COLLECTIVE BARGAINING AGREEMENT

07-27-15
13-MED-11-1507
2298-03
K32358

BETWEEN THE

BATH TOWNSHIP TRUSTEES

AND

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

(PATROL OFFICERS)

EFFECTIVE: January 1, 2015
EXPIRES: December 31, 2017

AS PREPARED BY:

CHARLES L. WILSON
Senior Staff Representative
FOP/Ohio Labor Council, Inc.
2721 Manchester Road
Akron, OH 44319-1020
1-888-367-6524

Table Of Contents

Preamble/Purpose 1
Article 1 Recognition 1
Article 2 Management Rights 1
Article 3 Non-Discrimination 2
Article 4 Payroll Dues Deductions 3
Article 5 Fair Share Fee 4
Article 6 Work Rules 4
Article 7 No Strike/No Lockout 5
Article 8 Labor Management Meetings 5
Article 9 Probationary Periods 6
Article 10 Seniority 6
Article 11 Layoff and Recall 7
Article 12 Disciplinary Action 7
Article 13 Grievance and Arbitration Procedure 9
Article 14 Union Bulletin Boards 12
Article 15 Shift Assignment 12
Article 16 Hours Of Work and Overtime 13
Article 17 Court Time and Call-In 15
Article 18 Wages and Other Compensation 15
Article 19 Shift Differential 17
Article 20 Uniform Allowance 17
Article 21 Insurance 18
Article 22 Vacation 19
Article 23 Holidays 20
Article 24 Sick Leave 21
Article 25 Bereavement Leave 23
Article 26 Injured Leave/Transitional Work 24
Article 27 Military Leave 25
Article 28 Leave of Absence Without Pay 25
Article 29 Family and Medical Leave 25
Article 30 Drug and Alcohol Abuse and Screening 26
Article 31 Waiver In Case of Emergency 30
Article 32 Severability 31
Article 33 Severance of Prior Agreements/Mid-Term Bargaining 31
Article 34 Duration 32
Signatures 32
Appendix A Dues Deduction Authorization 33
Appendix B Uniform Items 34

PREAMBLE/PURPOSE

This Agreement is entered into by and between Bath Township, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP," on behalf of the employees in the bargaining unit hereinafter defined.

This Agreement has as its purpose to comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth the understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1
RECOGNITION

Section 1. For purposes of this Agreement, the bargaining unit is defined as including all full-time Police Officers, as set forth in SERB Case No. 2012-REP-11-0128.

Section 2. Excluded. All other employees of the township, including but not limited to confidential employees, all management level employees, all supervisors, all part-time, seasonal, and casual employees, and all employees who act in a fiduciary capacity.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1. The Employer reserves all the customary rights, privileges or authority of management, except as modified by the express terms of this Agreement, including but not limited to the following:

A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge or discipline and maintain discipline among employees;

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

C. to determine the department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;

D. to determine the size and composition of the work force and the department's organizational structure, including the right to lay off employees, following the layoff procedures outlined in this Agreement;

E. to determine the hours of work, work schedules, and to establish the necessary work rules for all employees;

F. to determine when a job vacancy exists, when or if a vacancy is to be filled, the duties to be included in any job classification, and the standards of quality and performance to be maintained;

G. to determine the necessity to schedule overtime and the amount required thereof;

H. to determine the department budget and uses thereof;

I. to maintain the security of records and other pertinent information and;

J. to determine and implement necessary actions in emergency situations.

Section 2. Reserved Management Rights. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 3
NON-DISCRIMINATION

Section 1. The Employer agrees not to restrain, coerce, or treat with disparity any employee because of Union membership or because of any authorized employee activity in an official capacity on behalf of the Union.

Section 2. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no unlawful disparate treatment, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 3. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 4. The provisions of this agreement shall be applied equally to all bargaining unit employees without unlawful discrimination as to age, sex, marital status, race, color, national origin, disability, religion, military status, veteran's status, genetic information or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

Section 5. The Employer and the Union agree that in the event an employee files a grievance alleging a violation of this article and also files and EEOC, OCRC, or any other form of civil rights complaint with an administrative agency or the courts alleging discrimination by the Employer, that such grievance shall be held in abeyance until all appeals outside the scope of this agreement have been resolved.

ARTICLE 4
PAYROLL DUES DEDUCTIONS

Section 1. The Township agrees to deduct regular Union membership dues once per pay period from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Township by the Secretary/Treasurer of the Union. Upon receipt of the proper authorization, the Township will deduct union dues the next payroll period in which the union dues are normally deducted following the pay period in which the authorization was received by the Employer. Payroll deduction authorization shall be on the form provided by the Union and approved by the Township (see Appendix A).

Section 2. It is specifically agreed that the Township assumes no obligation, financial or otherwise, arising out of the provision of this article and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Township hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3. The Employer shall be relieved from making such dues deductions upon the employee's:

a.) Termination of employment;

b.) Transfer to a job other than one covered by the bargaining unit;

c.) Layoff from work;

d.) An agreed leave of absence;

e.) Revocation of the check-off authorization in accordance with its terms or with applicable law.

Section 4. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 5. It is agreed that neither the employees nor the Union shall have a claim against the Township for errors in the processing of a deduction unless a claim of error is made to the Township, in writing, within thirty (30) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that union dues will normally be deducted by deduction of the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

ARTICLE 5
FAIR SHARE FEE

Section 1. Any member of the bargaining unit who is not a member of the Union shall pay a monthly fair share fee in an amount set by the Union in accordance with the provisions of O.R.C. 4117.09(C). Said "fair share" shall cover each employee's prorated share of:

1. The direct costs incurred by the FOP in negotiating and administering this agreement and of settling grievances and other disputes arising under this agreement; and

2. The FOP's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees covered by this Agreement.

Section 2. Fair share fees shall be deducted and remitted during the same period as dues provided the employees have received sufficient wages during the applicable pay period to equal the deduction. The Employer's responsibility to deduct such fair share fees is contingent, however, upon the Union's fulfillment of all obligations imposed upon it by this article and its agency fee payer objection policy.

Section 3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of this article regarding the deduction of fair share fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition therefore shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 6
WORK RULES

Section 1. The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which effects the wages, hours, or terms and conditions of employment of members of the bargaining unit, the Employer will notify the Union and meet with the Union to discuss the matter prior to the date of implementation.

Section 3. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be modified, maintained, or established that are in violation of any expressed terms or provisions of this Agreement.

ARTICLE 7
NO STRIKE/NO LOCKOUT

Section 1. It is expressly recognized by the Union that any strike by an employee is in violation of Section 4117 of the Ohio Revised Code. The Union agrees for itself, its representatives and members that neither it nor they will directly or indirectly call for, instigate, sanction, or encourage a strike or any other concerted work stoppage or other job action designed to impair or impede the functions of the Township Police Department or any part thereof.

Section 2. The Union agrees to actively seek stoppage of any type of job action by a member or members of the Labor Council bargaining unit. The Union shall take whatever further steps reasonably within its ability which are necessary to end such job action.

Section 3. During the term of this Agreement, the Township agrees that it will not lock out employees, nor will it do anything to provoke interruptions or prevent such continuity of performance by said employees insofar as such performance is required in the normal and usual operation of services of the Township.

