dues are to be deducted shall be certified to the Township Fiscal Officer by the Treasurer of the Union during January of each year. One (1) month advance notice must be given to the Township Fiscal Officer prior to making any changes in an individual's dues deductions.

H. The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

I. Each eligible employee's written authorization for dues deductions shall be honored by the Employer for the duration of this Agreement unless the eligible employee certifies in writing by certified mail to the Employer and the Union that the dues check-off authorization has been revoked, at which point the dues deduction will cease effective the pay period following the pay period in which written dues deduction revocation was received by the Employer.

J. All dues deductions, at the Employer's option, upon written notice by certified mail to the Union, may be canceled upon the termination of this Agreement. All dues deductions for any month in which Union members, individually or collectively engaged in a work slowdown, strike, walkout, or any concerted effort to interfere with public service, may be canceled at the Employer's option upon written notice by certified mail to the Union.

ARTICLE 4 - FAIR SHARE FEE

A. All current members of the bargaining unit and all other members, current or new, shall at their own option:

1. Maintain membership in the Union,

2. Become members of the Union, or

3. Pay a fair share service fee to the Union in the amount not to exceed the normal dues and in accordance with Ohio Revised Code Section 4117.09.

B. Fair share fees shall be deducted by the Employer in the same manner as dues deduction as provided in Article 3 of this Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

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

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discipline, demote; to discharge for just cause; and to maintain order among employees;

2. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;

3. To determine the Township's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes;

4. To determine the size and composition of the work force and the Township's organizational structure;

5. To determine work schedules and to establish the necessary work rules for all employees; including a drug and alcohol policy. (Attachment D)

6. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;

7. To maintain the security of records and other pertinent information;

8. To determine and implement necessary actions in emergency situations.

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

ARTICLE 6 - LABOR MANAGEMENT COMMITTEE

A Labor-Management Committee shall be established for the sole purpose of communicating matters of mutual concern. The Committee shall consist of an Associate, two (2) others from the bargaining unit, a Department Head, a Township Trustee and one (1) other member of the management team of the employer. In the interest of sound labor management relations, the Committee may meet on a quarterly basis at the request of either party at any agreed upon site or it may meet more often if jointly determined. The Labor-Management Committee meetings shall be limited to the purpose of communications and are not meetings for any other purpose including collective bargaining negotiation.

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

ARTICLE 7 - NO STRIKE/NO LOCKOUT

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

1. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members during the life of this Agreement.

2. The Employer agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone any lockout of members of

the Union, unless those members shall have violated Section (A)(1) of this Article.

ARTICLE 8 - NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex, disability or handicap, and involvement or non-involvement in the Union in accordance with state, federal and constitutional law.

ARTICLE 9 - GRIEVANCE PROCEDURE

A. Purpose

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

B. Definitions

1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the express written provisions of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of the United States or Ohio Constitutions.

2. For purposes of counting time under this procedure, "working days" as used in the procedure shall mean calendar days excluding Saturdays, Sundays, and legal holidays.

3. All grievances must be processed at the proper step in the order of progression to be considered at the subsequent step.

4. A "grievant" is an employee or group of employees within the bargaining unit of the Union.

C. Rights of the Grievant and Union

1. A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group shall process the grievance.

2. The Union may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements of any step to lapse without further appeal.

3. All written grievances must be filed on the Grievance Procedure Form attached hereto as Attachment A and contain the following information to be considered:

   a. Aggrieved Employee's name, address, and signature.

   b. Aggrieved Employee's classification.

   c. Date grievance was first discussed with Department Head.

   d. Date grievance was filed in writing.

   e. Date when grievant first became aware of grievance.

   f. Person or persons to whom grievance is directed.

   g. Description of incident giving rise to the grievance.

   h. Articles and Sections of Agreement violated.

   i. Remedy sought.

4. No settlement shall be in conflict with any provisions of this Agreement. An employee may choose one (1) other employee, which shall be a Union recognized representative, or an FOP/OLC employee to accompany him in any step of the grievance procedure.

D. Procedure

1. Informal Step - Within ten (10) working days of the time the grievant becomes aware of the alleged grievance, the grievant shall present the grievance in writing on the attached Grievance Procedure Form to the Department Head or his designee. The Department Head or his designee shall provide a written answer to the grievant and the Union within five (5) working days after presentation of the grievance.

2. Formal Step - Township Trustees: If the grievance is unresolved in the Informal Step, it may be processed to Step 2 of this procedure. A copy of the grievance submitted at Step 1 may be filed with the Board of Trustees within five (5) days from the date of rendering of the decision at Step 1. Copies of the written decision shall be submitted with the appeal. The Board of Trustees shall convene a hearing within thirty (30) days of the receipt of the written grievance. The hearing will be held with the Grievant, his Local Grievance Committee representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Board of Trustees shall issue a written

decision to the employee and representative within thirty (30) days from the date of the hearing.

