



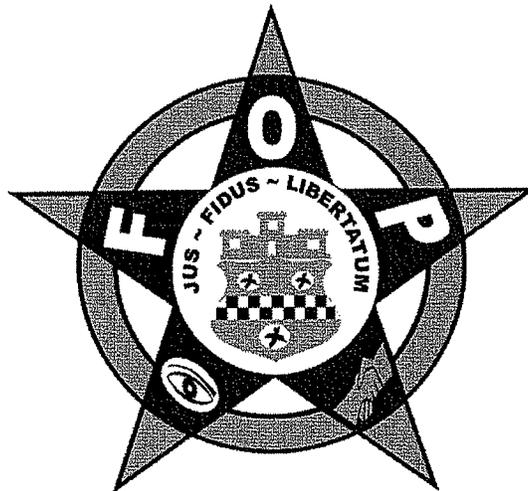
13-MED-09-1175  
1537-02  
K30881  
05/07/2014

## **A COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND**



**POLAND TOWNSHIP**

**(Full-Time Patrol Officers)**

**EFFECTIVE: January 1, 2014  
EXPIRES: December 31, 2016**

**AS PREPARED BY:**

**OTTO J. HOLM, JR.**

Staff Representative

FOP/Ohio Labor Council, Inc.

2721 Manchester Road

Akron, OH 44319-1020

1-888-367-6524

TABLE OF CONTENTS

		<u>PAGE</u>
ARTICLE 1	PREAMBLE	1
ARTICLE 2	PURPOSE AND INTENT	2
ARTICLE 3	RECOGNITION	3
ARTICLE 4	DUES DEDUCTION	4
ARTICLE 5	AGENCY SHOP	5
ARTICLE 6	MANAGEMENT RIGHTS	6
ARTICLE 7	EMPLOYEE RIGHTS	8
ARTICLE 8	NO STRIKE	9
ARTICLE 9	DISCIPLINE	10
ARTICLE 10	ASSOCIATION REPRESENTATION	11
ARTICLE 11	GRIEVANCE PROCEDURE	12
ARTICLE 12	ARBITRATION PROCEDURE	14
ARTICLE 13	NON-DISCRIMINATION	15
ARTICLE 14	GENDER AND PLURAL	16
ARTICLE 15	OBLIGATION TO NEGOTIATE	17
ARTICLE 16	CONFORMITY TO LAW	18
ARTICLE 17	DUTY HOURS	19
ARTICLE 18	OVERTIME PAY AND COURT TIME	20
ARTICLE 19	HOLIDAYS	23
ARTICLE 20	VACATIONS	24
ARTICLE 21	SICK LEAVE	26
ARTICLE 22	PERSONAL LEAVE	27
ARTICLE 23	FUNERAL LEAVE	28
ARTICLE 24	INJURY LEAVE – INJURED ON DUTY	29
ARTICLE 25	JURY DUTY	31
ARTICLE 26	COMPENSATION	32
ARTICLE 27	UNIFORM ALLOWANCE	34
ARTICLE 28	INSURANCE	35
ARTICLE 29	MISCELLANEOUS	36
ARTICLE 30	SENIORITY	38
ARTICLE 31	LAYOFFS	39
ARTICLE 32	CANINE UNIT	40
ARTICLE 33	SAVINGS CLAUSE	42
ARTICLE 34	SUCCESSOR AGREEMENT	43
ARTICLE 35	DURATION AGREEMENT	44
ARTICLE 36	PERSONNEL FILES	45
ARTICLE 37	VACATION ACCRUAL POLICY	46
ARTICLE 38	SENIORITY DATES	47
ARTICLE 39	DRUG & ALCOHOL SCREENING PROGRAM	48
ARTICLE 40	OPOTA CERTIFICATION ALLOWANCE	57
ARTICLE 41	ADDENDUM -RETROACTIVITY	58
ARTICLE 42	EXECUTION	59

**PREAMBLE**

**ARTICLE 1**

Section 1. This Agreement is hereby entered into by and between Poland Township, hereinafter referred to as the "Employer", and the, The Fraternal Order of Police Ohio Labor Council, Inc. hereinafter referred to as the "FOP".

## PURPOSE AND INTENT

### **ARTICLE 2**

Section 1. The purpose of this Agreement is to promote harmonious and cooperative relationships with uninterrupted efficient operations between the Employer and the FOP.

## RECOGNITION

### **ARTICLE 3**

Section 1. The Employer agrees that it has and will continue to recognize the FOP as the exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all full time patrol officers on the Poland Township Police Department.

Section 2. The Employer will furnish the FOP 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.

Section 3. A Labor-Management Committee shall be established to discuss matters of mutual concern within the Department. The Committee shall consist of two members from the FOP and two members of the Board of Trustees and shall meet on a bi-annual basis or more often if jointly determined.

## DUES DEDUCTION

### ARTICLE 4

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the FOP along with the regular monthly FOP 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 in the Poland Township Police Department for whom the Employer is currently deducting dues.

Section 2. The initiation fees, dues and/or assessments so deducted shall be in the amounts established by the FOP from time to time in accordance with its Constitution and By-laws. The FOP shall certify to the Employer the amounts due and owing from the employees involved.

Section 3. The Employer shall deduct FOP dues, initiation fees and/or assessments in the following manner: 1/2 of the amount owed from the first pay in each calendar month and the remainder from the second pay of each calendar month. If an employee has no pay due on these pay dates, such amounts shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Fraternal Order of Police, Ohio Labor Council, Inc within thirty (30) days from the date of making said deduction.

Section 5. The FOP 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 FOP shall indemnify the Employer for any such liabilities or damages that may arise.

## AGENCY SHOP

### ARTICLE 5

Section 1. All members of the bargaining unit, as identified in Article 3 of this Agreement, shall either (1) maintain their membership in the FOP, (2) become members of the FOP, or (3) pay a service fee to the FOP, all in accordance with Ohio Rev. Code Sec. 4117.09. 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 Deduction."

## MANAGEMENT RIGHTS

### ARTICLE 6

Section 1. The employer shall have the exclusive right under Section 4117.08 of the Ohio Revised Code to plan, direct, and control all police operations and set departmental policy, goals, and objectives, control the premises, direct the working force and maintain the efficiency of operations. The employer shall have the following management rights:

- To introduce new equipment, facilities, and methods of performing work;
- To discipline and terminate employees for just cause and establish disciplinary procedures;
- To determine work and performance standards;
- To determine staffing levels;
- To determine work schedules, tours of duty, and daily assignments;
- To determine transfer policies;
- To hire and determine selection criteria of employees;
- To promote employees and determine promotional procedures;
- To educate and train employees and determine criteria and procedures; and
- To contract or subcontract out for goods and services.

Section 2. All investigative duties and appointments to the Mahoning County Drug Task Force will be offered to full-time officers.

Section 3. There shall be a minimum of two (2) officers in paid status assigned to a shift at all times. The employer shall determine the make-up of personnel assigned to each shift. Any sworn officer with the exception of an auxiliary patrol officer may be used by the employer to comply with minimum staffing requirements. The employer shall have the right to temporarily rescind this level of staffing when exigent circumstances arise which affect the manpower needs of the department.

Section 4. The employer shall have the right to determine when a vacancy occurs and whether or not a vacancy shall be filled. Once the employer determines that a vacancy exists, part-time officers may be used to fill the vacancy if the vacancy occurs due to the circumstances listed below. The employer reserves the right to schedule part-time officers to fill a vacancy under the circumstances listed below without offering overtime to the full-time patrol officers pursuant to Article 18 of this agreement.

1. A scheduled full-time patrol officer uses vacation.
2. A scheduled full-time patrol officer uses A-T for a day off.
3. A scheduled full-time patrol officer uses a personal day.
4. A scheduled full-time patrol officer does not exercise his option to work a holiday for any reason other than illness.
5. A scheduled full-time patrol officer is off due to illness more than one day.

The employer reserves the right to schedule part-time officers under the circumstances listed above without offering overtime to the full-time officers pursuant to Article 18 of this agreement.

Section 5. It is the intent of the employer to use auxiliary patrol officers to supplement the services performed by part-time and full-time patrol officers. Auxiliary patrol officers shall not be assigned to perform any police functions unless accompanied by a part-time or full-time patrol officer. These conditions are not applicable to extra work or should a natural disaster occur.

## EMPLOYEE RIGHTS

### ARTICLE 7

Section 1. An employee has the right to the presence and advice of an FOP representative at all disciplinary interrogations.

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

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

Section 4. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, the employees may record such interrogation if he has a recording device available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer's expense.

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

Section 6. 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 FOP present when reviewing his file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 7. With respect to investigations which may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered. If, during the course of an investigation this is determined, the formal written notice will be prepared and delivered to the employee.

Section 8. In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent court action.

Section 9. All complaints by civilians that may involve suspension or discharge of an employee, shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation.

## NO STRIKE

### ARTICLE 8

Section 1. The Employer and the FOP 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 FOP to avoid work stoppages and strikes.

Section 2. Neither the FOP 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 any strike, slowdown, concerted sick leave, walkout, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. The FOP 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 FOP meets all of its obligations under this Article.

Section 3. The FOP 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 FOP 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 in violation of this Agreement, unlawful and not sanctioned or approved of by the FOP. The FOP shall advise the employees to return to work immediately. The terms and provisions of the no strike clause, shall survive the duration of the contract.