ARTICLE 8
LABOR MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations, unless mutually agreed to otherwise, once each quarter on a mutually agreeable day and time, the parties shall meet to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 2. An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up at the meeting, and the names of those two (2) employee Union representatives who will be attending. The purpose of such meeting shall be to:

A. Discuss the administration of this agreement;

B. Disseminate general information of interest to the parties;

C. Discuss ways to increase productivity and improve efficiency;

D. Consider and discuss health and safety matters and to review current and proposed revisions to the Standard Operating Procedures which concern health and safety issues;

E. To consider recommendations for changes from the Union in Standard Operating Procedures, Rules and Regulations;

F. When mutually agreed upon by the bargaining unit, Employer, and the Ohio Labor Council, to discuss the impact of operational changes made by the Employer on wages, hours, terms and other conditions of employment.

Section 3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 4. Employee representatives who are scheduled to be at work during the time of this meeting shall suffer no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during this meeting. Those who are in attendance, as provided for in Section 1 of this article, on their off-duty time, shall not be compensated; however, schedules may be adjusted as mutually agreeable.

Section 5. Labor management meetings are not intended to be negotiation sessions to alter or amend the Agreement, unless upon mutual agreement of the parties.

ARTICLE 9
PROBATIONARY PERIODS

Section 1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of twelve (12) calendar months. Neither the employee nor the Union shall have recourse to the grievance procedure or to any administrative agency or a court of law to challenge a discharge during the probationary period.

Section 2. Any newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of twelve (12) calendar months. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position any time during his probationary period and shall have no appeal over such decision.

ARTICLE 10
SENIORITY

Section 1. "Departmental seniority" shall be the length of service in a permanent position or succession of positions within the employ of the Bath Township Police Department dating back to the last date of hire.

Section 2. "Bargaining unit seniority" shall be the length of continuous service in a classification within this bargaining unit. Such continuous service shall commence with the employee's date of hire or transfer into a classification within this bargaining unit.

Section 3. The following situations constitute breaks in continuous service for which seniority is lost:

A. Discharge for just cause;

B. Retirement, whether service or disability;

C. Layoff for more than one (1) year;

D. Failure to return to work within fourteen calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability;

E. Failure to return to work at the expiration of leave of absence; and

F. Resignation.

ARTICLE 11
LAYOFF AND RECALL

Section 1. Where the Board of Township Trustees determines it is necessary through its governmental powers to make layoffs or reductions in force (i.e., job abolishment, furlough, etc.) in the number of personnel employed by the Township Police Department, the layoffs or reductions in force will be made in accordance with the below listed guidelines.

Section 2. Procedure. Whenever the Employer determines that a layoff or reduction in force is necessary, the Employer shall first determine the rank/classification (e.g., Police Officer, Sergeant, Lieutenant, etc.) where the reduction is to occur. The bargaining unit member(s) with the least amount of classification seniority in the classification selected by the Township shall be the first subject to reduction. In the event a member is subject to layoff or abolishment from a higher rank/classification, he shall have the ability to utilize his departmental seniority to displace a member with less departmental seniority occupying a lower rank/classification. A member subject to layoff or reduction in force shall be given two (2) weeks notice prior to the effective date of action. This notice period only applies to the individual(s) initially selected for layoff or reduction, and does not apply to any individual(s) reduced as a result of the bumping and displacement process.

Section 3. Recall. Bargaining unit members who are subject to layoff shall have recall rights for one (1) year from the date of layoff. The members who are called back from the layoff to return to their full-time status will be called back in reverse order of the layoff. The last member who was laid off will be the first member to return to work. Bargaining unit members are to keep the Township advised of their current address at all times and maintain any required licensure or certification required by OPOTA for their position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

Section 4. Part-Time Service. Credit for seniority as a part-time police officer is not applicable when determining layoffs.

ARTICLE 12
DISCIPLINARY ACTION

Section 1. The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. No employee shall be demoted, suspended for more than

three (3) days (including suspensions of record), discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning (i.e., documented verbal warning).

2. Written reprimand.

3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.

4. Suspension of record (i.e., paper suspension).

5. Demotion.

6. Discharge.

An employee who is given a suspension of record shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Grounds for Discipline. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, failure of good behavior, conduct unbecoming an employee, violation of Township work rules or standard operating procedures, violation of ethics laws, or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action.

Section 3. Progressive Discipline. Disciplinary action shall generally be applied in a progressive manner. However, the Employer reserves the right to determine the amount of discipline based upon the seriousness of the employee's conduct and/or disciplinary record. The practice of progressive discipline does not infringe upon the right of the Employer to terminate an employee's employment for a first offense. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 4. Predisciplinary Meeting. Whenever the Employer determines that an employee may be suspended, reduced in pay or position, or terminated, a predisciplinary meeting will be scheduled to afford the employee the ability to respond to the charges against him. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held not sooner than twenty-four (24) hours, between management and the employee.

The employee may be accompanied by a Union associate during the predisciplinary meeting. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement.

Section 5. Disciplinary Suspension Arbitrations. The parties agree that all suspensions of ten (10) working days or less shall be suspensions of record. In the event, however, that an employee elects to challenge such suspension through the grievance and arbitration procedure and is unsuccessful in that challenge, meaning that all or a portion of the suspension of record is upheld, then the suspension of record that is upheld (or the portion of which is upheld) shall immediately be converted to an unpaid suspension. Such unpaid suspension shall be scheduled and served at the discretion of the Employer or satisfied through the forfeiture of paid time.

Section 6. Each employee may inspect his personnel file which is maintained by the Employer at any reasonable time during business hours provided that the employee gives the Employer reasonable advance notice, and that the inspection will be conducted at a time designated by the Employer, but not later than the close of business on the next business day. The Employer maintains the right to have a management representative present at all times during the inspection and to determine the site of the inspection. The employee shall have the right upon written request to receive one copy of any materials placed in his personnel file that are not confidential by law.

Section 7. Records of disciplinary action shall cease to have force and effect for the purposes of progressive discipline after twenty-four (24) months, provided that there has been no other intervening discipline.

ARTICLE 13
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition. A grievance is defined as a specific allegation that there has been a breach, misinterpretation, or misapplication of the specific and express terms of this Agreement.

Section 2. Grievance Contents. All grievances shall be filed in writing on a form provided by the Union and shall contain the following information:

1. Date and time grievance occurred.
2. Description of incident giving rise to the grievance.
3. Articles and sections of the agreement involved.
4. Relief requested.
5. Signature of the employee.

Section 3. Group Grievances. Any member of the bargaining unit or the Union may file a grievance. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. The names of each member along with their respective

signatures on behalf of whom the grievance is filed shall be affixed to the grievance form. Should the Union file a group grievance, it will specify the affected employees or group of employees on the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

Section 4. Time Limits. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. The aggrieved may withdraw a grievance at any point with the approval of Union by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits provided herein shall be deemed to have been answered in the negative and advanced to the next step of the procedure. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer or default rejection, if applicable, at the last completed step. Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced. An arbitrator is without authority to render any decision involving a grievance that does not conform to the parties' negotiated time limits.