3. Arbitration - If the grievant is not satisfied with the disposition at Step 2, the Union may, within thirty (30) working days of the receipt of the written decision at Step 2, request, in writing, that the grievance be submitted to a disinterested third party for arbitration. No later than ten (10) working days after such notice is given, representatives of the Employer and the Union shall attempt to mutually agree on an arbitrator who is Ohio State Employment Relations Board certified. If unable to agree within ten (10) working days after the notice to arbitrate is given, the Parties shall promptly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators who are Ohio State Employment Relations Board certified, and the Parties will choose one (1) by the alternative strike method. If the Parties are unable to choose an arbitrator within five (5) working days of receipt of the panel list or the panel list is rejected by either party, the Parties shall request the FMCS to submit another panel of seven (7) arbitrators who are Ohio State Employment Relations Board certified, and selection of the arbitrator shall be in accordance with the voluntary labor arbitration rules promulgated by the FMCS. The person so selected shall hold the necessary hearings promptly and issue his findings and recommendation in writing within thirty (30) days from the date the record is closed. The 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. The arbitrator authority is confined solely to interpreting the specific written terms of this Agreement as they apply to the submitted grievance. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. If the decision does not wholly affirm the position of either party, the arbitrator shall determine what amount of the payment of the costs of the arbitrator that each party shall be responsible. All other expenses shall be borne by the party incurring them.

4. Time Limits - 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 advanced to the next step. The time limits specified for either party may be extended only by written mutual agreement.

ARTICLE 10 - FAMILY AND MEDICAL LEAVE

1. Family Medical Leave. An employee who has been employed for at least twelve (12) months by the Board prior to beginning a leave and has worked at least 1250 hours during the twelve (12) month period immediately before the date the leave would begin shall be granted up to twelve (12) weeks of unpaid leave during any twelve (12)-month period for any of the following reasons:

a. birth or adoption of a child, or placement of a foster child;

b. to care for a spouse, dependent child or parent who has a serious health condition as defined by the Family Medical Leave Act; or

c. a serious personal health condition as defined by the Family Medical Leave Act, that makes the employee unable to perform his or her job.

2. The Board will measure the twelve (12) month period as a rolling twelve (12) month period measure backward from the date an employee uses any leave under this Article. Each time an employee takes leave, the Board will compute the amount of leave the employee has taken under this Article during the previous twelve (12) months and subtract it from twelve (12) weeks of available leave.

3. An employee's request for family medical leave must be supported by proper documentation. This documentation will include a statement by the attending physician which includes the date on which the serious health condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, a statement that the employee is unable to perform his position or the employee is needed to care for the spouse, dependent child, or parent. The employee must also provide medical certification when they are able to resume work. If there is a disagreement regarding whether the employee suffers from a serious health condition or is able to return to work, the Employer may secure a second opinion from a physician selected and paid for by the Employer.

4. In order to utilize family medical leave, the employee must give a minimum of thirty (30)-days notice before the intended date of the leave, except for bona fide emergencies. Emergencies necessitating less than a thirty (30)-day notice shall be documented by the attending physician's statement that an unforeseen emergency did exist.

5. During family medical leave periods, the Employer will continue to pay the health insurance premium. Any share of health insurance premiums that had been paid by the Employee prior to family medical leave must continue to be paid by the Employee during the family medical leave period. If family medical leave is substituted paid leave, the Employee's share of premiums shall be paid by the method normally used during any pay period. If family medical leave is unpaid, the Employee must make payment of his or her share of the premiums to Jackson Township on the first pay date of each month (same schedule as payment made under a COBRA). If the Employee does not return to work after the expiration of family medical leave, the Employee will be required to reimburse the Employer for payment of health insurance premiums during the family medical leave, unless the Employee does not return because of the presence of a serious health condition which prevents the Employee from performing his/her job or circumstances beyond the control of the Employee.

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

7. If both a husband and wife are employed by the Employer, they may be jointly entitled only to a total, combined twelve (12)-week period for family medical leave, excluding their own serious health condition.

ARTICLE 11 - DISCIPLINARY PROCEDURE

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

1. Verbal warning;

2. Written reprimand;

3. Suspension Without Pay. At the option of the employee and with the concurrence of the Department Head, accrued vacation or personal leave may be forfeited equal to the length of the suspension. (A record of suspension will be maintained);

4. Reduction in pay;

5. Discharge.

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

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

a. Appear at the hearing to present oral or written statements in his/her defense.

b. Appear at the hearing with an employee or non-employee representative of the FOP to present oral or written statements in his/her defense.

c. Elect in writing to waive the opportunity to have a disciplinary hearing.

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

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

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

C. Disciplinary action may be appealed through the grievance and arbitration procedure. The employee must file appealable disciplinary actions at the Formal Step of the grievance procedure within five (5) calendar days from the receipt of the notice of discipline.

D. The provisions and procedures contained in this Article involving discipline decisions covered by this Article are in lieu of any statutory rights provided to the employee under Ohio Revised Code, or otherwise provided by law.

ARTICLE 12 - REPORTING DAMAGE TO TOWNSHIP EQUIPMENT

Any damage that occurs to Township equipment or property that is witnessed by an employee must be reported to the Department Head immediately. If the Department Head is not available, the employee must immediately report the occurrence to the Township Administrator. Failure to do so may result in discipline as provided for in Article 11 of this Agreement.

ARTICLE 13 - SENIORITY AND LAYOFF PROCEDURE

A. Seniority shall be defined as an Employee's uninterrupted length of full time continuous employment with the Township.