Section 4. The Employer shall not lock out any employees for the duration of this Agreement.

## DISCIPLINE

### ARTICLE 9

Section 1. Disciplinary action taken by the Employer shall only be for just cause.

Section 2. A non-probationary employee who is suspended, demoted, or discharged shall be given written notice regarding the reason(s) for the disciplinary action. The employee shall be informed of the right to confer with a representative of the FOP.

Section 3. Prior to any discipline being imposed, the employee shall be given the opportunity to appeal through Step 2 of the grievance procedure contained in Article 11 of this Agreement. The employee shall then be able to appeal the Step 2 decision to arbitration, as set forth in Article 12 of this Agreement.

Section 4. In the case of emergency relief of duty, an employee may be suspended with or without pay pending a hearing under Step 2 of the grievance procedure. The employee shall then be able to appeal the Step 2 decision to arbitration.

## ASSOCIATION REPRESENTATION

### ARTICLE 10

Section 1. The parties recognize that it may be necessary for an employee representative of the FOP to leave a normal work assignment while acting in the capacity of representative. The FOP 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 Chief or his designee or if unavailable, the officer in charge of the shift. If representation proceedings are conducted after working hours the employee shall not be compensated therefore; however, the employee shall not be reduced in pay for attendance at such proceedings during work hours.

Section 2. Members of the Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer.

Section 3. The local Associate of the FOP/OLC shall be allowed time off each month for the purpose of attending FOP/OLC meetings. A block of 36 hours shall be set aside January 1 of each calendar year to be used to attend FOP/OLC meetings. The local Associate shall request time to attend FOP/OLC meetings from the Chief of Police at least two weeks in advance of the meeting to be attended. The block of 36 hours shall not carry over into the following calendar year in the event any of the 36 hours are unused.

## GRIEVANCE PROCEDURE

### ARTICLE 11

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

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

- a. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b. Grievant - The "grievant" shall be defined as any employee, group of employees within the bargaining unit for the FOP.
- c. Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- d. Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

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

- a. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.
- b. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- c. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 2.

- d. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the matter informally adjusted without the intervention of the FOP, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- e. The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- 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 proceed to the next step. 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 4. All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1: It shall be reduced to writing by the grievant and presented as a grievance to the Chief not later than fourteen (14) days after the grievable event occurs. The Chief shall give his answer within (5) days of the meeting.

Step 2: If the grievant is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Township Clerk in the form of personal service, within seven (7) days from the date of the rendering of the decision at Step 1. Copies of the written decisions must be submitted with the appeal. The Township Trustees or their designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, the FOP representative and any other party necessary to provide the required information for the rendering of a proper decision. The Township Trustees or their designee shall issue a written decision to the employee and his FOP representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 2, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

## ARBITRATION PROCEDURE

### ARTICLE 12

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within thirty (30) days after the rendering of the decision at Step 2, the FOP may submit the grievance to arbitration. Within this thirty (30) day period, the parties will need to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the FOP shall have ten (10) days to request the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators and the parties will choose one by the alternative strike method.

Section 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 3. The hearing or hearings shall be conducted pursuant to the Federal Mediation and Conciliation Service Rules.

Section 4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be equally divided 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 5. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena. 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 three (3) employees.

Section 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.

## NON-DISCRIMINATION

### **ARTICLE 13**

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

Section 2. The FOP expressly agrees that membership in the FOP is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

## GENDER AND PLURAL

### ARTICLE 14

Section 1. Whenever the context so requires, the use of the words herein in the singular shall be construed 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.

## OBLIGATION TO NEGOTIATE

### ARTICLE 15

Section 1. The Employer and the FOP 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 2. Therefore, for the life of this Agreement, the Employer and the FOP each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

## CONFORMITY TO LAW

### ARTICLE 16

Section 1. This Agreement shall supersede any present and future State and Local Laws, along with any applicable Rules and Regulations excepting, however, those rights reserved to management by Section 4117.08 of the Ohio Revised Code, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not effect the validity of the surviving portions.

Section 2. If the enactment of 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 effect 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.

## DUTY HOURS

### ARTICLE 17

Section 1. The regular workweek for all employees of Employer covered by this Agreement will be forty (40) hours. Scheduled days off shall be consecutive unless operational needs dictate otherwise. Vacation days, A.T. time, personal days, and sick time shall be counted as time worked.

Section 2. Work schedules shall be posted no less than two (2) weeks prior to their implementation.

Section 3. Shift assignments as determined by the Employer for full-time patrol officers shall be made on the basis of seniority. Shift assignments shall be selected quarterly and shall be made available for selection no less than two (2) weeks prior to their implementation. Nothing contained herein shall limit the discretion of the Employer to determine the number of employees to be assigned to each shift as long as minimum manning requirements are met pursuant to this agreement. Shift assignments on the basis of seniority shall not apply to patrol officers having less than four (4) years of continuous full time service with the Department unless the Employer determines otherwise or full-time patrol officers assigned to specialized functions. Specialized functions include but are not limited to the following: canine handler, school resource officer, DARE officer, bicycle patrol, and temporary detective. Shift assignments on the basis of seniority may be changed by the Employer due to circumstances, which exist or arise, which affect the need to maintain the operational efficiency of the department. Changes in shift assignments in these applications shall not be subject to the grievance procedure. The Employer reserves the right to change shifts after a work schedule is posted to accommodate requests for leave time or schedule changes, which take place. During the time of any natural disaster, other emergency, or when exigent circumstances arise which affect the manpower needs of the department, the provisions of this section shall be suspended and full-time patrol officers may be assigned to duty by the Employer without regard to seniority. The decision of the Employer in all matters relative to shift assignments shall be final and not subject to the grievance procedure outlined herein.

Section 4. The swing car/shift shall be that shift which covers the overlap between the afternoon shift and midnight shift. Management shall make swing shift assignments, which may be filled by full time patrol officers at the time of shift bidding. When an officer with seniority bids to work on the swing shift he/she has the right of first refusal to work on the holiday(s) during the work schedule bid. At the time of shift bidding for a period which includes a holiday(s) only those officers assigned to the afternoon and swing shift will be required to indicate their intentions as to whether they will work on the holiday(s). Should more than one officer with seniority indicate their intention to work on the holiday(s) then the officer having the least seniority will be given the holiday(s) off. Should an officer assigned to work on a holiday(s) swing shift or afternoon shift indicate at the time of shift bidding that he/she will take the holiday(s) off then the officer having the next most seniority will be afforded the option to work on the holiday(s). The Chief of Police or his designee shall post a holiday schedule at the time of shift bidding to allow for holiday work bidding as it applies to the aforementioned shifts. This section shall not affect the current language as it applies to the vacation schedule. Nothing in this section shall be construed so as to require Management to schedule a swing/car shift.

## OVERTIME PAY AND COURT TIME

### ARTICLE 18

Section 1. All employees, for work performed in excess of forty (40) hours in one week or eight (8) hours in one day shall be compensated, at the employee's election, either at (a) the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all overtime or (b) compensatory time computed at the same rate to be taken in the future as approved.

Section 2. The compensatory time options contained in this Article shall be offered for an accrual up to One Hundred and Twen-Five (125) hours. Full-time Patrol Officers may accrue compensatory time (locally called A/T) in lieu of payment for hours worked under the following contract provisions:

- a. Article 18, Section 1 (Weekly and daily overtime.)
- b. Article 18, Section 6 (Court time.)
- c. Article 19, Section 3 (Holiday Pay limited to eight (8) hours that may be banked.)

The Employee shall have the option of selling back to the Employer, at the Employee's regular hourly rate of pay, up to forty (40) hours of unused compensatory time. The Employee must exercise this option prior to October 31 of each calendar year. Payment for the time purchased shall be made in the first pay period after October 31 of each year.

Section 3. The following conditions shall apply when a request is made to use compensatory time hereinafter referred to as A/T off:

- A single day request to use A/T shall be submitted no less than twenty-four (24) hours in advance of the affected shift unless exigent circumstances exist.
- Requests for A/T shall be submitted in writing to the Chief of Police or his designee.
- An employee may not be forced to work to fill a vacancy which would be created by honoring a request to use A/T.
- A/T shall have the lowest priority regarding requests for leave time, however AT may be taken in single hour increments with the approval of the Chief or his designee. Vacation time has priority over A/T.
- The Employer shall not be obligated to honor a request to use A/T when honoring the request would affect the efficiency of operations of the department. Requesting A/T: A request(s) for A/T shall be reviewed consistent with the Fair Labor Standards Act. The Employer shall have the option of using any of the methods outlined below to accommodate the request:
  - Reducing the number of officers assigned to a shift when the number of officers exceeds the minimum staffing requirements as outlined in Article 6 of this Agreement.
  - Changing the work schedule subject to the conditions outlined in Article 18, Section 4.
  - Using a casual patrol officer to fill the vacancy.
  - Offering the shift(s) out for overtime.

Section 4. Overtime shall be allotted and assigned to each full-time patrol officer in accordance with seniority as defined in Article 30, except as detailed in Article 6, Section 3 and as outlined in Section 5 in this Article. When a vacancy is created in the work force and when management determines that the vacancy is to be filled with the offering of overtime to full-time patrol officers the overtime shall be assigned and allotted as follows:

1. Full-time patrol officers, then
2. Full-time supervisors, then
3. Part time patrol officers.

The following method shall be used to fill a vacancy as outlined above:

All officers are to be contacted by seniority to include officers using vacation, A/T, or personal day(s) unless the officer advises management that he/she is not to be contacted while vacation, A/T, or personal days are being used. The officer with the most seniority is to be contacted first and then other officers in accordance with lesser seniority.