Section 5. Disciplinary Grievances. Disciplinary grievances involving suspension, reduction in pay or position, or discharge are to be appealed directly to Step 2 of the grievance procedure as specified in this article. All other grievances related to disciplinary action are to be filed at Step 1.

Section 6. Procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. The following steps are to be followed in the processing of a grievance.

For the purpose of this article, the word "day" shall mean calendar day, excluding Saturdays, Sundays, and legal holidays. The following procedure shall be utilized when a grievance is initiated by an employee, or a group of employees.

Step 1. A grievance must first be reported verbally within ten (10) days of the occurrence giving rise to the dispute to the Chief of Police or his designee. The Chief of Police or his designee shall discuss the grievance with the employee and if no resolution is reached shall prepare a written acknowledgment that this step has taken place. If the grievance is not resolved by the first step, it may be moved to step two.

Step 2. If a grievance is not settled at the first step, the employee may reduce the grievance to writing. The written grievance must be presented to the Chief of Police, or his designee, within fourteen (14) days after the occurrence, giving rise to the dispute. The Chief of Police or his designee shall reply within writing within ten (10) days after the receipt of the written grievance.

Step 3. If the grievance is not settled at step two, the employee may appeal, in writing, to the Bath Township Board of Trustees by serving the township administrator. Such appeal must be submitted within ten (10) days after receipt of the step two reply or within ten (10) days of

expiration of the department head or administrator's allotted time for a reply. The Board of Trustees, or its designee, shall reply in writing within (30) days of receipt of the grievance.

Step 4. Arbitration. The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 3, the Union shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance. The Union shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) Ohio-domiciled, National Academy Certified arbitrators within twenty (20) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 2 reply.

Section 7. Selection of the Arbitrator. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. In the event that a party fails to return a ranked list to FMCS within the specified time period, the other party shall have his top preference appointed. Each party shall have the right to reject one (1) panel of arbitrators and the party rejecting the list shall be responsible for the payment of a new list.

Section 8. Hearing and Decision. The arbitrator shall conduct a hearing on the grievance within a reasonable period of time. The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the arbitrator shall render a decision that will be final and binding on the Employer, the Union, and the grievant.

The arbitrator shall be bound by the language of this contract and shall have no jurisdiction or authority to add to, subtract from, amend or in any way modify any of the terms or provisions of this contract. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this agreement, and shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or applicable laws.

2. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this agreement.

3. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law. Limiting or interfering in any way with the powers, duties, or responsibilities of the Township Trustees not inconsistent with the agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices.

The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no more than seven (7) days prior to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

Section 9. Arbitrability. The question of substantive arbitrability may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. In the event that an issue is raised concerning the jurisdiction of the arbitrator, or arbitrability, that issue will be tried and decided first. If the matter is determined to be arbitrable, a new arbitrator will be selected from a new list as provided herein to decide the merits of the grievances.

Section 10. Arbitration Expenses. The expenses and charges of obtaining the list shall be borne by the party requesting it. The expenses of the arbitration hearing/arbitrator's fees shall be split equally by the parties. The expense and compensation of any court reporter or transcript shall be borne by the party requesting them, or split equally if both parties make the request. Witness expenses shall be borne by the party calling the witness. Employee witnesses shall suffer no loss in straight time pay.

Section 11. Arbitration Awards/Settlements. Arbitration awards and pre-arbitration settlements shall be final and binding on the Employer, the Union, and the grievant(s) subject to the provisions of the Ohio Revised Code.

ARTICLE 14
UNION BULLETIN BOARDS

Section 1. The Employer agrees to provide space for one (1) 2' x 3' bulletin board in an agreed upon area of the work facility for use by the Union for the purposes of posting Union notices relating to the following matters:

A. Union recreational and social affairs;
B. Notice of Union meetings;
C. Union appointments;
D. Notice of Union elections;
E. Results of Union elections;
F. Reports of standing committees and independent arms of the Union; and
G. Publications, rulings, or policies of the Union.

Section 2. All other notices of any kind not covered (A) through (G) above must receive prior approval of the Chief.

ARTICLE 15
SHIFT ASSIGNMENT

Section 1. By October 1 of each year the Police Chief or his designee shall post available shift assignments in increments of four (4) months to commence January 1 of the following year.

Employees shall be afforded the opportunity by classification seniority, i.e., full-time service in a specific job classification, to express their shift preference for a schedule of hours worked and days off for each quarter of the following year.

Section 2. Shift Adjustments. The Employer retains the right to adjust the schedule to meet the operational needs of the Department, which includes but is not limited to scheduling for special assignments, absences of bargaining unit members expected to extend three (3) weeks or more, training/re-training needs, avoiding prolonged shift fill overtime, requirements placed upon the Township by non-discrimination laws, maintaining a balance of experienced personnel on shifts, etc.

A. The parties agree that if the Employer makes such a determination, it may, at its sole discretion, take action to adjust the schedule that results from the expression of shift preferences. The Employer agrees to articulate the reasons for making such an adjustment and agrees to refrain from using adjustments as a substitute for discipline.

B. If the schedule is adjusted at the time of the shift selection procedure, so that a member is precluded from selecting a shift, the precluded member will be notified and will be provided with the opportunity to bid to a different slot based upon classification seniority. If the precluded member does not select a different slot, he will be placed in the last open slot available to him.

C. If an event occurs between shift preference periods that would require a member be moved from his preferred shift, the Chief may transfer the least senior member not on the same shift into the slot at issue and reassign the member being moved/precluded to the slot from which the least senior member was transferred until the next shift preference period.

D. New full-time employees shall be exempt from the Shift Preference process during their first twenty-four (24) months of employment and shall be subject to shift assignments by the Employer.

ARTICLE 16
HOURS OF WORK AND OVERTIME

Section 1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing part-time positions. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The work period shall begin at 12:01 a.m. on Sunday and continue for seven (7) consecutive calendar days [one hundred sixty-eight (168) consecutive hours] ending at 12:00 midnight the Saturday thereafter. Each employee's work schedule shall be determined by the

Employer. The normal work schedule for full-time bargaining unit employees shall consist of forty (40) hours of work performed during the seven-day work period.

Section 3. When an employee is required to work in excess of forty (40) hours during the seven (7) day work period, he shall be paid overtime pay for such time worked over forty (40) hours at the rate of one and one-half times his regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this article or Agreement. For purposes of determining an employee's eligibility for overtime, all hours actually worked by the employee and scheduled vacation and holiday time will be included. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime.

Section 4. Overtime hours shall not be permitted except in case of emergency or as approved by the Chief of Police. When necessary, overtime shall properly be documented and approved by the Chief of Police, or in his absence, the appropriate designee.

Section 5. **Mandatory Overtime**. Whenever the Chief of Police, or his designee, determines overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime. Mandatory overtime may take the form of call in or hold over overtime.

Section 6. **Overtime Rotation**. The Employer will attempt to equitably distribute available overtime opportunities within each classification. The following outline will be utilized when it is determined by the Chief of Police or his designee that overtime is required.