B. An Employee's seniority shall be terminated when one or more of the following occur:

1. Resignation from employment;

2. Discharge in accordance with the procedures set forth in this Agreement;

3. Layoff or otherwise fails to perform bargaining unit work for a period of time exceeding two (2) years;

4. Employee's retirement;

5. The Employee refuses a recall or fails to report to work within seven (7) working days from the receipt of the Employer's recall notice;

6. Failure to return to work upon the expiration of a leave of absence.

C. The above definition of seniority is applicable only where seniority is specifically referenced in this Agreement. The definition is also applicable when there are any conflicts in taking days off, and vacation scheduling.

ARTICLE 14 - LAYOFF PROCEDURE

A. The provisions and procedures contained in this Article involving layoff decisions covered by this Article are in lieu of any statutory rights provided to the employee under Ohio Revised Code, or otherwise provided by law. Any appeal regarding a layoff decision or the procedure for conducting a layoff will be subject to the grievance procedure, and will not be the subject of any statutory or common law appeal.

B. It is agreed that prior to the implementation of an abolishment of a position or the lay-off of bargaining unit personnel, the Township will meet and confer with the Local to consider alternatives.

C. The Employer shall determine in which classification(s) and department(s) layoffs will occur. Within each affected classification and department, employees will be laid off in the inverse order of their seniority as follows:

1. Part time temporary employees;

2. Full time temporary employees;

3. Part-time employees;

4. Full time who have not completed the probationary period; and

5. Non-probationary Full time employees.

D. Any employee in the classification of Secretary 1, Secretary 2, or Secretary 3 who receives a notice of layoff shall have five (5) calendar days following receipt, in which to exercise his or her right to bump any less senior employee in a lower classification within their department.

E. When employees are subject to a layoff, the Township shall create a recall list for each classification within each department. The Township shall recall employees from layoff

according to seniority, beginning with the most senior employee in the classification within each department and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of two (2) years after the effective date of the layoff.

F. Notice of recall shall be sent to the employee by way of certified mail. The Township shall be deemed to have fulfilled this obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

G. A laid off employee shall be given seven (7) calendar days after receipt of notice of recall or ten (10) days after postmark of notice of recall, whichever date occurs first, in which to report for duty, unless a different date for returning to work is specified in the notice or agreed to by the Township and employee. In the event of extenuating circumstances that would prevent the employee from returning within the specified time limit, the Township may grant a reasonable extension. In the event the extenuating circumstance prevents the employee from returning to work, such employee shall be by-passed for recall to the available position, but shall remain on the recall list until the recall rights expire.

H. Voluntary Layoff. When the Township elects to conduct a layoff, employee(s) in the affected classification and department may elect to be placed on voluntary layoff, regardless of their seniority status under the following conditions:

1. The volunteer(s) with the most seniority shall be laid off first;

2. Employee(s) who are placed on voluntary layoff may not displace or bump other employees;

3. Employee(s) who are placed on voluntary layoff may only be recalled to the classification and department from which they are laid off.

ARTICLE 15 - HOLIDAY PAY

A. All full-time employees shall receive the following paid holidays for the days designated:

1. New Year's Day, the first day of January;

2. Martin Luther King Jr. Day, the third Monday in January;

3. Presidents Day, the third Monday in February;

4. Memorial Day, the last Monday in May;

5. Independence Day, the fourth day of July;

6. Labor Day, the first Monday in September;

7. Columbus Day, the second Monday in October;

8. Veterans' Day, the eleventh day of November;

9. Thanksgiving Day, the fourth Thursday in November;

10. Day after Thanksgiving;

11. Christmas Day, the twenty-fifth day of December.

B. If any day designated as a paid holiday falls on Sunday, the next succeeding day (Monday) is the paid holiday. If any day designated as a paid holiday falls on a Saturday, the preceding day (Friday) is the paid holiday.

C. All employees who work on a designated holiday shall receive one and one-half (1 ½) times their regular rate of pay for each hour worked on the designated holiday in addition to their regular holiday pay as provided herein.

ARTICLE 16 - VACATION PAY

A. All full-time employees shall accrue vacation while on active pay status as defined herein in the following manner:

	Full-time Employees	Period of Vacation
Anniversary Date	Less than 1 year	None
	After 1 year	10 days (2 weeks)
	After 5 years	15 days (3 weeks)
	After 10 years	20 days (4 weeks)
	After 15 years	25 days (5 weeks)
	After 20 years	30 days (6 weeks)

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

C. For the purpose of administering vacations, the workweek shall be Monday through Friday, and all days included therein shall be deemed workdays. (One week for full-time employees: Monday - Friday).

D. Anniversary date shall be the last date of full time hiring by the Township.

E. A maximum of two (2) weeks plus one years worth of vacation benefit, of earned, unused vacation may be carried over to the next year. At least one (1) week of earned vacation must be taken during the year.

F. The vacation schedule period shall be from Anniversary date to Anniversary date.

G. Vacation shall be used in increments of one week or more. Vacations may be used in lesser increments when authorized by the Department Head.