Step #1. A phone call shall be placed to the officer's listed home phone number which shall be the phone number on file with the police department. If there is no answer or the officer doesn't have a home phone, the caller shall proceed to Step #2. If a telephone answering machine receives the call, the caller shall leave his/her name and the time and a message for the officer to phone the police department. The caller shall immediately proceed to the next step.

Step #2. A phone call shall be placed to the officer's cell phone number on file with the police department. If voice mail is received the same message is to be left as in Step 1. The total wait time for Steps 1 & 2 combined is five minutes, then the caller is to proceed to the next officer.

Step #3. If the vacancy is not filled by completing Steps #1 and #2 for each officer based on seniority, the caller shall repeat the entire sequence a second time, the purpose of which is to again attempt contact with those officers who have not been contacted and to re-offer the overtime to those officers who may have refused the offering of overtime.

If the vacancy cannot be filled based on compliance with Steps #1 through #3 as outlined above, the Chief of Police or the supervisor on call is to be contacted at which point in time an officer may be ordered to fill the vacancy and the vacancy shall be filled by inverse seniority.

Section 5. The intention of this paragraph is to equalize opportunities for overtime for full-time patrol officers when overtime is offered to fill a vacancy created by a request to use A/T. Offers for overtime to fill vacancies created by honoring an A/T request shall be made first to part-time patrol officers and then to full-time patrol officers based on a rotational list from the full-time patrol officer with the most seniority first to the full-time patrol officer with the least seniority last. The full-time patrol officer first on the rotational list shall have first opportunity to accept or reject overtime; upon acceptance, rejection, or no-contact that full-time patrol officer shall rotate to the end of the list and all other full-time patrol officers shall move up on the list until the next overtime opportunity is offered. In the event a full-time patrol officer does not accept the overtime it shall be offered to Sergeants based on the same format. The procedure outlined in Article 18 Section 4. shall be used to fill vacancies relative to this paragraph.

Section 6. Full-time officers called into work or appearing in court on behalf of the employer for a time period of less than four (4) hours, when the employee is not on duty, shall be compensated not less than four (4) hours, subject to the election of the method in which compensation is to be received, set forth within Section 1 of this Article except that the calculation of overtime for the four (4) hours of compensation for court appearances shall not be calculated at one and one-half times the employee's regular hourly rate. If the employee is making a court appearance for the employer, he shall be compensated at a rate of four (4) hours of straight-time pay or may elect to take compensatory time computed at the rate of four (4) hours straight-time pay to be taken in the future as approved. This shall be at a time disconnected from regular hours of work. At any court appearance lasting longer than four (4) hours in off duty status, the officer will be paid time and one half (1 1/2) for that court time that lasts longer than four (4) hours.

Section 7. An officer who agrees voluntarily to a change in the schedule shall not be entitled to overtime if the change creates an overtime situation which it normally would not have. When management chooses to rotate the work schedule, officers affected by the rotation, may choose to switch their schedule as posted with another officer, contingent upon there being agreement by the affected officers, and contingent upon the Chief of Police having prior knowledge of the agreement to switch and authorizing same to take place. There shall be no overtime offering during seasonal changes which affect daylight savings time.

Section 8. Overtime shall be calculated in increments of 15 minutes i.e.:

Zero to 15 minutes = 1/4 hour  
16 min. to 30 min. = 1/2 hour  
31 min. to 45 min. = 3/4 hour  
46 min. to 60 min. = 1 hour

## HOLIDAYS

### ARTICLE 19

Section 1. All full-time patrol officers shall receive the following holidays:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day (Observed)	Christmas Day
Independence Day	Columbus Day (Observed)
Martin Luther King's Birthday (Observed)	Labor Day
Easter	

Section 2. Employees scheduled off on stated holidays above shall be paid at their straight time rate of pay for eight (8) hours. Employees shall designate the days they wish to take off which shall be subject to the advance approval of the Chief.

Section 3. Full-time patrol officers who work on any of the stated holidays outlined above shall be paid at the rate of three (3) times their straight time rate of pay. The employee shall make an election as to the method of compensation consistent with the terms of Article 18, Section 2.

Section 4. Full Time Patrol Officers who are assigned to the investigative position and who work a regular work week from Monday through Friday with weekends off shall not be scheduled to work holidays, however when a vacancy is created which involves a patrol officer assigned to the uniform division, the vacancy shall be first offered to a patrol officer assigned to the investigative position on the basis of in-grade seniority. When a holiday falls on a Monday, Tuesday, Wednesday, Thursday or Friday the patrol officer assigned to the investigative position shall be scheduled off on that holiday and shall receive eight (8) hours pay. When the holiday falls on a Saturday or Sunday, the patrol officer assigned to the investigative position will be scheduled off during the same weekday the office is closed for administrative purposes and shall receive eight (8) hours pay for that day. When a holiday falls on a Monday, Tuesday, Wednesday, Thursday or Friday the patrol officer assigned to the investigative position shall be scheduled for thirty two (32) hours that week and shall receive eight (8) hours pay for the holiday for a total of forty (40) hours. When a holiday falls on a Saturday or Sunday, the patrol officer assigned to the investigative position shall be scheduled for thirty two (32) hours for that week and shall be scheduled off on the day the office is closed for administrative purposes and shall receive eight (8) hours pay for that day, for a total of forty (40) hours for the week. The Employer reserves the right to temporarily rescind this scheduling format when situations arise affecting the operational needs of the department.

## VACATIONS

### ARTICLE 20

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

<u>Length of Service</u>	<u>Weeks</u>
After one (1) year	One (1)
After two (2) year	Two (2)
After seven (7) years	Three (3)
After eleven (11) years	Four (4)
After seventeen (17) years	Five (5)

Section 2. Earned vacation shall be awarded on January 1st of each calendar year in accordance with the above schedule, provided the employee is employed by the Employer at that time.

Section 3. Vacation time earned pursuant to this Agreement shall be taken at a time approved of by the Chief of Police during the calendar year. Employees shall select vacation time based on seniority subject to the following procedure:

- There shall be two (2) available rounds for selecting vacation time. Round one will begin the second Monday in January and end when each employee has selected vacation time based on the following procedure: The most senior employee will select vacation time first and the process shall continue for each employee every other day except weekends and holidays until the employee list is exhausted. Round two will begin on the first Monday after Round one concludes and end on July 31. Once vacation time is selected in either round and approved it may not be bumped based on seniority at a later date.
- During round one, an employee may select all of his available vacation time. During round one, however, an employee may not request more than two (2) consecutive weeks of vacation unless extenuating circumstances exist. The Chief of Police shall determine if extenuating circumstances exist and his decision shall be binding and not subject to the grievance procedure contained herein. Vacation time that is not selected voluntarily by an employee during the required time line in each round will be assigned by the Chief of Police.
- An employee may withhold up to 50% of earned vacation time during round one. The vacation time that is withheld in round one must then be selected in round two no later than July 31. Employees with odd numbers of vacation weeks must round these weeks to the next highest week. (i.e an employee has five (5) weeks vacation, the employee must request three (3) weeks in round one and two (2) weeks in round two.)

- Vacation time which is unselected in round two prior to the cutoff date may be requested at any time subject to the advance approval of the Chief of Police.
- A vacation week is defined as Monday through Friday with the following Saturday and Sunday as off days. Full week's requests for vacation time shall have priority over single day requests.
- An employee may submit a request to change vacation time that has previously been selected and awarded to the Chief of Police for his review. The Chief of Police shall respond in a timely fashion. The decision of the Chief of Police shall be final and not subject to the grievance procedure outlined herein.
- A vacation schedule shall be posted and updated periodically.

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

Section 5. Any employee who is separated from employment and has unused vacation time shall receive pay for such vacation.

Section 6. All vacation time earned shall be taken in the calendar year. Additional vacation time earned during the calendar year shall be taken after the officer's anniversary date. Scheduled denied request for vacation time or vacations which are cancelled by the Chief and are unable to be taken by employee due to exigent circumstances may be carried over by employee into the following calendar year. In the event of a carryover, the carried over vacation must be scheduled in advance of the vacation time for the current calendar year.

Section 7. Full-time Patrol Officers leaving the employment of the Township during the calendar year shall have their accrued vacation pro-rated based on the percentage of the calendar year that has expired when said Officer leaves the Township's employment.

Section 8. The Poland Township Police Department vacation accrual policy, which was adopted on October 19, 1996, shall govern the awarding of vacation service credit for employees presently employed by the Poland Township Police Department on a part-time basis and those person(s) who shall become employed by the Poland Township Police Department on a part-time basis and who have a change in status from part-time to full-time employment and who make claim for vacation service credit as a result of part-time employment with the Poland Township Police Department. (See Article 38).

## SICK LEAVE

### ARTICLE 21

Section 1. Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to contagious disease communicable to other employees; or 3) serious illness, incapacitation, injury or death in the employee's immediate family.

Section 2. All full-time employees shall earn sick leave at the rate of one and one-fourth (1-1/4) days per month and such sick leave shall not accumulate more than two hundred (200) days or (1,600 hours). The scale for this benefit is as follows: Effective January 1, 2014, the accumulation rate shall be up to 1,400 hours for 2015, the accumulation shall be up to 1,500 hours, and for 2016, the accumulation shall be up to 1,600 hours. An employee shall not earn sick leave for any month unless he is in full pay status for at least twenty (20) work days during such monthly period.