A. If a supervisor's position needs to be filled:

1. the supervisor rank needed
2. the next lower supervisory rank
3. qualified full-time officer
4. the next higher supervisory rank
5. qualified part-time officer
6. mandatory overtime may be ordered

B. If a police officer position needs to be filled:

1. part-time officer
2. full-time officer
3. sergeant
4. mandatory overtime may be ordered.

If no one responds to the offer, an employee in the classification on duty at the time the overtime is needed may be held over until a replacement arrives.

ARTICLE 17
COURT TIME AND CALL-IN

Section 1. Whenever an employee is required to appear during his regular off-duty time before any official court or before a prosecutor for pretrial conference on matters pertaining to or arising from the employee's official duties, the employee shall be compensated for a minimum of four (4) hours at the appropriate hourly rate. If an employee appears before a court or at a pretrial conference for more than four (4) hours, such excess time shall also be compensated at the applicable rate. Multiple appearances on the same date will not result in multiple minimum payments, but shall be compensated a minimum of four (4) hours and such additional time worked for subsequent appearances. Appearances which abut a regular shift are not subject to the above minimum requirements, but shall be compensated based upon actual hours worked.

Section 2. Any time an employee is called to work outside of his normal work shift, he shall be guaranteed a minimum of two (2) hours work at the appropriate hourly rate. This minimum guarantee shall not be applicable to hours of work which are contiguous to the employee's regular work shift.

Section 3. Off-duty time spent by employees in departmental in-service training shall be compensated at a minimum of four (4) hours at the appropriate rate of pay. Any time in excess of four (4) hours shall be paid in increments of one quarter hour (1/4) at the appropriate rate.

ARTICLE 18
WAGES AND OTHER COMPENSATION

Section 1. The following pay scale, which reflects a three percent (3%) pay increase for current employees, shall be effective for bargaining unit employees beginning with the first full pay period after January 1, 2015; the first full pay period after January 1, 2016; and the first full pay period after January 1, 2017.

Hire on or before June 30, 2014 Time in Position	Hired after June 30, 2014 Time in Position	2015	2016	2017
	0-12 Months	$20.46	$21.07	$21.70
	13-24 Months	$22.18	$22.85	$23.53
0-12 Months	25-36 Months	$23.90	$24.62	$25.35
13-24 Months	37-48 Months	$25.63	$26.40	$27.19
25-36 Months	48-60 Months	$27.35	$28.17	$29.02
37-48 Months	61-72 Months	$29.08	$29.95	$30.85
After-48 Months	After 72 Months	$30.80	$31.72	$32.67

Section 2. New employees shall be assigned to the starting rate and shall advance to the next succeeding pay step during the pay period which includes their anniversary date of hire as a full-time employee of the department, until they reach the top rate.

Section 3. Officer in Charge (OIC). Any senior patrol officer performing the duties and assuming the responsibility of officer in charge (OIC) for at least four (4) hours in any given shift assignment will be compensated at a flat rate of twenty-six dollars ($26.00) for each shift so worked.

Section 4. Longevity. Each permanent, full-time employee, who has completed a minimum of five (5) years of continuous employment with the Township, shall receive longevity payment as provided below, to be calculated and paid on a per hour basis.

Years of Service	Amount	Per Hour
6	$285.00	$.14
7	$390.00	$.19
8	$495.00	$.24
9	$600.00	$. 29
10	$705.00	$.34
11	$810.00	$.39
12	$915.00	$.44
13	$1,020.00	$.49
14	$1,125.00	$.54
15	$1,230.00	$.59
16	$1,335.00	$.64
17	$1,440.00	$.69
18	$1,545.00	$.74
19	$1,650.00	$.79
20	$1,755.00	$.84
21	$1,860.00	$.89
22	$1,965.00	$.94
23	$2,070.00	$1.00
24	$2,175.00	$1.05
25 and Over	$2,280.00	$1.10

Section 5. Incentive Stipends. The following annual stipends shall be paid as additional compensation to members of the bargaining unit who qualify. Stipends for educational degrees are not cumulative.

An Associate Criminal Justice Degree from an accredited college or university	$700.00
A Bachelor Degree from an accredited college or university provided the degree holder has an Associate Degree in Criminal Justice, 64 credit hours in a criminal justice curriculum, or has had four (4) year's satisfactory full- time law enforcement employment.	$1,000.00
Master's Degree from an accredited college or university provided the degree holder has qualified for the above additional compensation for a Bachelor's Degree.	$1,300.00
Ph.D., LL.B, or JD from an accredited college or university provided the degree holder has qualified for the above additional compensation for a Master's Degree.	$1,650.00
Certified Firearms Specialist	$250.00
Certified Defensive Tactics Instructor	$250.00
Field Training Officer (each officer trained)	$1,000.00
Traffic Crash Investigator Level I	$250.00
Traffic Crash Investigator Level II	$750.00

ARTICLE 19
SHIFT DIFFERENTIAL

Section 1. Full-time police officers regularly beginning their tour of duty on the second shift, generally recognized between the hours of 3:00 p.m. to 11:00 p.m. (1500 hours to 2300 hours), shall receive an additional fifty cents ($.50) per hour for hours worked on the second shift.

Section 2. Full-time police officers regularly beginning their tour of duty on the third shift, generally recognized between the hours of 11:00 p.m. to 7:00 a.m. (2300 hours to 0700 hours), shall receive an additional seventy-five cents ($.75) per hour for hours worked on the third shift.

ARTICLE 20
UNIFORM ALLOWANCE

Section 1. Bargaining unit employees shall receive an annual clothing allowance of eight hundred ($800.00) dollars. The allowance may be used by employees to purchase and/or replace authorized uniform items and equipment as established by the Chief of Police. The Employer shall either establish a dedicated account with an approved vendor by which the allowance can be redeemed or payments will be made when receipts are provided by the employee to the Township.

Section 2. The authorized list of uniform items for full-time uniformed police officers shall be established by the Chief of Police. The current list of authorized uniforms/equipment is attached hereto as Appendix B. Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Chief of Police or his designee.

Section 3. All full-time police officers shall receive an annual clothing maintenance allowance of three hundred dollars ($300.00), to cover dry cleaning and tailoring of uniform items not adaptable to general usage as ordinary clothing.

Section 4 All Detective Bureau personnel shall, in lieu of the clothing allowance in section 1, be provided with sufficient clothing allowance to maintain two (2) uniforms and shall also be provided with a yearly clothing allowance check in the amount of eight hundred dollars ($800.00) issued no later than April 1 of each year.

Section 5. The Township will provide newly hired full-time police officers with frisker gloves, ballistic (non-tactical vest), and approved flashlight, a duty use handgun, and Taser. Ballistic (non-tactical) vest maintenance and recommendation will generally be in accordance with the manufacturer's recommendation; however, any officer must receive written pre-approval by the Chief of Police before a ballistic vest replacement is purchased.

Section 6. In the event of damage to an employee's personal property (e.g., prescription eye glasses (including frames), watch, cell phone), which damage occurs in the active discharge of the employee's duties, the Employer shall pay the difference, if any, between the amount of reimbursement from Workers' Compensation and the actual cost of repair or replacement, up to a limit of one hundred and twenty dollars ($120.00).