H. Vacation requests must be approved by the Department Head. A request for annual vacation leave must be submitted by the Employee at least three (3) weeks (twenty-one (21) calendar days) prior to the effective beginning date. Annual vacation will be taken at such time as the employee and the Department Head mutually agree. The twenty-one (21) calendar day notification may be waived at the discretion of the Department Head.

I. Annual vacation leave is earned during the time the employee is on active pay status. It is not earned while on unpaid fmla, unpaid leave of absence, unpaid military leave, or while working on a part-time basis.

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

K. A maximum of two (2) weeks earned but unused vacation may be purchased by the Township within thirty (30) days after the employee's anniversary date if a minimum of two (2) weeks of earned vacation has been used during the previous year and upon filing the proper application form with the Fiscal Officer's office.

ARTICLE 17 - SICK LEAVE PAY

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

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

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

D. The Employee shall submit to the Department Head a satisfactory written, signed statement on the form supplied by the Employer, to justify the use of sick leave before returning to work. (Attachment E) The Department Head may require the employee to furnish a physician's statement related to the illness if absent three or fewer days. An Employee absent four (4) consecutive calendar days or more is required to furnish a medical statement on Attachment F from his/her physician or other professional verifying the illness, the Employee's inability to perform his/her required duties, and the Employee's expected date of recovery.

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

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

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

H. An employee who is unable to report for work, and who is not on a previously approved leave for vacation, sick leave, compensatory leave or approved leave of absence, shall be responsible for notifying the Department Head that he/she will be unable to report for work. The notification must be made at least one (1) hour before the Employee's scheduled start time for work unless emergency conditions prevent such notification. Any employee failing to make the required notification will not be paid for that day.

I. Paid holidays falling during a sick leave shall not be charged as sick leave time.

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

K. The Employer maintains the right to investigate any employee's absence. Attendance records may be reviewed by supervisors each time an employee is absent to determine frequency of absence and if any particular pattern appears evident during the prior twelve-month period.

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

Abuse of sick leave is defined as patterned use of sick leave before or after scheduled days off or patterned use on scheduled working weekends or repeating the same day of the week; use of sick leave on scheduled working holidays; use of sick leave when

previously denied scheduled time off; or use of sick leave when ordered to work before or after the scheduled work days.

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

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

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

N. Sick leave days for all employees shall be posted at least quarterly and, when possible, shall be recorded on the employee's pay stubs once each month.

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

Percentage	Accumulation
25%	0-1000 hours
30%	1,001-1,500 hours
35%	1,501-2,000 hours
40%	2,001 – 2,500 hours
45%	2,501-3,000 hours
50%	3,001 & above hours

ARTICLE 18 - FUNERAL LEAVE

A Bargaining Unit Member shall be granted time off with pay (not to be deducted from the Bargaining Unit Member's sick leave) for the purpose of attending the funeral of the following listed persons. The Bargaining Unit Member shall be entitled to a maximum of five (5) work days in the event of the death of his mother, father, brother, sister, spouse, children for which the Member has legal responsibility, or grandchildren. The Bargaining Unit Member shall be entitled to a maximum of three (3) workdays in the event of the death of his spouse's parents, daughter in law or son in law. The Bargaining Unit Member shall be entitled to a maximum of two (2) work days in the event of the death of his first aunt, first uncle, grandparents, brother in law or sister in law. The Employee shall be entitled to a maximum of one (1) work day in the event of the death of his first cousins or his spouse's grandparents.

ARTICLE 19 - PERSONAL LEAVE

A. Day is defined at eight (8) hours.

B. Personal days can be used in minimum increments of one half (1/2) hour.

C. Unused personal leave shall not be carried over to the following year.

D. All bargaining unit members shall be eligible for two (2) personal days per year.

E. The Employee shall notify the Employer at least three (3) days in advance of such leave except in cases of personal or family emergency, in which case the Employee shall notify the Employer as far in advance of his scheduled shift as possible.

ARTICLE 20 - OVERTIME

A. The work week for employees shall constitute forty (40) hours per week to be performed from 12:00 a.m. on Saturday to 11:59 p.m. on Friday. A work day shall be eight and one half (8½) hours in a twenty-four hour period with a thirty (30) minute unpaid lunch break which shall be taken as close as possible to the middle of each shift. All employees shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate for any work required outside the above designated work week or for any work exceeding more than eight (8) hours in a twenty-four hour period.

B. Overtime work shall be offered by a rotating list in each job classification to employees who normally perform those jobs.

C. Overtime shall be paid to all employees who are subpoenaed into court for work related trials at a minimum of three (3) hours pay.

ARTICLE 21 - HEALTH INSURANCE/LIFE INSURANCE

A. Benefits for hospitalization, major medical, vision, dental and prescription drug insurance coverage shall be as set forth in Attachment B.

B. The township shall provide all employees in the bargaining unit with a term life insurance policy with a face value of Fifteen Thousand Dollars ($15,000.00) subject to the terms and conditions of the carrier.