Section 3. An employee who is to be absent on sick leave shall notify his superior or the officer in charge of such absence, at least one (1) hour before the start of his work shift the first day he is to be absent. If the absence involves a second or subsequent day(s) the employee shall give at least four (4) hours notice before the start of the work shift each day thereafter.

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

Section 5. An employee who transfers from this department to another department of the employer shall be allowed to transfer his accumulated sick leave to the new department.

Section 6. Upon separation from employment of a full-time employee who has 10 or more years of continuous service, the employee shall be paid a percentage of his accumulated but unused sick leave. The rate of pay shall be the employee's hourly rate at the time of separation. Commencing January 1, 2014, an employee shall be paid 33% of his accumulated but unused sick leave. However, no employee shall be paid for more than 57.75 days of accumulated but unused sick leave (i.e., 33% of 1,400 hours or up to a maximum of 462 hours). Commencing January 1, 2015, an employee shall be paid 36% of his accumulated but unused sick leave. However, no employee shall be paid for more than 67.5 days of accumulated but unused sick leave (i.e., 36% of 1,500 hours or up to a maximum of 540 hours). Commencing January 1, 2016, an employee shall be paid 40% of his accumulated but unused sick leave. However, no employee shall be paid for more than 80 days of accumulated but unused sick leave (i.e., 40% of 1,600 hours or up to a maximum of 640 hours). The total amount of accumulated but unused sick leave will be certified by the Chief of Police. Any employee who is owed money pursuant to this provision shall be paid within 2 weeks of his separation from employment.

Section 7. An employee eligible for cash payment pursuant to Section 6 above, may at his option elect to take an early retirement with the monetary value of such cash payment being applied towards said early retirement.

## PERSONAL LEAVE

### ARTICLE 22

Section 1. All full-time non-probationary patrol officers shall, in addition to all other leave benefits, be granted five (5) personal days per calendar year which are to be taken within the calendar year. The calendar year shall run from January 1 to December 31. The Employee shall have the option of selling back to the Employer at the Employee's regular rate of pay two (2) personal days if said personal days are not scheduled prior to October 31 of each calendar year. Payment shall be made in the first pay period after October 31 of each calendar year.

Section 2. Personal leave shall be taken with the advance approval of the Chief of Police or his designee. Requests for personal leave shall be honored in good faith excepting requests for personal leave, which affect the efficiency of operations. Up to eight (8) hours of personal leave may be taken in two (2) hour or four (4) hour segments and the remainder must be taken in eight (8) hour segments. The review and approval of personal leave in two (2) hour segments is a management right and not subject to the grievance and arbitration procedures contained herein.

Section 3. Probationary full-time patrol officers shall be granted personal days on a pro-rated basis based on their hire date in accordance with the following schedule:

<u>Hire Date</u>	<u>Number of Personal Days</u>
January 1 - March 9	5
March 10 - May 18	4
May 19 - July 27	3
July 28 - October 5	2
October 6 - December 14	1
December 15 - December 31	0

## FUNERAL LEAVE

### ARTICLE 23

Section 1: When death occurs in the immediate family of an employee, the employee may be granted funeral leave, on request, for up to three (3) working days with pay excluding Saturday and Sunday immediately following a death. When deaths occur in the extended family of an employee, the employee may be granted funeral leave, upon request, for one (1) day.

Section 2: Definition of Immediate Family: Immediate family shall be considered to be a spouse, parent, step-parent, brother, sister, child, mother-in-law, father-in-law, grandfather, grandmother, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, stepchild or legally adopted child.

Section 3: Definition of Extended Family: Extended family shall be considered to be the employee's grandparents-in-law.

Section 4: Arrangements for funeral leave are to be made with the employee's supervisors.

Section 5: Funeral leave shall not be deducted from an employee's accumulated sick leave if a death occurs in the immediate family of an employee. Funeral leave shall be deducted from an employee's accumulated sick leave if a death occurs in the extended family of an employee. Sick leave bonus shall not be impacted by funeral leave.

Section 6: The Township Trustees reserve the right to extend funeral leave at their discretion.

## INJURY LEAVE - INJURED ON DUTY

### ARTICLE 24

Section 1: When an employee of this bargaining unit is injured or disabled in the line of duty while actually working for the employer on regular assignment, the employee shall be eligible for paid leave for up to sixty (60) days. If at the end of this sixty (60) day period, the employee is still unable to return to regular or alternative duty assignment, the employer shall have the right to extend the paid leave for an indefinite period as determined by the employer. An employee who is injured in the line of duty shall be permitted to leave work immediately to receive medical treatment after proper notification is made to a shift supervisor or the officer in charge. The employee shall suffer no loss of that shift's pay as a result.

Section 2: Eligibility for paid injured on duty leave is determined by the following conditions that must be met by the employee. Failure to comply with the conditions outlined herein will result in a denial of IOD benefits. The employee when injured, or if incapacitated the employee's designee must:

a. Furnish the employer with pertinent information relative to the incident which shall include but not be limited to the following: Date, time, location of the occurrence, the identity of all witnesses and person(s) involved, the facts surrounding the injury, and any other information required by the employer to complete the investigation.

b. During the time frame associated with reviewing the employee's request for IOD benefits, the employee's health care provider shall prepare and submit a medical report or complete an attending physician's report form supplied by the employer, which must include the following information:

1. Diagnosis and current medical condition;
2. Medical treatment/testing performed to date;
3. Prescriptions/medications that have been prescribed that the employee is currently using;
4. Length of time the employee will be unable to perform the essential/critical functions and essential tasks associated with the position currently held when the injury occurred;
5. A prognosis for recovery; and
6. A statement as to what if any permanent condition will result.

c. If the employer does not agree with the medical documentation furnished by the employee's health care provider, the employer shall have the right to have the employee examined by a physician selected by and paid for by the employer. The employee agrees to sign the necessary medical authorization forms so that the physician selected by the employer can obtain pertinent medical records and test results. If there is a dispute between the two physicians a third physician to serve as a neutral shall be selected by the parties whose decision shall be binding on both parties. If the parties are unable to agree on a third physician to serve as a neutral the employer shall submit the names of five (5) physicians and the parties will choose one by alternate strike method.

d. The employer shall have the right to continue to pay the employee in regular pay status or require the employee to file a wage loss claim with the Ohio Bureau of Worker's Compensation hereinafter referred to as the Bureau and furnish the employer with a signed medical authorization form approved by the Bureau at any time the employee is on IOD. The intent of the parties in this application is to control the premium costs associated with the purchase of Worker's Compensation coverage, which are directly affected by loss experience and claim costs. In implementing the provisions of this agreement, as they relate to injured on duty payments, the parties agree to adhere to the administrative procedures established by the Ohio Bureau of Worker's Compensation currently set forth in Ohio Administrative Code, Section #4123:5-20. In the event the employer requires the employee to file a wage loss claim with the Bureau, the employer shall continue to pay the employee until such time as the employee begins to receive compensation from the Bureau. Any benefits that are due the employee or received by the employee while the employer is paying the employee shall be assigned or paid to the employer.

e. The employer reserves the right to have the employee submit to an independent medical examination by a physician selected by and paid for by the employer at any time the employee is received benefits under this Article.

Section 3: If an employee on injury leave is capable of performing alternative duty assignments that are available, the employer may require that employee to return from injury leave and perform such alternative duty assignment.

Section 4: An employee who is on IOD or Worker's Compensation status shall continue to receive full medical coverage provided by the employer for a time frame not to exceed eighteen (18) months from the date of the injury providing the employee is still gainfully employed by the employer. The employer shall not be required to provide medical coverage beyond this time frame.

Section 5: The employer shall retain all rights to initiate a civil action and/or disciplinary action in the event the Bureau disallows the employee's claim and/or the employee's claim is determined to be fraudulent in nature.

Section 6: Watches, up to a maximum of \$50.00 and glasses shall be repaired or replaced by the Township when damaged or destroyed in the line of duty. Dentures damaged or destroyed in the line of duty shall be repaired or replaced by the Township. However, the officer must file a claim with the Worker's Compensation Bureau and any payment received from Worker's Compensation shall be signed over to the Township.

## JURY DUTY

### ARTICLE 25

Section 1. Employees shall be granted jury duty leave during normal working hours provided that they are served with a lawfully issued subpoena for such duty and appear in court. The employer shall make a good faith effort to schedule the employee to work during a time period associated with the employee's appearance in court providing that the operational needs of the department are not adversely affected. Employees who are serving on jury duty and who are excused on any day after 1300 hours shall not be required to report back to work for the employer. Employees shall not be required to appear in uniform while appearing in court for jury duty. The employer shall be reimbursed for all compensation the employee receives while appearing for jury duty.

COMPENSATION

**ARTICLE 26** (Based on full-time service within Poland Township)

Section 1.