Section 7. All uniforms, equipment, and/or weapons issued by the Township or purchased with the uniform allowance are and shall remain the property of Bath Township.

ARTICLE 21
INSURANCE

Section 1. The Employer will continue to provide full-time bargaining unit employees with the same comprehensive health, dental and life insurance programs as provided to non-bargaining employees. The Employer shall have the right to select carriers and/or otherwise determine the manner by which coverage is provided.

The election of coverage (e.g., single, employee plus dependent(s), family, etc.) rests with the eligible bargaining unit employee.

Section 2. Employer and Employee Contribution. Bargaining unit members shall contribute the same amount towards health insurance premiums as non-bargaining unit employees as established by the Township during the duration of the agreement. The Employer agrees to establish a Section 125 plan in order to make said deductions pre-tax.

Employees shall be required to share in the cost of health care coverage up to the maximums permitted by the ACA. The parties recognize that employee affordability under the ACA will be measured based upon the cost of the single-only coverage and the employee's household income (as defined by rules and regulations implementing the ACA). Any employee who believes his contribution exceeds 9.5% of his household income for the lowest level single-only coverage plan offered by the Employer should submit a written request for review to the Fiscal Officer.

Should an employee request a review, the employee agrees to provide the Employer with financial documentation of the employee's household income.

Section 3. Coverage Coordination. If both spouses are employed by the Employer, they shall be offered one (1) family coverage or one (1) employee / spouse coverage, but they may select the spouse that will make the premium contribution.

ARTICLE 22
VACATION

Section 1. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service with the Employer as follows:

Length of Service	Vacation
Less than 1 year	none
After 1 year through 5 years	80 hours
After 5 years through 12 years	120 hours
After 12 years through 20 years	160 hours
After 20 years through 25 years	200 hours
After 25 years or more	240 hours

No full-time employee will be entitled to vacation leave or payment for accumulated vacation until he or she has completed one year of employment with the Employer. Upon completion of one (1) year of employment, he or she will be credited with eighty (80) hours, which may be scheduled and taken after the first anniversary date of employment and before the end of the second calendar year of employment.

Section 2. New employees may be entitled to vacation service credit earned during prior employment with Bath Township. New employees shall not be entitled to vacation service credit or prior service credit for tenure with the state or any other political subdivision of the State of Ohio.

Section 3. Vacation leave accrues while on vacation, paid military leave, and sick leave. No vacation is earned while an employee is in no-pay status. Prorated vacation credit is given for any part of a pay period.

Section 4. After the first year of employment, vacation leave shall be placed to an employee's credited on January 1 of each year and shall be taken by December 31 of the year in which it is credited. No vacation time shall carry over into the following calendar year.

Section 5. Vacations shall be scheduled in accordance with the workload requirements of the Employer and the Employer reserves the right to deny vacation requests if workload requirements so mandate. Prior to March 31 employees shall submit vacation requests. Vacation shall be granted to the employee with the greatest seniority if two (2) or more employees request vacation leave simultaneously and the Employer is not able to grant vacation leave to all those making such request. After March 31, employees may request vacation time should it be available. For requests

made after March 31 of the year, requests will be granted on a "first come, first serve basis.". Once the vacation has been approved by the Employer, alteration or cancellation of the vacation, by the Employer, shall occur only due to unforeseen emergency circumstances. Requests for full weeks of vacation leave shall take precedence over single day requests.

Section 6. Nothing herein shall be construed as preventing the Employer from recalling an employee to duty when the operations of the Employer so dictate.

Section 7. Absence due to sickness, injury, or disability in excess of such time authorized for such purpose, may, at the request of the employee, and approval of the Police Chief and Township Administrator, be charged against vacation leave.

Section 8. After one (1) year of service, employees who resign or retire are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave to their credit at the time of separation. Vacation pay out shall be pro rated based upon the time of separation.

Section 9. In the case of the death of an employee, the unused vacation leave and unpaid overtime to the credit of the employee shall be paid in accordance with Section 2113.04 ORC, or to his estate.

ARTICLE 23
HOLIDAYS

Section 1. Recognized Holidays. The following days are designated as paid, eight (8) hour holidays for full-time bargaining unit members. Bargaining unit members will receive eight (8) hours of holiday pay for each recognized holiday provided that they meet the eligibility criteria listed below and have been employed for at least six (6) consecutive months after original date of hire.

1. New Year's Day -- January 1
2. Martin Luther King Day – Third Monday in January
3. President's Day –Third Monday in February
4. Memorial Day -- Fourth Monday in May
5. Independence Day – July 4
6. Labor Day – First Monday in September
7. Columbus Day – Second Monday in October
8. Veterans Day – November 11
9. Thanksgiving Day – Fourth Thursday in November
10. Christmas Day – December 25

Section 2. Bargaining unit members who do not work on the holiday shall receive the eight (8) hours of holiday pay. Bargaining unit members who work one of the above designated holidays shall receive pay at one and one-half times (1.5 x) their base rate of pay for all hours worked on the holiday in addition to the eight (8) hours of holiday pay. Holidays run from 12:00 a.m. through 11:59 p.m. on the actual date of the holiday.

Section 3. Holiday Pay Requirements. In order to be eligible to receive holiday pay under Section 1, the employee must work his last regularly scheduled shift before the holiday, the holiday if scheduled, and the first regularly scheduled shift following the recognized holiday.

Section 4. Personal Holidays. In addition to the above holidays, each bargaining unit member shall receive two (2) personal holidays. Employees may take personal holiday time off upon the advance approval of the Chief of Police or his designee.

ARTICLE 24
SICK LEAVE

Section 1. Employees shall accrue sick leave credit at the rate of 4.64 hours for each completed eighty (80) hours of service. An employee shall not accumulate sick leave while on sick leave in excess of four (4) consecutive weeks. Sick leave may be accumulated to a maximum of one thousand three hundred twenty (1,320) hours. Newly hired full-time employees, upon hire, shall be provided with a credit of two hundred forty (240) hours of sick leave.

Section 2. Employees may use sick leave upon the approval of the Employer, for the following reasons:

A. Illness, injury, or pregnancy-related condition of the employee.

B. Exposure of an employee or a member of the employee's immediate family to a contagious disease which could be communicated to and jeopardize the health of other employees.

C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such examinations cannot be scheduled during off-hours.

D. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.

E. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary and when such examinations cannot be scheduled during off-hours

Section 3. Immediate family for purposes of this article means an employee's spouse, parents, children, step-children, grandparents, grandchildren, daughter-in-law, son-in-law, mother-in-law, father-in-law, or other person who stands in the place of a parent (*in loco parentis*).

Section 4. When an employee is unable to report to work due to illness or injury, he shall notify the Officer in Charge of the shift at the time he reports off, at least two (2) hours before the employee is scheduled to start work. The supervisor or other designated person may contact the

employee during the day to discuss the reason for the absence. Except where the employee's anticipated absence is estimated to include multiple work days and the employee has provided an estimate as to the duration of the absence, the employee shall give notice to the Township each and every day of the employee's absence.