ARTICLE 22 - EDUCATIONAL REIMBURSEMENT

A. The employer may approve the reimbursement of an employee's expenses incurred in obtaining additional education or training, provided such education or training is in a field of study related to the employee's job or services performed by the employer. If approved, the Township will pay for tuition, textbooks, and supplies with the provision that the textbooks become the property of the Township. The books are to be turned in upon completion of the course with receipt and final grade within ten (10) days of receipt of grade to allow for prompt reimbursement of schooling costs as provided herein. The Township shall reimburse the tuition costs of two (2) courses per quarter or semester up to $800 total per quarter or $1200 per semester in an Associate or Bachelor degree

program upon the approval of the courses by the Department Head. Township shall reimburse all textbook costs related to the approved courses.

B. Reimbursement shall not be granted unless the employee obtains approval from the employer before incurring such expenses.

C. An employee shall not be entitled to reimbursement for education or training expenses unless he successfully completes the course of study and presents evidence of a passing grade or certification. Passing grade is equal to a C or better or an equivalent certification.

D. Any employee who receives a reimbursement for educational and/or training expenses shall be required to repay the employer if the employee terminates his employment with the employer within a two (2) year period following the issuance of the reimbursement. The employer shall be authorized to deduct the amount of the reimbursed expenses from the employee's final paycheck.

ARTICLE 23 - MISCELLANEOUS BENEFITS

A. Each employee is entitled to two (2) ten-minute breaks as established by the Department Head.

B. Jackson Township will attempt to promote from within the bargaining unit. Vacancies to be posted for one week. Qualified candidates will be considered prior to outside candidates. This policy applies only to full-time union positions.

C. Jackson Township retains the right to supplement the work force with non-bargaining unit personnel as long as the existing bargaining unit members are not adversely affected through reduced hours or reduced days. The township's use of non-bargaining unit personnel shall not result in the displacement and/or lay off of any bargaining unit employee.

ARTICLE 24 - COMPENSATION

A. Wages shall be as set out in Attachment C which is incorporated herein. Pay periods shall be every two (2) weeks. Increases in compensation shall be effective the first pay period that ends in July.

B. The Employer shall continue to pay the employee's present eight and one-half percent (8.5%) contribution to the Public Employees Retirement System during the term of this contract.

C. Employees hired after July 1, 2009 shall be solely responsible for payment of the employee's contribution to PERS.

ARTICLE 25 - LONGEVITY PAY

A. All employees shall receive longevity payments after completion of the required length of continuous full-time service pursuant to the following schedule:

1. After five (5) - nine (9) years; two (2) percent additional over regular hourly rate.

2. After nine (9) years and thereafter; four (4) percent additional over regular hourly rate.

B. Longevity payments will be made in one lump sum payment, in one separate check, to be included in the second pay in November.

ARTICLE 26 - SEVERABILITY

This Agreement is subject to all applicable Federal and State laws or judicial decisions interpreting them. In the event any provision of this Agreement is found to be contrary to the above by a court of competent jurisdiction or by any official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect

ARTICLE 27 - INJURY LEAVE

Section 1. When an Employee is injured or suffers an occupational disease in the line of duty while actually working for the Employer, the Employee will be entitled to injury leave pay for any remaining days within the ninety (90) calendar day period from the date of the injury. The Employee must file for Workers' Compensation to be eligible for injury leave pay. The Employee shall also be subject to the Workers' Compensation requirements regarding light duty and/or transitional work programs. The Employee shall receive their regular pay (including pension contributions) during injury leave and shall sign over any and all payment for temporary total disability to the Township.

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

Section 2. Physician Examination

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

ARTICLE 28 - DURATION OF AGREEMENT

A. This Agreement shall be effective July 1, 2012 and shall remain in full force and effect until June 30, 2015 unless otherwise terminated as provided herein.

B. If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be certified mail with return receipt.

C. The Parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both Parties at the time they negotiated or signed this Agreement.

D. This Agreement constitutes the entire Agreement between the Parties, and all other agreements either written or oral are hereby canceled.

ARTICLE 29 - WAIVER IN CASE OF EMERGENCY

A. In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Employer, the Federal or State Legislature, such as acts of God, the following conditions of this Agreement shall automatically be suspended:

1. Time limits for Employer's or the Union's replies on grievances.

2. All work rules and/or agreements and practices related to the assignment of all employees.

B. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which they (the Grievance(s)) had properly progressed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 27th day of November, 2012.

FOR THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL

_____

_____ 11.19.12

_____

FOR THE BOARD OF TRUSTEES OF JACKSON TOWNSHIP, STARK COUNTY, OHIO

_____
James N. Walters, President

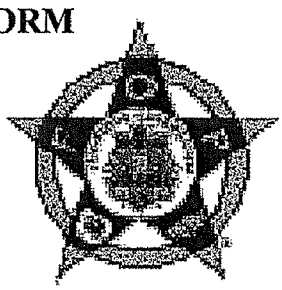
_____
John E. Pizzino, Vice President

_____
Todd J. Hawke, Trustee

_____
Randy Gonzalez, Fiscal Officer

ATTACHMENT A - GRIEVANCE FORM

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



O.L.C. Unit_____ Employer_____
O.L.C. Grievance No._____ Address_____
Phone No. ( )_____

GRIEVANCE REPORT FORM

PLEASE PRINT OR TYPE

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

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

Name of Grievant_____ Badge No._____
Grievant address_____ Phone No. ( )_____
Classification_____ Assignment_____
Shift_____ Date of appointment_____
Immediate Supervisor at time of incident_____
O.L.C. Representative_____ Date and time_____
Grievance first discussed with_____ Date and time_____
Article and section number of contract violation_____
Statement of grievance (Give times, dates, who, what, when, where, why, and how):