Effective for all employees hired after January 1, 2014, the hourly rate paid shall be as follows:

Hire to 6 months (Probationary)	\$ 16.00
6 months to one year (70%)	\$ 17.00
1 year plus to 2 years (75%)	\$ 18.21
2 years plus to 3 years (80%)	\$ 19.51
3 years plus to 4 years (90%)	\$ 21.90
4 years plus to 5 years (95%)	\$ 23.08
STARTING 5 years	\$ 24.84
STARTING 6 years	\$ 24.96
STARTING 7 years	\$ 25.06
STARTING 8 years	\$ 25.18
STARTING 9 years	\$ 25.29
STARTING 10 years	\$ 25.39

Effective January 1, 2014 for all employees hired before January 1, 2014, the hourly rate paid shall be as follows:

Hire to 6 months (Probationary)	\$ 17.00
6 months to one year (70%)	\$ 18.00
1 year plus to 2 years (75%)	\$ 19.21
2 years plus to 3 years (80%)	\$ 20.51
3 years plus to 4 years (90%)	\$ 22.90
4 years plus to 5 years (95%)	\$ 24.08
STARTING 5 years	\$ 25.84
STARTING 6 years	\$ 25.96
STARTING 7 years	\$ 26.06
STARTING 8 years	\$ 26.18
STARTING 9 years	\$ 26.29
STARTING 10 years	\$ 26.39

Section 2. The rate changes corresponding to the steps listed in Sections 1, 2, and 3 above will be made in the pay period immediately following the pay period which the Patrolman gains the required seniority or transfer.

Section 3. Effective as of the first pay period following the ratification of this Agreement, shift differential shall be paid pursuant to this Section to Patrol Officers with the Poland Township Police Department who work second shift (afternoons) or third shift (midnights). Shift differential will only be paid on the first shift worked and will not apply to overtime or shifts worked over. Shift differential will not be paid in addition to holiday pay. The payment of shift differential shall not be included when considering a Patrol Officer's base rate of pay. Shift differential shall be paid at the rate of \$.65 per hour for second shift worked and \$.75 per hour for third shift worked.

Section 4. OIC Pay: Any employee who is designated as the senior officer of a shift and performs such duties by being in charge of the work shift shall receive an additional fifty cents (\$.50) per hour over and above their regular hourly rate of pay for each hour worked during that shift where such duties are performed by the senior officer

UNIFORM ALLOWANCE

**ARTICLE 27**

Section 1. Effective January 1, of each calendar year, all Patrol Officers shall receive a uniform allowance pursuant to the schedule outlined below. This amount shall be divided in half with the first payment the first pay period after April 1 and the second payment the first pay period after September 1 of each calendar year of the current labor agreement. Payment shall be made by separate check.

Contract Year:	2014	2015	2016
Amount:	\$900.00	\$900.00	\$900.00

Section 2. Each full time patrol officer shall be issued a bulletproof vest and this vest shall be replaced as necessary pursuant to the manufacturer's recommendation. Each full-time patrol officer shall be issued a firearm should the full-time patrol officer choose to carry a departmental issued firearm. If the full-time patrol officer chooses not to carry the departmental issued firearm, the cost for furnishing the weapon shall be borne by the full-time patrol officer. Issued equipment as outlined above shall at all times remain the property of the employer.

Section 3. Full-time probationary patrol officers shall be issued the following by the employer.

1. Three (3) short sleeve uniform shirts.
2. Three (3) long sleeve uniform shirts.
3. Three (3) pair of uniform pants.
4. One (1)-breast badge.
5. One (1) set of collar brass.
6. One (1) bulletproof vest.
7. One (1) firearm. (Departmental owned and approved.) (If employee elects to carry a departmental issued firearm.) Issued equipment and clothing as outlined above shall during the probationary period remain the property of the employer.

## INSURANCE

### ARTICLE 28

Section 1: The Employer will continue to provide healthcare coverage for each full-time Patrol Officer for the term of the current labor agreement. The healthcare options offered by the Employer shall have benefits and coverage's comparable to the healthcare plan which the Employer provided in calendar year 2007. The Employer shall pay the full cost for healthcare coverage provided to each full-time Patrol Officer. The employer shall continue to provide the same or equal medical insurance during the life of this Agreement.

Section 2: Any Employee who elects not to accept the healthcare coverage that is offered by the Employer may elect in writing to opt out of the healthcare coverage and instead receive payment based on the following:

- \$208.33 per month for opting out of healthcare coverage for any plan other than a single rate plan, or
- \$125.00 per month for opting out of healthcare coverage for any single plan.

Any Employee who accepts either option outlined above by the Employer must demonstrate that the Employee has obtained healthcare coverage from another insurance carrier and the Employee shall maintain this coverage each month for this option to be continued.

The Employee shall execute a coverage declination and certification form prior to the time this option is approved by the Employer and shall co-operate fully with the Employer in the verification process. The Employee shall be paid by separate check on the first pay period of each month.

Section 3: The Employer will provide Group Life Insurance to each Employee for each calendar year of the current labor agreement. The policy of insurance shall have a face value of Twenty Five Thousand Dollars (\$25,000.00) with double indemnity for accidental death and the Employer shall pay the full cost of the premium for Group Life Insurance for each Employee.

Section 4: The Employer shall have the option of selecting the insurance carrier(s) to provide all insurance coverage outlined in this Article. In the interest of good labor management relations, the parties agree to create a Labor Management Committee consisting of no more than two (2) members of this bargaining unit and no more than (2) members representing the Employer. The parties shall meet as necessary to discuss matters pertinent to this Article.

Section 5. Commencing January 1, 2011 Employees shall be responsible for the payment of a \$100.00 deductible payment prior to the commencement of Vision and Dental Insurance coverage. The sum of \$8.34 shall be deducted from each Employee's pay on a monthly basis to cover this deductible.

## MISCELLANEOUS

### ARTICLE 29

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

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

Section 3. Paychecks will be issued no later than every other Thursday. Paychecks shall be cashed within ninety (90) days after issuance unless an extension is granted by the Township Clerk.

Section 4. The FOP will be allowed one (1) locked bulletin board for official FOP notices.

Section 5. Full-time Patrol Officers shall be permitted to maintain a residence anywhere in the State of Ohio within adjacent counties of Mahoning County.

Section 6. Any changes in uniform and/or equipment required by the Employer shall be provided by the Employer at its expense.

Section 7. The Chief shall have the right to approve all weapons for duty use in accordance with recommendations from the Weapons Instructor. This recommendation shall include caliber and action. In the event the Employer changes the required weapon, said weapon shall be furnished according to Section 6 above including all necessary ammunition and leather (i.e. holster and magazine pouches). Any full-time patrol officer who retires with a minimum of fifteen (15) years full-time service with the Employer shall have the option to be exercised within thirty (30) days after retirement or suffering a job abolishment to purchase their issued duty weapon and magazines from the Employer for one dollar (\$1.00).

Section 8. The Chief of Police shall formulate a training policy to strengthen and uphold the level of professionalism within the Poland Township Police Department.

Section 9. Training will be provided to all officers as determined by the Chief of Police or his designee. Training shall be subject to available monies allocated for this purpose.

Section 10. Officers shall be responsible for attending training sessions that are deemed necessary by the Chief of Police or his designee.

Section 11. No officer shall be eligible to claim overtime compensation while voluntarily attending any training seminar, training session, or training school.

Section 12. Compensation for travel time to and from a training site will be straight time. The officer shall take the appropriate number of hours off required for travel to and from the training site. The appropriate number of hours will be deducted from scheduled work shifts on the work schedule associated with the training at a time mutually agreed upon by the officer and the Chief of Police or his designee. These hours required for travel to and from the training site must be in addition to an eight (8) hour work day or forty (40) hour work week.

## SENIORITY

### ARTICLE 30

Section 1. Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the one (1) year probationary period, at which time such employment will be counted as part of his total length of continuous employment.

Section 2. An employee's seniority shall be terminated when one or more of the following occur:

- a. He resigns;
- b. He is discharged for just cause;
- c. He is laid-off for a period of time exceeding eighteen (24) months;
- d. He retires;
- e. He refuses recall or fails to report to work within ten (10) working days from the date the Employer sends the employee a recall notice.

Section 3. An employee's in-grade seniority shall be interpreted as the date he assumed the patrolman classification full-time. An employee who is promoted shall have no seniority in his/her new position until he/she successfully completes the probationary period. Upon successful completion of the probationary period in-grade seniority will be calculated from the beginning of the probationary period. If an employee who previously had served in the Patrolman rank, and was promoted, is returned to the Patrolman rank his/her date of in-grade seniority shall be the date he/she assumed the Patrolman rank. The period of time served in the higher grade shall not be deemed an interruption of service in the Patrolman grade.

Section 4. Current bargaining unit members' in-grade seniority and their respective vacation seniority dates listed in Article 38.

Section 5. When one or more full-time patrol officers are hired on the same day, former part-time patrol officers employed with Poland Township shall have seniority over other full-time patrol officers hired on that date and for a subsequent period of 30 days.

## LAYOFFS

### **ARTICLE 31**

Section 1. Members of the bargaining unit may be laid off or suffer a job abolishment only for lack of work or lack of funds.

Section 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 3. A member of the bargaining unit who is laid off shall be subject to recall from lay off for a period of twenty four (24) months.

Section 4. A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

Section 5. Before any full-time patrol officer may be laid off, all auxiliary patrol officers will be laid off first followed by all casual patrol officers and civilian employees, if any.