Section 5. Employees are required to complete and sign a Request for Leave form to request payment of sick leave benefits. Upon approval of the Township, payment of sick leave benefits will be made. If approval is denied by the Township, the employee shall be notified as to the reason for the denial. If medical attention is required, the employee shall be required to furnish a statement from a licensed medical practitioner notifying the Township that the employee was unable to perform his or her duties and that the employee is able to resume the performance of those duties upon return to work. If the employee's presence is reasonably necessary at a family member's examination by a medical practitioner or for the health and welfare of the employee or affected family member for a period of time longer than three (3) days, the employee shall provide a statement from a licensed medical practitioner certifying that necessity. Falsification of the Request for Leave form or a medical practitioner's certificate may be grounds for dismissal.

Section 6. If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for work, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed on disability leave or shall be subject to disability separation.

Section 7. An employee must comply with all rules and regulations on sick leave in order to receive sick leave pay. Falsification of sick leave documents and/or abuse of sick leave is grounds for disciplinary action. Abuse may include, but is not limited to:

A. Consistent use of sick leave in conjunction with scheduled time off of any type;

B. Consistent use of sick leave as it is earned, resulting in an extremely low balance of sick leave as compared to time in service;

C. Consistent usage of sick leave for periods of one (1) work day or less;

D. Consistent usage of sick leave for non-specific illness (e.g., headache, flu, back ache, etc.);

E. The employee being absent more than twenty-four (24) hours in any three (3) month period (except that death in the immediate family, hospitalization, institutionalization, illness, or examination/treatment of the employee or immediate family member or utilization of sick leave for purposes of Family and Medical Leave Policy shall not be counted toward this twenty-four (24) hour benchmark).

Section 8. Personal Emergency Days. Non-probationary employees may utilize up to two (2) sick leave days per calendar for the purposes of attending to urgent and unusual personal business.

Section 9. An employee retiring from the Township with at least fifteen (15) years of full-time service with the Township shall be paid a lump sum amount equal to twenty-five percent (25%) of the current applicable straight time hourly rate multiplied by the employee's accumulated sick leave hours.

Section 10. An employee unable to perform his or her normal job because of illness and whose sick leave and eventual return to service is uncertain because of the medical condition, may, within thirty (30) days from the first absence for that illness, elect to receive accrued sick leave pay in excess of this initial thirty (30) day rate at a rate of two thirds (2/3) pay thereby extending his or her employment.

Section 11. Sick Leave Buy Back Program. Any employee hired before January 1, 2009, that has accrued over nine hundred sixty (960) hours of sick leave may elect to receive a twenty percent (20%) payout of the unused amount of sick leave earned in the current year at the employee's base hour rate of pay in the year in which the sick time was earned. The payout shall be requested by the employee no later than November 30 of each calendar year and shall be paid on the last payroll of the following January (no later than January 31). Under no circumstances will the payout be based on more than the hours earned in one year, which is one hundred twenty (120) hours (maximum twenty-four [24] hours paid each year). Any time paid out under this program will be deducted from the employee's accrual.

Section 12. Modified Duty Assignments. An employee who is absent because of a non-work related injury and who is certified by his treating physician as being able to return to work with temporary restrictions, may, return to work on a modified duty assignment, provided an appropriate assignment exists. Any such modified duty assignments shall be temporary in nature and the determination of any such assignment is in the discretion of the Township.

ARTICLE 25
BEREAVEMENT LEAVE

Section 1. When a death occurs in the employee's immediate family, the employee shall be granted up to three (3) days of leave with pay for the purpose of attending the funeral or memorial service, making funeral arrangements, or otherwise attending to matters related to the death of the family member. Any request to schedule bereavement leave more than seven (7) days after the date of death must be approved by the Chief of Police.

Section 2. Immediate Family Defined. The immediate family is defined as the employee's spouse, parent, parent-in-law, step-parent, child, step-child, sibling, grandparents, grandchild, brother-in-law, sister-in-law, daughter-in-law, or son-in-law.

ARTICLE 26
INJURED LEAVE/TRANSITIONAL WORK

Section 1. When a bargaining unit employee has been certified by the Ohio Industrial Commission as being temporarily or totally disabled from his current position as a result of an injury incurred in the course of his or her employment with Bath Township, such employee shall be eligible for paid injury leave at the employee's regular rate of pay upon the approval of the Employer. All of the steps required by the Employer and the Industrial Commission to determine eligibility must be followed and the employee must otherwise adhere to any proscribed course of treatment/transitional work/light duty. Such injury leave shall not exceed the duration of such period of temporary or total disability and shall not exceed forty-five (45) calendar days in duration.

Section 2. Such injury leave shall be retroactive from the first day following the disability and any sick days required to be taken by the employee between the date of disability and the certification of his or her claim for temporary disability benefits will be credited to such employee's accumulation of sick days.

Section 3. Review of Claim. The Township reserves the rights to review the employee's status every fifteen (15) calendar days and to require the employee to have an independent medical examination by a physician selected and paid for by the Employer during the leave.

Section 4. Before such leave is approved, the employee must sign an agreement to reimburse and assign to the Township those temporary total disability benefits the employee received for weeks occurring during the duration of the paid injury leave. Any differential between these benefits and the employee's regular rate of pay will not result in any financial loss to the employee, but will be covered by the Township.

Section 5. Concurrent FML/Exhaustion of Injury on Duty Benefits. Family and Medical Leave time is run concurrently with injury leave benefits used for a qualifying condition. An employee who is no longer eligible for injury leave benefits shall take his accrued sick, vacation, and personal time prior to applying for an unpaid leave of absence or unpaid Family and Medical Leave. This request must be in writing.

Section 6. Transitional Work/Light Duty Program during Injury Leave Period. A Transitional Work Program maybe used to direct the work of all employees injured during the course and scope of employment and whose work restrictions are a direct result of the occupational injury.

A. At any time an employee is released to return to work with restrictions, the employee, prior to starting work, shall present the Employer with the medical return to work notice that indicates the employee can return to work under restricted function, commonly known as light duty.

B. The Employer will correspond with the medical provider issuing the notice to determine the employee's limits as far as the essential functions of the transitional work that may be

assigned to the employee. The Employer will determine if the employee is eligible for assignment to the Transitional Work Program.

C. At the end of the initial period, the Employer and the employee's medical provider will make a decision as to the employee's availability to return to his regular assignment. It will be the expectation of the Employer that all employees will make the transition into their regular assignment within the thirty (30) calendar days. If the employee cannot perform regular assignments at the end of the thirty (30) calendar day limit, the Employer may extend the transitional assignments for a period of ten (10) more working days.

D. The Employer may determine the maximum number of employees permitted on transitional work/light duty at any time.

Section 7. An employee incapable of returning to work beyond the forty-five (45) calendar day period shall use accumulated sick leave or any other accumulated paid leave prior to going on an unpaid leave. Should the employee not have any accumulated paid leave available, the employee may apply for lost wages and benefits through the Bureau of Workers' Compensation.

ARTICLE 27
MILITARY LEAVE

Section 1. All bargaining unit members so entitled shall be granted military leave and afforded return to work rights and benefits in accordance with applicable state and federal law.

ARTICLE 28
LEAVE OF ABSENCE WITHOUT PAY

Section 1. The Township at its discretion may grant a temporary leave of absence without pay upon written request of a bargaining unit member and for good cause shown. The authorization of a leave of absence is a matter of administrative discretion. The Township in each individual case will decide if a leave of absence is to be granted.