_____
_____
_____
_____
_____

Remedy requested:

_____
_____

Grievant's signature_____ Date and time_____

STEP ONE
Received by_____ Date and time_____
Respondent Name and Title
Date of meeting_____ Time_____ Place_____
Step one response_____
_____
_____
_____
_____

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

ANSWER IS: Accepted _____ Rejected _____

STEP TWO if applicable

Received by_____ Date and time_____

Respondent Name and Title

Date of meeting_____ Time_____ Place_____

Step two response_____

_____

_____

_____

_____

_____ _____

Name and Title Date and Time

Received by_____ _____

Grievant Date and Time

ANSWER IS: Accepted _____ Rejected _____

STEP THREE if applicable

Received by_____ Date and time_____

Respondent Name and Title

Date of meeting_____ Time_____ Place_____

Step three response_____

_____

_____

_____

_____

_____ _____

Name and Title Date and Time

Received by_____ _____

Grievant Date and Time

ANSWER IS: Accepted _____ Rejected _____

STEP FOUR if applicable

Received by_____ Date and time_____

Respondent Name and Title

Date of meeting_____ Time_____ Place_____

Step four response_____

_____

_____

_____

_____

_____ _____

Name and Title Date and Time

Received by_____ _____

Grievant Date and Time

ANSWER IS: Accepted _____ Rejected _____

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

Signature

ATTACHMENT B – INSURANCE

Section 1 The parties agree to establish a Health Care Cost Containment Committee. The committee shall consist of thirteen (13) members. Six (6) of such members shall be union representatives, one (1) from each of the Township's six (6) departments that have bargaining units (i.e., police patrol, police sergeants, police lieutenants, fire, clerical, & public works). These members shall be selected at the sole discretion of the bargaining unit to represent their respective units. Six (6) other such members shall be township representatives, and these members shall be appointed by the Board of Trustees. The remaining member shall be mutually selected by the other members of the committee, and shall serve at their pleasure.

Section 2 The Health Care Cost Containment Committee shall meet at least four (4) times a year. The Committee shall select a Chairperson from the members. The Committee shall, at its first meeting, establish rules and regulations for its governance. These rules and regulations shall provide that each of the thirteen (13) members shall have one vote, and that a majority vote will be controlling. These rules also must provide the following:

1. that a reasonable time frame for implementation of the findings of the committee;
2. that a quorum (2/3 of each side) must exist in order to vote;
3. that an agenda package is to be provided to Committee members at least five (5) days prior to any meeting;
4. that any presentation of information will be videotaped;
5. that any vote on benefit level changes will be done at the meeting following the meeting at which the change is proposed;
6. that provisions be made for the substitution of an alternate representative for any such member who may be unable to attend, or that provisions be made for the written submission of a proxy vote;
7. that each representative have the opportunity to use any advisor or consultant it deems necessary;
8. that the Committee will investigate methods to contain the overall cost of health care, including dental, vision and prescription drug costs. The methods investigated may include, but are not limited to, reduction of benefits, scope of coverage, changes in manner of administration (managed care).

9. that the final determination as to the method utilized to contain the overall cost of health care shall be vested to and be the sole responsibility of the Committee;

Section 3 The base for the purpose of determining health care cost economic data shall be as follows:

Base = $1050.00

Section 4 In the event that overall cost of health care increases and related expenses from the initial base year, or any subsequent base year, such increase, on a per employee, per month basis shall be shared between the Township and the bargaining unit member on a 50-50% basis, respectively up to One Hundred Twenty Five dollars ($125.00) per month for the employee with single coverage and One Hundred Seventy Five dollars ($175.00) per month for the employee with family coverage.

Section 5. Employee contributions for the group health insurance plan will be eligible for pre-tax treatment under a Section 125 Plan.

ATTACHMENT C – WAGE SCALE

Classification& Wage Steps	Rate effective the first pay period that ends in July 2012 2%	Rate effective the first pay period that ends in July 2013 0%	Rate effective the first pay period that ends in July 2014 0%	
Secretary 3:				
Start	12.94	12.94	12.94	
After 1 Year	13.81	13.81	13.81	
After 2 Years	14.44	14.44	14.44	
Secretary 2:				
Start	16.02	16.02	16.02	
After 1 Year	16.84	16.84	16.84	
Secretary 1:				
Start	18.32	18.32	18.32	
After 1 Year	19.23	19.23	19.23	
Data Coordinator/ Receptionist/Secretary				
Start	14.39	14.39	14.39	
After 1 Year	15.20	15.20	15.20	
After 2 Years	16.02	16.02	16.02	
Asst. Zoning Inspector				
Start	18.32	18.32	18.32	
After 1 Year	19.23	19.23	19.23	

ATTACHMENT D - PROCEDURES FOR WORKPLACE DRUG TESTING

100 Purpose and Scope

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

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

101 Definitions

Alcohol means alcohol or any beverage containing more than one-half of one percent of alcohol by volume that is capable of use for beverage purposes, either when alone or when diluted.