## CANINE UNIT

### ARTICLE 32

Section 1: It is the intent of this provision to provide full compensation as required by the Fair Labor Standards Act to those employees of the bargaining unit who are responsible for the care, feeding, exercising, boarding, and training of a dog owned by the employer. Further it is the intention of this provision to outline responsibilities of the employer and the canine handler. The employer shall compensate the canine handler eight (8) hours pay per month at the regular hourly rate for the care, feeding, exercising, boarding, and veterinary examinations that is required for the dog. The Employer agrees to provide the costs associated with the initial training of the canine handler and the canine and any mandatory certification or re-certification for the canine handler or the canine. Canine handlers shall be afforded the opportunity to attend two (2) eight (8) hour shifts per month for the purpose of training providing the training is scheduled and the canine handler and/or canine are available to attend the training. The Employer shall have the right to schedule the canine handler off for this training or the Employer shall have the right to schedule training as overtime. The Employer and union agree that mandated training is a requirement for a successful canine program.

Section 2: The employer shall assign a patrol vehicle to a canine handler to be used for the following:

- a. To and from the employee's residence and duty station;
- b. To and from training sites;
- c. To and from all veterinary appointments;
- d. To and from all call out assignments, and
- e. To and from any other duty related assignment not outlined above.

It is further agreed that personal use of a vehicle assigned to a canine handler in an off-duty application is prohibited and the vehicle may only be used when the canine handler is involved in a duty related function.

Section 3. The employer agrees to the following responsibilities:

- a. To purchase and furnish the necessary type and amount of food needed to maintain a healthy dog;
- b. To pay any and all necessary medical and veterinary expenses for the dog;
- c. To provide the initial training of the canine handler and the dog and any mandated certification and re-certification of the canine handler or the dog;
- d. To pay for the housing of the dog in the event the canine handler goes on vacation out of town in accordance with the employee's vacation time;
- e. If the dog has been judged by the employer to be unfit for continued police service, the canine handler shall have the first right of refusal to purchase the dog for one dollar (\$1.00). This provision shall be effective after at least one year of completed service by the canine handler.

- f. To purchase and install a kennel, fence, or other item to be installed and kept at the canine handler's residence for the purpose of housing the canine. The parties agree that the kennel, fence, or other item shall remain the property of the Employer.
- g. To pay for a one-time purchase on a reimbursement basis of one (1) duty related uniform as mandated and required by the Employer.

Section 4. The canine handler agrees to the following responsibilities:

- a. To house the dog at the employee's residence;
- b. To be responsible for the health, safety, and supervision of the dog both on and off duty;
- c. To maintain the dog by keeping regularly scheduled veterinary visits, daily grooming and upkeep, and bathing of the dog;
- d. Clean and properly maintain the vehicle assigned to the canine handler and to disinfect the interior when so required;
- e. Any employee selected as a canine handler agrees to remain employed by this employer for a minimum of five (5) years after the date of selection as a canine handler. Employees assigned as a canine handler agree that if they voluntarily leave employment of this employer with the exception of disability separation or decide that they no longer wish to be a canine handler prior to the end of the five (5) year period, the canine handler will be held financially liable for the cost of the dog based on a pro-rated formula. The formula will be computed in the following manner. The cost of the dog and the initial training would be added and then divided by 60 to equal five (5) years. If the canine handler leaves the program early, then the number of months remaining from the 60-month commitment would be multiplied by the cost per month. i/e Cost of the dog = \$6,500.00 and initial training costs = \$500.00. The total cost would be \$7,000.00 divided by 60 = \$116.66 per month for every month left on the five year commitment. The employee would be exempt from this condition if the dog can be satisfactorily retrained to be used by another officer.

## SAVINGS CLAUSE

### ARTICLE 33

Section 1. In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the FOP will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

**SUCCESSOR AGREEMENT**

**ARTICLE 34**

Section 1. If during the term of this Agreement the Poland Township Police Department is merged with the Police Department of Poland Village the wages, hours and terms and conditions of employment specified in this Agreement shall continue to apply to the members of the bargaining unit specified in Article 3 (RECOGNITION) of this Agreement.

## DURATION OF AGREEMENT

### **ARTICLE 35**

Section 1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the FOP and except as otherwise noted herein shall become effective as of January 1, 2014, and shall remain in full force and effect until December 31, 2016. All benefits conferred hereunder shall be retroactive to the effective date of this contract, unless otherwise stated herein.

## PERSONNEL FILES

### ARTICLE 36

Section 1: The contents of personnel records shall be made available to the employee for inspection and review at any reasonable time during the regular administrative business hours of the Employer. At his request, an employee shall be provided with one copy of any document placed in the employee's file.

Section 2: If an employee disagrees with any information contained within the employee's personnel file, the employee may address correspondence to the Chief of Police explaining the employee's position. The Chief of Police shall attach the correspondence to the information in question, which shall become a permanent part of the employee's personnel file. The Chief of Police shall remove correspondence from the file when an investigation reveals the correspondence to be inaccurate.

Section 3: The Employer shall comply with the State law when a public records request is made to review an employee's personnel file and copy any material contained within.

Section 4: The Employer shall establish a Schedule of Records Retention and Disposition in compliance with the State law. Contents of the employee's personnel file that are purged shall not be destroyed, transferred, or otherwise disposed of in violation of this schedule.

Section 5: The Employer shall notify the employee if the employee is on duty or a union representative in the employee's absence when a public records request is made to review or obtain any material contained within an employee's personnel file.

Section 6: An Employee shall be afforded the opportunity to voluntarily enter in the employee's personnel file favorable information that is job related not so previously included, which shall include but not be limited to the following:

- a. Departmental award(s);
- b. Certificate(s) of commendation;
- c. Letter(s) of recognition; and
- d. Letter(s) from citizens commending an employee.

Section 7: Pre-employment polygraphs and voice stress analyzer tests shall be removed from the employee's personnel file after the employee satisfactorily completes his probationary period.

Section 8: Letters of reprimands, notes, demotions, or actions which result in the actual loss of money and that are older than two (2) years old, from the date of any alleged incident shall not be used against any employee for the purposes of future discipline, unless a pattern of similar policy violations occur more than one (1) time in the two (2) year period.

## VACATION ACCRUAL POLICY

### ARTICLE 37

This vacation accrual policy shall be applicable to employees presently employed on a part time basis and those person(s) who shall become enrolled on a part-time basis by the Poland Township Police District who have a change in status from part-time employment to full-time employment and who make claim for vacation service credit as a result of part-time employment with the Poland Township Police District.

1. A part-time employee who is promoted from part-time status to full-time status may recover vacation credit for a period of time occurring from the date of request backward for a period of six (6) years. The request for vacation credit must be submitted to the Chief of Police and the request must be dated and signed by the employee.
2. The Poland Township Police District shall only recognize part-time employment with the Poland Township Police District. Part-time employment with any other political subdivision shall not be recognized. Service as an auxiliary or reserve lice officer with the Poland Township Police District or any other political subdivision shall not be honored for the purpose of calculating vacation service credit.
3. Vacation service credit shall be calculated on the basis of the following formula and all employment dates and hours worked shall be certified by the Poland Township Clerk.

0-416 hours worked in a calendar year = 1/5 year of service.  
416-832 hours worked in a calendar year = 2/5 year of service.  
832-1248 hours worked in a calendar year = 3/5 year of service.  
1248-1664 hours worked in a calendar year = 4/5 year of service.  
1664-2080 hours worked in a calendar year = 1 year of service.

**SENIORITY DATES**

**ARTICLE 38**

Poland Township Police Department Seniority Dates for Current Bargaining Unit Members:

Name	Date of Full-time Employment	In-Grade
Ptl. Thomas Johnson	11/05/95	1989
Ptl. Gerald Velasquez	06/12/96	1990
Ptl Dennis Schweers	06/12/96	06/12/96
Ptl. Greg Wilson	05/25/98	07/25/97
Ptl Julie Henderson	10/25/99	07/25/99
Ptl. Frank DeMain III	04/29/02	02/28/02
Ptl. James Jackson	01/01/05	02/01/04
Ptl. Steven Kent	03/25/13	08/25/11
Ptl. Brian McCrea	11/18/13	06/18/11

## DRUG & ALCOHOL SCREENING PROGRAM

### ARTICLE 39

PURPOSE: The Poland Township Police Department has a legal responsibility and management obligation to ensure a safe work environment and efficient workplace, as well as a paramount interest in protecting the public by ensuring that its employees have the physical stamina and emotional stability to perform their assigned duties. Substance abuse poses a direct threat to the welfare of fellow employees and can have an adverse effect on job performance, create dangerous conditions and serves to undermine the public's confidence in the integrity of our organization. A requirement for employment and continued employment must be an employee who is free from drug and alcohol dependence, illegal drug or alcohol use, and drug or alcohol abuse. The police department and its employees may be exposed to civil liability if we fail to address and ensure that employees can perform their assigned duties without endangering themselves or the public. There is sufficient evidence to conclude that the use of illegal drugs, the misuse of any drug or alcohol, or drug or alcohol dependence, seriously impairs an employee's performance and general physical and mental health. The illegal possession and use of drugs or illegal use of alcohol by law enforcement employees constitutes criminal conduct and is clearly unacceptable.