Section 2. Any employee granted a leave of absence without pay may not use the unpaid leave period to work for any other employer. Should it be determined that the employee is working for another employer, the leave of absence will be immediately cancelled.

Section 3. Duration. Unpaid leaves of absence will not exceed six (6) months duration, unless an extension is requested by the employee and approved by the Employer for up to an additional six (6) month period.

ARTICLE 29
FAMILY AND MEDICAL LEAVE

Section 1. All bargaining unit members so entitled shall be granted Family and Medical Leave in accordance with applicable state and federal law.

Section 2. The annual twelve (12) month period for FMLA benefits shall commence and be measured forward from the date the employee first uses the leave set forth above. No employee shall lose seniority during the period of time that is attributable to the Family Medical Leave Act. An employee shall be required to use all applicable paid leave benefits, e.g., sick leave and vacation leave, provided in this labor agreement prior to the use of unpaid family medical leave.

ARTICLE 30
DRUG AND ALCOHOL ABUSE AND SCREENING

Section 1. Employees are encouraged to voluntarily admit problems with drugs and/or alcohol prior to violating this policy. Employees who voluntarily admit problems with drugs or alcohol prior to violating this policy will not have their job security or promotional opportunities jeopardized by a first request for treatment.

A. A first request for treatment will not automatically excuse an employee from discipline or discharge where the Township initiates corrective action for violation of this policy and/or for manufacturing, distributing, acquiring, dispensing, possessing, or using drugs. Rather, an employee who seeks a first referral for treatment on his or her own initiative is in a better position than one who brings up a drinking or drug problem for the first time in response to an investigation on the Township's initiation of corrective action.

B. An employee shall not be disciplined for a first time admission of drug or alcohol dependency if the employee immediately enrolls in a rehabilitation program certified by a substance abuse professional and satisfactorily completes such program.

Section 2. Participation in Rehabilitation Program

A. It will be the responsibility of the employee to comply with the Township's referral for diagnosis and cooperate with the prescribed treatment.

B. When an employee is referred for a drug or alcohol test, he or she shall be allowed to leave work with no loss of pay for the time absent for testing.

C. An employee who participates in a rehabilitation program may use his or her accrued sick leave, vacation leave, and/or compensatory time for the period of the program. Apart from such use of paid leave, the employee will be relieved from duty and placed in unpaid status.

D. Rehabilitation programs are designed primarily for those employees who appear to have a treatable condition, not to protect those who manufacture, distribute, acquire, or dispense, drugs.

Section 3. Application of Township Policy.

This Township Drug Abuse and Screening policy applies to all employees of the Township while on the job and to situations in which an employee's off the job or off-premises conduct impairs

work performance or undermines public confidence in, or harms the reputation of, Bath Township. The parties recognize that involvement with alcohol and other drugs off the job can impact job performance. Employees must report to work in condition to perform their duties safely and efficiently in the interest of their fellow workers, the public, as well as themselves.

Section 4. Prohibited Conduct. Employees are prohibited from engaging in the following:

A. Reporting to duty or remaining on duty while having an alcohol concentration of 0.02 level or greater utilizing blood testing or 0.02 BAT Level Concentration or greater utilizing BAT breath testing.

B. Reporting to duty or remaining on duty while using a controlled substance (including prescription drugs that impair the employee's ability to perform his assigned duties, unless the prescribing doctor has approved the employee's use of the prescribed drug while working and that approval is submitted to the Township).

C. Testing positive for illegal controlled substances.

D. Possessing alcohol or illegal controlled substances while on duty.

E. Using alcohol or illegal controlled substances while on duty.

F. Refusing to submit to a reasonable suspicion, return-to-duty, or follow up alcohol or controlled substance test. Such refusals include, but are not limited to, failing to provide adequate breath for alcohol testing or adequate urine for drug testing, substituting, or attempting to substitute and/or adulterate the specimen, altering or attempting to alter the test results, and/or engaging other conduct that obstructs the testing procedure.

G. Failing to satisfactorily complete a drug or alcohol rehabilitation program, including aftercare, which the employee has enrolled in pursuant to this policy.

H. Testing positive at any time following return to work.
or

I. Failing to execute a medical release and/ or authorize disclosure to the Township of the employee's positive substance abuse test results and/or progress reports with regard to the employee's participation in a rehabilitation program.

Section 5. If an employee violates any of the prohibitions listed in the above section, the following consequences will result:

A. The employee may be subject to disciplinary action, up to and including dismissal.

B. The employee may be reassigned.

C. The employee will be provided with information regarding the services available for alcohol and substance abuse.

D. The employee shall be referred for an evaluation by a substance abuse professional, if it is the employee's first violation.

E. If the employee is not terminated, he or she will be subject to reevaluation, return-to-duty testing, and unannounced follow-up testing of a minimum of three (3) times in addition to the return-to-duty test during the twelve (12) month period of return to work and is required to report the use of any prescription or nonprescription medicines containing alcohol or controlled substances to his or her supervisor.

Section 6. Grounds for Testing. An employee shall be referred to testing for alcohol and/or controlled substances under the following circumstances:

A. Pre-Employment Testing: Prior to the first time an employee performs official duties for the Township, the employee will be tested for alcohol and controlled substances. The employee will not be hired unless the alcohol and controlled substance test results are negative.

B. Reasonable Suspicion Testing: A trained supervisor may refer an employee to undergo testing for alcohol or controlled substances based upon specific, objective facts and reasonable inferences drawn from these facts in light of experience and training.

C. Return-to-Duty Testing: Before an employee who has been off work for abuse may return to duty, the employee must undergo testing for alcohol and controlled substances. The results of the alcohol test must show less than 0.04 level utilizing blood testing or 0.02 BAT Level Concentration utilizing BAT breath testing if the offense involved alcohol and the controlled substance test must be negative if the offense involved controlled substances.

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

E. Post-Accident Testing: If an employee, during the course and scope of his or her duty, is involved in an accident, then as soon as practical following: (a) an accident in which a fatality occurs, (b) an accident in which an injury is treated away from the scene and the employee receives a citation for a moving violation arising from the accident, or (c) an accident in which a vehicle is required to be towed from the scene and the employee receives a citation for a moving violation arising from the accident, the employee shall be tested for alcohol and controlled substances.

Section 7. Testing Procedure. The Township shall designate one (1) or more health clinics, emergency medical care centers or hospitals for collection of alcohol and drug testing specimens, and all alcohol and drug testing specimens shall be collected by personnel of such health clinics, emergency medical care centers or hospitals. All alcohol testing utilizing BAT breath testing shall be administered by a trained breath alcohol technician (BAT) certified to conduct such tests. The Township and the laboratory shall have a clear and well-documented procedure for collection, shipment, and accessing of urine specimens. The procedures utilized by the Township and the laboratory shall include an evidentiary chain of custody, control, and split sample collection and testing. The testing facility shall collect enough specimen that a second test from an additional laboratory can be undertaken. That second specimen shall be held in custody of the testing facility. The collection site person will be responsible for maintaining the integrity of the specimen collection and transfer process. All procedures shall be outlined in writing and provided to the employee.