Drug means a controlled substance as defined by Chapter 3719 of the Ohio Revised Code, entitled "Controlled Substances," and/or Section 202, Schedules I through V of the Federal Controlled Substance Act, including but not limited to marijuana, hashish, "crack," cocaine, heroin, morphine, codeine, opiates, amphetamines, "ice," barbiturates and hallucinogens.

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

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

Drug Testing means collection of a urine specimen by medical personnel and a laboratory analysis of that specimen by Enzyme Immunoassay (EMIT) screening and confirmatory testing using the Gas Chromatograph/Mass Spectrometry (GC/MS) methods and procedures, or the most current and appropriate technology. No other testing procedures or methods may be utilized unless negotiated with the Union, or mandated by Federal Regulations.

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

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

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

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

102 Tests; Other requirements

This policy covers the following type tests:

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

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

103 Post Accident

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

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

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

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

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

Implementation Procedures

a. Any driver involved in a reportable accident as defined by this policy, shall notify the Employee's Department Head at the first available opportunity after the accident, at which time the driver will be advised to report to an appropriate collection site in order to provide the appropriate samples. To the extent possible, the driver should not transport himself to the collection site, but should arrange for someone else to transport him. However, if local law enforcement officials are on the scene of the accident and request the driver to undergo urine, and/or breath tests, the driver shall simply comply with those demands.

b. In the event the driver is seriously injured and unable to provide the necessary samples, he/she shall authorize the health care provider to release to the Township any information necessary to indicate the presence of any controlled substance or alcohol in his system.

c. The Department Head will be responsible to see that the employee knows he/she must report to a collection site for testing as soon as possible but no later than eight (8) hours after the accident.

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

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

104 Procedures for Reasonable Suspicion Testing

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

An employee who is suspected of using a prohibited substance shall be administered a drug and/or alcohol test. NOTE: An employee is suspected of using a prohibited substance when a supervisor who is trained in the detection of prohibited substances use under this program

policy can articulate and substantiate specific behavioral, performance or contemporaneous physical indicators or probable drug use.

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

a. Prohibit the employee from working or continuing to work.

b. Transport the employee, or make arrangements for transportation, to the designated medical facility identified by the Township for testing. After testing, arrangement should be made for safe transportation to the employee's residence or a place selected by a relative or friend of the employee.

c. Prepare appropriate documentation and take appropriate disciplinary action.

d. Supervisors are prohibited from demanding or encouraging drug or alcohol testing that does not follow the guidelines established in this policy. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit appropriate disciplinary action which could include discharge.

e. The Supervisor shall call the Administrator. If unavailable, he shall call the Law Director.

f. The Supervisor shall call a Union representative.

g. If the employee refuses to submit to the test, warn the employee that he/she may not return to his/her covered position until he/she passes a test, and explain to him/her that a refusal to test is considered a positive test.

h. The Township or supervisor cannot be expected to determine whether an employee has a substance abuse problem. Even treatment professionals have difficulty identifying such problems. Substance abuse problems can often be confused with emotional difficulties, reaction to stress, physical illness, and other causes.

i. There are some behaviors, which suggest the possibility of an abuse problem. The presence of one of these behaviors probably does not mean the employee has a problem; the presence of several suggests that the employee does have a problem, whether it's substance abuse or something else. Some of the behaviors often found in people with substance abuse problems may include:

    1. Being continually late for work, especially after a day missed day.

    2. Displaying a change in safety record; more accidents or near-accidents, more safety violations, etc.

    3. Getting traffic tickets or warnings for speeding, reckless

4. Driving, driving under the influence, etc.

5. Displaying abrupt mood swings or unexplained, inconsistent changes in mood or energy level as the day goes on.

6. Missing appointments.

7. Increasingly missing work and calling in sick, particularly when the calls are made by the spouse, not the worker.

8. Taking long breaks, particularly if there is a noticeable change in mood or energy level after the break.

9. Disappearing at times throughout the day and not being able to account for those times.

10. Becoming isolated from other workers or any other change in relationships with coworkers.

11. Being unable to get along with coworkers or, in a previously friendly person, avoiding others.

12. Although these are some symptoms that may indicate a problem, they are by no means all of them. A good rule of thumb is to investigate any situation that has a remote possibility of endangering the employee, coworkers, and/or clients or any situation that an employee is not working responsibly.

105 Testing Procedures

The following test procedure shall apply to all employees:

a. Urine specimens shall be collected at the approved laboratory as stated below in section (e), or at an accredited medical facility when necessary after an accident.

b. A Union representative, if available, shall be allowed to accompany the employee to the test and observe collection, bottling and sealing of the specimen. The employee shall not be observed when the urine specimen is given. The Union representatives shall have not more than one (1) hour to report to the collection site. The Union shall provide the Township with three (3) Union representatives to contact. A Union representative contacted during work periods will not forfeit pay, and the representative contacted outside of work periods shall not be compensated by the Township for his/her time.

c. All specimen containers, vials or bags used to transport the samples shall be sealed with evidence tape and labeled in the presence of the employee and/or Union representative, if present.