### POLICY STATEMENT:

The Poland Township Police Department and members of this bargaining unit are committed to the principles of prevention and rehabilitation to assist employees in complying with the goal of a fit and drug and alcohol free law enforcement agency. This Drug/Alcohol Screening Program (DASP) and the Township's Employee Assistance Program (TEAP) will be implemented and utilized to achieve the goals of prevention and rehabilitation. Since the success of rehabilitation is to a large extent dependent upon an employee's desire and commitment to achieve rehabilitation, the employee has the primary responsibility of resolving drug/alcohol problems and their attendant effects on safety and work performance. Employees who have a drug and/or alcohol problem are initially encouraged to seek counseling and treatment by utilizing the Township's Employee Assistance Program. Our policy concerning drug and alcohol use and abuse is as follows:

- This law enforcement agency will not hire any person who is known to currently abuse drugs and/or alcohol.
- This law enforcement agency will educate and inform its employees about the health consequences of drug and alcohol abuse.
- Law enforcement employees shall report to work in a fit condition to perform their assigned duties. An employee who is under the influence of drugs and/or alcohol constitutes unacceptable behavior.
- Law enforcement employees will not be terminated for voluntarily seeking assistance for a continuing substance abuse problem; however continued substance abuse which affects job performance, attendance, or behavioral problems may result in termination.

- Any law enforcement employee while in on or off duty status, is prohibited from purchasing, transferring, using, or possessing illegal drugs or using prescription drugs or alcohol in any way that is illegal.
- Any law enforcement employee on physician-prescribed medication that may impair their normal functioning must provide a physician's release that documents any restrictions to a designated law enforcement employee prior to performing their regular job.
- Employees who are arrested for off-the-job drug and/or alcohol involvement may be considered to be in violation of this policy. When available evidence warrants, this law enforcement agency will bring matters of illegal drug or alcohol abuse to the attention of appropriate law enforcement authorities. If an employee of this law enforcement agency is arrested and/or indicted on a felony charge involving drugs and/or alcohol, the employee shall immediately be placed on leave of absence without pay by written order of the Chief of Police and a post-suspension hearing shall be scheduled with the Board of Trustees within five (5) days from the date the employee is placed on leave of absence. The Board of Trustees shall render a decision in writing within three (3) days of the post-suspension hearing. If the employee is found not guilty of the charges and is found not to have violated any departmental regulations in any related administrative proceeding, the employee shall be made whole for any back pay. For purposes of this provision, if the indictment and/or criminal charges are dropped, this shall not preclude the employer from pursuing administrative charges. Employees who are unable to work as a result of this section shall not be permitted to work off duty jobs where any of the powers of a law enforcement officer are utilized.

DEFINITIONS:

- "Employee": Means any person employed by the Poland Township Police Department.
- "Township's Employee Assistance Program" (TEAP): means the employee assistance program authorized by Poland Township.
- "Collection Contractor": means the entity approved by the employer that is authorized to provide drug and alcohol testing services.
- "Medical Review Officer": means the physician mutually agreed to by the employer and this bargaining unit whose primary responsibility is to review and interpret positive test results obtained through this screening program.
- "Alcohol": means ethyl alcohol or ethanol.
- "Illegal Drug": means any controlled substance as defined in Ohio Revised Code Section #3719.01 (D), the sale or possession of which is prohibited by law.
- "Illegal Drug Usage": includes the use of cannabis sativa or any other controlled substance, which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.
- "Legal Drug": means any substance the possession or sale of which is not prohibited by law, (i/e: prescription drugs, over the counter drugs, etc.) which contain any substance set forth in this document.
- "Reasonable Suspicion": means objective facts or specific circumstances, which are found to exist, including inferences from those facts and circumstances, which present a reasonable basis to believe and employee is using or abusing illegal drugs and/or alcohol.

- "Voluntary Submission" means the "free will" any employee may exercise in choosing or deciding not to participate to being tested.
- "Random": Refers to all employees being exposed to a "lottery system" of selection with no criteria being used for such process.
- "Computerized Random Selection": means the uncontrolled system of selection resulting from a computerized program.
- "Positive": Refers to the analysis of the specimen collected which indicates the presence of a controlled substance or alcohol pursuant to the standards set forth in this policy.
- "On Duty-Status": means an employee is working a scheduled shift or performing any law enforcement function related to his or his employment.

BASIS FOR SCREENING:

Law enforcement employees may be screened/tested for illegal drug/alcohol usage under any of the following conditions:

1. When an employee's behavior creates a "reasonable suspicion" of drug/alcohol use. The following is a non-exclusive list of factors that may give rise to reasonable suspicion of substance abuse. The listing of these factors is not intended to exclude other factors or circumstances which give rise to reasonable suspicion of substance abuse.

- Direct observation of drug/alcohol use.
- Possession of drugs or related drug paraphernalia outside the scope of employment.
- An employee's admission of drug use, drug possession, or alcohol abuse.
- Symptoms of substance abuse to include but not be limited to slurred speech, impaired loss of motor functions, disturbance in gait, the bouquet of an alcohol beverage about the breath.
- Any tampering with this screening process.
- Any arrest for any drug related criminal offense, alcohol related criminal offense, or the filing of any drug or alcohol related criminal charge against the employee.
- An employee is involved in a motor vehicle accident in on-duty status or while operating a motor vehicle owned by the employer during any time frame and which motor vehicle accident involves bodily injury to an occupant of any involved motor vehicle, which requires medical attention and/or property damage to any involved motor vehicle in a combined aggregate, which exceeds \$400.00.
- An employee is seriously injured or killed while in on-duty status or causes another person to be seriously injured or killed while the employee is in on- duty status.

2. All applicants must have a negative "pre-employment" test result.

3. "Post-accident" - An employee is involved in a motor vehicle accident in on-duty status or while operating a motor vehicle owned by the employer during any time frame and which motor vehicle involves bodily injury to an occupant of any involved motor vehicle, which requires medical attention and/or property damage to any involved vehicle in a combined aggregate which exceeds \$400.00.

- An employee is seriously injured or killed while in on-duty status or causes another person to be seriously injured or killed while the employee is in on-duty status.

4. "Random" When an employee is assigned to fill any of the positions outlined below, the employee shall be tested randomly once per year. The Chief of Police shall determine which employees fall into these positions.

- An employee assigned to the evidence room or an employee who has access to the evidence room.
- An employee assigned to narcotics investigations or narcotics education programs to include D.A.R.E.

5. "Follow-up" Whenever an employee returns to duty after participating in a substance rehabilitation program regardless of the duration of such absence. An employee who falls into this category shall be required to undergo a minimum of twelve (12) substance abuse tests within a two (2) year period starting with the date the employee returns to duty.

- Whenever an employee returns to duty after testing positive for alcohol in on-duty status. An employee who falls into this category shall be required to undergo testing as outlined in the section of this policy titled: EVALUATION PROCESS ALCOHOL

6. When an employee is promoted. Any "promotion" will be contingent upon the absence of a positive test result.

#### DECISION TO SCREEN FOR CAUSE:

A supervisor or the Chief of Police who has a reasonable suspicion of employee substance abuse will immediately relieve the employee from his or her assigned duties. If the Chief of Police does not have knowledge that an employee is being relieved from his or her duties he shall be notified immediately. Under no circumstances shall an employee relieved from duty be permitted to operate a motor vehicle, possess a firearm, or operate equipment or machinery. The supervisor, Chief of Police, or his designee shall prepare a report setting forth the facts and circumstances which were relied upon in making this decision. If the Chief of Police or his designee determines that an employee must participate in the screening process the employee shall consider this to be a direct order. Once the employee is notified of this decision the employee shall be transported to the screening location by a supervisor or the Chief of Police and this employee shall remain under observation to ensure the integrity of the screening process. The employee shall be provided transportation home after the screening process. The employee shall remain on leave with pay until the test results are reported to the Chief of Police. If the test results are negative, the Chief of Police or his designee will inform the employee of the date the employee is to return to work.

#### SCREENING PROCESS:

##### 1. Sample Collection:

- Specimen collection will occur in a non-monitored medical setting and the procedure shall not demean, embarrass, or cause physical discomfort to the employee.
- Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

- The employee who is designated to give a sample must be able to be positively identified by means of his/her Poland Township Police Department photo identification card or other government issued photo identification card.
- After collection the sample will be split into two containers and will be sealed. A chain of custody form will be completed and the employee will be asked to confirm the information contained on the sample containers and the chain of custody form by signing this form.

2. If an employee participates in this drug and alcohol screening process and time associated with this participation is in excess of forty (40) hours in one week or eight (8) hours in one day, the employee shall be compensated pursuant to the overtime provisions contained within this labor agreement.

TESTING METHODOLOGY:

The medical provider selected by the employer to conduct the analysis must be experienced, and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing or processing phase shall consist of a two-step procedure:

1. Initial Screening Step, and
2. Confirmation Step.

The urine sample is first tested using a screening procedure. A specimen testing positive will undergo a confirmatory gas chromatography/mass spectrometry (GS/MS) test. An initial positive report will not be considered positive, rather it will be classified as confirmation pending. When a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample, which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable, trained medical scientific personnel prior to being reported to the Medical Review Officer. All test results shall be treated with the same confidentiality as other employee medical records and will be disclosed only to those administrative personnel involved in the screening, rehabilitation, or disciplinary process.

SCREENING STANDARDS/DRUGS:

The only substances to be tested for, and the threshold substance levels that shall be considered a positive test result are as follows:

DRUG LEVEL	INITIAL SCREEN LEVEL	CONFIRMATION
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	300 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

Opiates	2000	ng/ml	2000	ng/ml
Phencyclidine (PCP)	25	ng/ml	25	ng/ml
Propoxyphene	300	ng/ml	300	ng/ml

SCREENING STANDARDS/ALCOHOL:

The employee shall be checked for alcohol use by recognized accepted testing methods. There shall be a zero tolerance level for alcohol in on-duty status and the parameters shall be the same as those utilized in Department of Transportation (DOT) alcohol testing as described in 49 CFR, parts 40 and 382.