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

B. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for the below identified drugs or classes of drugs:

	Initial Screen(Ng/ml)	Confirmatory Screen(Ng/ml)
Marijuana metabolites	50	15
Cocaine metabolites	300	150 (Note: Same)
Opiate metabolites	300*	300
Phencyclidine (PCP)	25	25
Amphetamines	1,000	500-amphetamine 500-methamphetine
Opiates	2,000 ng/ml	2,000 ng/ml
Oxycodone (oxycotin)	100 ng/ml	100 ng/ml
Propoxyphene (e.g. davon/darvocet)	300 ng/ml	300 ng/ml
Benzodiazepines (e.g. xanax/vicoden)	300 ng/ml	300 ng/ml
Barbiturates (CNS depressants)	200 ng/ml	200 ng/ml
Methylenedioxmethyl amphetamine (Ecstasy)	500 ng/ml	500 ng/ml

*25 Ng/ml if immunoassay specific for free morphine

However, the above commonly listed drug names are in no way to be considered a limitation on the testing process and are for illustrative and informative purposes only. The fact that a specific medication or drug is not listed beside the drug category does not mean that an employee is excused from the consequences of testing above the prescribed category levels in this article. Should the National Institute on Drug Abuse add to or delete from the current panel of controlled substances or alter the initial screening or confirmation levels, this program will be modified to conform to NIDA standards. Employees will be notified, in writing, of such changes.

Section 8. This article shall not be utilized for criminal law enforcement purposes. However, nothing in this policy shall prevent criminal law enforcement investigation of illegal activity. For example, an employee charged with operating a motor vehicle under the influence of alcohol and/or drugs of abuse (OMVI) may be required to submit to testing as part of the criminal investigation, and the procedures of this policy would not be applicable to that investigation. Furthermore, evidence derived in a criminal investigation, including drug and alcohol testing, may be used as evidence in a disciplinary proceeding.

The Township reserves the right to alter or revise the above at its option at such time as a suitable random drug test policy is available from the Ohio Bureau of Workers Compensation.

Section 9. Notification of Prescription Medications/Narcotics. All employees operating motor vehicles in the course of their employment with the Township or occupying safety sensitive positions are required to notify the Chief when under a course of treatment that includes prescription narcotics so that a review of the employee's essential job functions and the impact, if any, of those prescription narcotics can be made. Such information shall be considered confidential and not subject to disclosure except to a Medical Review Officer who shall evaluate the employee's ability to safely perform the essential functions of his position in light of the prescription medication.

Section 10. Elevated Testing & Prescription Medications. Drug testing levels are applicable to all testing situations, except for those where an employee has been taking legally prescribed medications/narcotics and conforming to the prescribed dosage regimen. Any employee who tests above the NIDA established levels in these substance groups as a result of a legally prescribed medication/narcotic shall not be considered to have tested positive under this policy if the level reflects the dosage regimen. However, where the level is above the NIDA level and inconsistent with the dosage schedule, the employee shall be subject to discipline as a positive test.

ARTICLE 31
WAIVER IN CASE OF EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, or the Township Trustees, and/or the federal or state legislature, such as acts of God and civil disorder, the following conditions of this agreement shall automatically be suspended:

A. Time limits for Management or the Union's replies on grievances.

B. All work rules and/or agreements and practices relating to the assignment of all township employees.

Section 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this agreement and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

ARTICLE 32
SEVERABILITY

Section 1. In the event that any provision of this Agreement is found to be contrary to law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect, and the parties shall meet at mutually agreeable times in an attempt to discuss a lawful provision on the same subject matter, if practicable.

Section 2. Notwithstanding the provisions set forth in this agreement, modification of, or variance from, any contractual provision(s) for the purposes of complying with the Americans with Disabilities Act (ADA), and the Family and Medical Leave Act (FMLA), or any other state or federal law relative to handicap or disability discrimination shall not be construed by either party as a violation of this agreement or any provision herein.

ARTICLE 33
SEVERANCE OF PRIOR AGREEMENTS/MID-TERM BARGAINING

Section 1. The parties acknowledge that during the negotiations which preceded this agreement, each had the unlimited 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. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 2, for the term of this contract. The Union agrees that, during the life of this Agreement, the Township shall have no obligation to bargain collectively with respect to the exercise of any rights reserved and retained by it pursuant to either Section 4117.08(c) of the Revised Code or Article 2, Management Rights.

Section 2. **Mid-Term Bargaining**. Neither party is obligated to bargain over any matter already covered by the Agreement. Where a proposed action involves a mandatory subject of bargaining and is not already provided for by the Agreement, then the Employer, prior to taking such action, shall inform the Union of said proposed action prior to the date of implementation and shall meet with the Union to discuss the matter. The Employer may unilaterally implement such action

after discussions have taken place, and the Union may grieve the reasonableness of the Employer's decision.

ARTICLE 34
DURATION

This Agreement shall be effective January 1, 2015, and shall remain in full force and effect through midnight, December 31, 2017. Either party may give notice to modify or amend this agreement no earlier than one hundred fifty (150) calendar days and no later than sixty (60) calendar days prior to the expiration date.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representatives this 1st day of June, 2015.

FOR BATH TOWNSHIP

Becky Corbett, Trustee

Elaina E. Goodrich, Trustee

James N. Nelson, Trustee

Vito Sinopoli, Township Administrator

Robin L. Bell, Chief Negotiator

FOR THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL

Charles L. Wilson,
Senior Staff Representative

Benjamin Falconer, Bargaining Team

APPENDIX A
DUES DEDUCTION AUTHORIZATION

AUTHORIZATION FOR DUES DEDUCTION

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

222 E. Town St., Columbus, Ohio 43215

1-800-FOP-OLCI

I, the undersigned, hereby authorize my Employer to check off and deduct from my payroll an amount equal to dues, remitting directly to the F.O.P. Ohio Labor Council, Inc.

(PLEASE PRINT)

Place of Employment_____

Name_____

Home Address_____

City_____ Zip Code_____

Phone_____

Classification_____

Department_____

Signature_____ Date_____

E-mail_____

Mail white copy to FOP-OLC at above address
Present card to your Auditor

APPENDIX B
UNIFORM ITEMS

Navy Uniform Trousers	Long Sleeve Uniform Shirts
Navy Uniform Ties	Short Sleeve Uniform Shirts
Black and Navy Mock Turtleneck Shirts	Spring/Fall Jackets
Boots or Shoes	Service Hat and Band
Winter Jackets	Rain Cap Covers
Winter Hats	Gun Belts
Raincoats	Handcuffs and Cases
Trouser Belts	Dickeys
Magazine Holders	On & Off Duty Holsters
Uniform Sweaters	ASP Holders
Belt Keepers	Radio Holders
Nightsticks	Knife & Holder (one)
Flashlight Holders	Pepper Spray Holders
Taser Holders	Duty Bags
Pepper Spray	Name Tags
Police Gloves	Pager or cell phone holder
Clip Boards	Vest Carriers
Glove Holders	Tie Clasps
Flashlight Batteries	Flashlight Cone
Key Holders	Flashlights