d. The testing shall be done by a laboratory certified as a medical and forensic laboratory which complies with the scientific and technical guidelines for Federal drug testing programs and Standards for Urine Drug Testing for Federal Agencies issued by the Substance Abuse and Mental Health Services Administration of the U.S. Department of Health and Human Services. (53 Fed. Reg. 11970 4/11/88; as revised in 59 FR 29908 6/9/94, 62 FR 5118 9/30/97 and 66 FR 162 8/21/01).

e. The Union and the Township may choose the laboratory to be utilized for toxicology testing on a yearly basis.

f. The following standards shall be used to determine what levels of detected substances shall be considered positive. **NOTE:** These are current levels subject to change by Federally Mandated Regulations. Current Federal Regulations shall be controlling in case of change or conflict:

DRUG	SCREENING TEST	CONFIRMATION
Amphetamines	500 ng/ml Amphetamines	250 ng/ml G-MS
Marijuana Metabolites	50 ng/ml Delte-THC	15 ng/ml G-MS
Cocaine Metabolites	150 ng/ml Metabolites	100 ng/ml G-MS
Opiates Metabolite Codeine Morphine	2000 ng/ml	2000 ng/ml G-MS
PCP (Phencyclidine)	25 ng/ml PCP	25 ng/ml G-MS
MDMA/MDA/MDEA	500 ng/ml	250 ng/ml
6 Acetylmorphine	10 ng/ml	10 ng/ml
Alcohol	.04 Breath .02 - .039 Breath will be removed from driving for 24 hours	

g. Tests which are below the levels set forth above shall be determined as negative. If test results are negative, all non-required documentation regarding supervisor's observations and testing will be designated as unsubstantiated.

h. At the time the urine specimen is collected two (2) samples will be taken. One (1) sample will be sent to the laboratory to be tested at the Township's expense. If the first sample tests positive then upon written request by the employee within 72 hours, the second sample shall be tested separately at an approved laboratory chosen by the test facility from the list agreed to by the Union. All test results are to be reviewed by the MRO before being released.

i. Breath alcohol testing for covered employees, using the EBT device, with any result less than .02 alcohol concentration shall be considered a "negative" test. If

any results test between .02 and .039, the operator shall not be permitted to operate a Township vehicle for twenty-four (24) hours. A test result of .04 or greater shall be considered a "positive" test.

106 Test Results; Discipline

All test results shall be treated as confidential medical records.

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

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

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

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

107 Voluntary Assistance

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

108 Supervisor Training

Supervisors shall be trained:

a. To recognize the symptoms of drug abuse, impairment and intoxication and to identify the elements of determination of reasonable suspicion.

b. To effectively and appropriately intervene in reasonable suspicion instances.

c. To identify basic categories of drugs and their effects.

d. To understand the methods of the Township's drug and alcohol testing procedures.

e. To effectively and appropriately document reasonable suspicion cases.

f. To implement disciplinary measures appropriately.

200 Drug Testing Facility

To the extent possible, collection of urine and breath samples for such testing shall be performed by the collection sites whose sample collection protocol has been approved by the Township and conforms to Federal regulatory requirements. The procedures and methodology in such testing shall be in accordance with governing Federal regulations.

201 Medical Review Officer (MRO)

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

202 Substance Abuse Professional (SAP)

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

203 Breath Alcohol Technician (BAT)

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

204 Approved Laboratories

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

205 Collection Agency

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

206 Employee Assistance Program

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

207 Anti-Drug Program Manager

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

301 New Employees

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

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

302 Confirmation Test

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

303 Scope

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

ATTACHMENT E – REQUEST FOR LEAVE APPLICATION

Date: _____

Name: _____

Department: _____

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

Days off included within the Vacation or Sick Leave _____
Automatic holiday within the Vacation or Sick Leave _____

FOR THE FOLLOWING REASON:

_____ Medical, Dental or Optical examination or treatment
_____ Personal illness or injury
_____ Work-related injury or illness? _____ Yes _____ No

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

_____ Serious illness or injury in immediate family _____ (Relationship)
_____ Funeral _____ _____ _____
Name of Deceased Relationship Date
_____ Leave without pay
_____ Jury Duty _____ Court _____ Date_____
_____ Military: _____ With Pay _____ Without Pay _____
_____ Vacation
_____ Compensatory Time
_____ Personal Leave
_____ Time Clock - No Punch:_____

_____ Other: _____

Is this an absence per FMLA? ____ Yes ____ No

If yes, please provide the appropriate documentation.

I certify that this is a true and complete statement.

_____
Signature of Employee

SUPERVISOR CERTIFICATION:

_____ Approved _____ Disapproved

_____
Supervisor

ATTACHMENT F – MEDICAL STATEMENT

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

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

_____ The employee was under my professional care.

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

I hereby certify that, _____, was under my professional care for
(Patient's Name)

the Treatment of, _____, from _____
(Illness) (Date)

through _____.
(Date)

_____ _____
Signature of Physician Date

_____
Physician's Name (Printed)

_____
Address

_____
City State Zip Code

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	} Case No(s):	12-MED-03-0238
EMPLOYEE ORGANIZATION,	}	(Secretaries, et al)
	}	
and,	}	
	}	
JACKSON TOWNSHIP TRUSTEES,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,

Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Ms. Leslie Iams Kuntz
lkuntz@kwgd.com