SCREENING RESULTS/DRUGS:

If the screen results are negative, the results will be reported in writing to the Medical Review Officer and the sample will be discarded. If the results of the first screen are positive, the Medical Provider will immediately conduct a second screening using a different methodology on a different portion of the original sample. The Medical Provider will report the confirmation screen results, whether positive or negative, to the Medical Review Officer. Any adulterated sample or samples otherwise tampered with may be treated for disciplinary purposes as a positive result. If a sample is "flagged" by the Medical Provider because the sample is not consistent with recognized specimens, the MRO will be notified. Upon notification, the employee will be required to provide another sample in a monitored setting. This employee shall provide another sample when ordered to by the Chief of Police. If the confirmation screen results are positive, employees may request an additional screening, beyond the confirmation screening, by any NIDA approved alternate laboratory. Employees will be responsible for the cost of any additional screenings. For chain of custody purposes, the sample will be transferred directly from the Medical Provider to the alternate laboratory by the Medical Provider and the alternate laboratory will complete the Chain of Custody form. If the confirmation screen results are positive, the Medical Provider will retain the sample for at least one (1) year to allow for additional screenings and employee appeals.

TESTING RESULTS/ALCOHOL:

Negative test results are those below 0.020 mg%. A result between 0.020 and 0.039 mg% will require that the employee be off duty for a 24 hour period, but will not be considered positive. If a positive screen is obtained and a confirmatory positive result, at or above 0.040 mg%, is found, the Breath Alcohol Technician shall notify the Chief of Police or a supervisor immediately. The results of all alcohol testing shall be documents, providing time, date, and results as well as the identification of the testing methods or equipment used. The Chief of Police or supervisor will immediately relieve the employee from his or her assigned duties in all circumstances where the results are at or above 0.020 mg%. Under no circumstances will the employee be permitted to operate a motor vehicle, possess a firearm, or operate equipment or machinery. Once an employee is relieved from duty he/she shall remain at the testing site until released by the Chief of Police or a supervisor and then be provided transportation home. The employee in question shall remain in off-duty status for the remainder of their assigned shift and the amount of time lost as a result will be deducted from their accumulated sick leave.

### EVALUATION PROCESS/ALCOHOL:

After an employee has been relieved from duty for testing positive in on-duty status the employee shall be required to be re-tested prior to returning to duty. At least one hour prior to returning to duty the employee shall return to the testing site on their own time and be re-tested. If the retest is negative the employee will return to duty. The employee in this instance shall be subjected to a series of six (6) mandatory random alcohol screenings during the following twelve (12) month period. If the retest is positive and confirmed, the employee shall remain in off-duty status and be referred to the TEAP for assessment and evaluation. The employee shall not return to active duty until cleared by a person qualified to assess and evaluate the employee. The employee shall be re-tested based on the recommendation of the person who conducts the assessment and evaluation. This person shall determine the number of re-tests and the time period for these re-tests, except that the employee shall be subjected to at least six (6) mandatory random follow-up alcohol screenings during the twelve (12) month period. If any follow-up test is confirmed positive, the employee shall be removed from duty and may be subject to disciplinary action. Time lost when an employee is removed from duty shall be deducted from their accumulated sick leave.

### ROLE OF THE MEDICAL REVIEW OFFICER:

The medical review officer (MRO) shall be a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO's primary responsibility is the review and interpret positive test results obtained through the screening process. If any question arises as to the accuracy or validity of a positive test result, the MRO shall, in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed. The MRO then makes a determination as to whether the result is scientifically sufficient to take further action. If records from collection sites or laboratories raise doubts about the handling of samples, the MRO may deem the urinary evidence insufficient and no further actions relative to individual employees would occur. The MRO must also access and determine whether alternate medical explanations could account for any positive test result. In reviewing the laboratory results, the MRO may conduct a medical interview with the affected employee, review the employee's medical history, or review any other relevant biomedical factors. The MRO may perform limited physical examinations, seeking, for example, needle tracks, in determining whether clinical signs of drug abuse are present. The MRO must ultimately determine whether some reason other than illegal drug use explains a drug positive urine. If the MRO verifies illegal drug use, the information related to the use of illegal drugs will be disclosed to the Chief of Police or his designee. Any medical information provided to the MRO that is not specifically related to the use of illegal drugs will be treated as confidential and not disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory findings, no information identifying the specific employee will be disclosed and the test results will be reported as negative.

### DISCIPLINARY ACTION:

1. Law enforcement employees who are found to be using illegal drug(s) may be subject to the disciplinary procedure as outlined in this contract.

2. Law enforcement employees who are found to be abusing legally prescribed drug(s) and/or alcohol shall be allowed to enter a substance abuse rehabilitation program and may be subject to the disciplinary procedure as outlined in this contract.
3. Refusing to submit to a screening process, or adulteration of, or switching a urine sample may also be grounds for disciplinary action.
4. Law enforcement employees who are referred to a TEAP and who continue to abuse alcohol may be subject to the disciplinary procedure as outlined in this contract.

#### TOWNSHIP EMPLOYEE ASSISTANCE PROGRAM:

An employee who may be a drug and/or alcohol dependent person is encouraged to voluntarily seek professional assistance through a treatment program. Any self-referral shall be kept confidential to the extent provided by the TEAP's policies and procedures. Voluntary assistance should be sought BEFORE the drug/alcohol abuse affects the job performance or endangers fellow employees or members of the public. Although rehabilitation is the principal mechanism relied upon to reach the goal of the TEAP, rehabilitation is considered secondary to the primary goal of ensuring safety. The Chief of Police will, therefore, recommend referral to the TEAP only when the particular circumstances of an employee's case indicate that treatment will be both therapeutic, and a reasonable alternative to facilitating the goal of this program. If the Chief of Police or his designee refers an employee to the TEAP, such referral shall be considered a direct order. The employee shall provide the Chief of Police or his designee with such medical authorization so that reports may be requested and reviewed by the Chief of Police or his designee. Participation in the TEAP will not necessarily preclude disciplinary action with respect to any violations of the law or work rules and regulations. An employee shall not be compensated for his or her time as a participant in the TEAP. When an employee is unable to work due to his/her participation in a TEAP the employee must use available sick leave and if all sick leave is exhausted the employee may then use vacation time or personal leave.

#### EMPLOYEE EDUCATION:

All law enforcement employees shall be informed of his drug and alcohol screening program and the Township Employee Assistance Program. This shall include but not be limited to the following:

- Information regarding the impact of the use of drugs and alcohol on job performance will be provided.
- The methodology of the screening process will be provided.
- Under what circumstances the drug and alcohol screening will be done and the types of substances to be screened as well as the consequences.
- All new employees will be provided with this information prior to being hired.
- No employee shall be subject to this program until this information is provided and there shall be a ninety (90) day grace period prior to implementation. Probationary employees as a condition of continued employment shall be subject to this program.

EMPLOYER'S RESPONSIBILITIES:

All costs associated with the drug and/or alcohol screening program shall be paid for by the employer with the exception of drug and/or alcohol screening from an independent laboratory which is requested by an employee. Transportation costs incurred when an employee is relieved from duty shall be borne by the employer. The employer shall review its health benefits package for the purpose of determining adequacy of coverage for alcohol and drug abuse problems.

## OPOTA CERTIFICATION ALLOWANCE

### **ARTICLE 40**

All Bargaining Unit Members who maintain all State required certifications as set forth by the Ohio Peace Officers Training Council shall be paid the following annual stipend. For year 2014 \$350.00, for year 2015 \$350.00, and for year 2016 \$350.00. Said stipend shall be paid in a separate check from regular payroll and be paid with the first pay period in December of each year of this agreement.

**ADDENDUM-RETROACTIVITY**

**ARTICLE 41**

Except as otherwise stated herein, the Employer and the FOP agree that all terms and conditions conferred herein shall be retroactive to January 1, 2014.

EXECUTION

ARTICLE 42

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 23 day of April, 2014.

FOR THE UNION:

  
PTL. FRANK DEMAIN

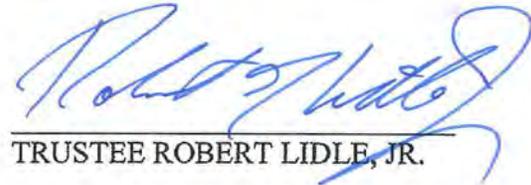
  
PTL. JR JACKSON

  
OTTO J. HOLM, JR.,  
STAFF REPRESENTATIVE  
FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

FOR THE EMPLOYER:

  
TRUSTEE ERIC UNGARO

  
TRUSTEE JOANNE WOLLET

  
TRUSTEE ROBERT LIDLE, JR.

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.,  
EMPLOYEE ORGANIZATION,

and,

POLAND TOWNSHIP TRUSTEES,  
EMPLOYER.

}  
} Case No(s): 13-MED-09-1175  
} (Patrol Officers)  
}  
}  
}  
}  
}  
}

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files the Collective Bargaining Agreement executed between the parties in the above captioned case(s). The Contract Data Summary Sheet will be forthcoming.

Respectfully Submitted,



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

cc: Mr. Jim Scharville, [polandadmin@zominternet.net](mailto:polandadmin@zominternet.net)