



01-12-15
14-MED-03-0356
1533-01
K31728

AGREEMENT
BETWEEN
AUSTINTOWN TOWNSHIP
AND THE
AUSTINTOWN
FRATERNAL ORDER OF POLICE
LODGE # 126

Effective April 1, 2014

through

March 31, 2017

SERB CASE NO.
2014-MED-03-0356

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Article 1 Agreement.....	1
Article 2 Recognition.....	1
Article 3 Nondiscrimination	2
Article 4 Township Responsibilities.....	3
Article 5 Meetings.....	3
Article 6 Seniority.....	4
Article 7 Compensation	5
Article 8 Longevity.....	8
Article 9 Overtime	9
Article 10 Clothing Allowance.....	11
Article 11 Insurance.....	12
Article 12 Retirement and Disability Pensions.....	15
Article 13 Holiday.....	15
Article 14 Vacations	16
Article 15 Leave.....	17
Article 16 Injured on Duty Leave & Transitional Work.....	20
Article 17 Health and Safety.....	23
Article 18 Personnel Files.....	24
Article 19 Miscellaneous	24
Article 20 Notice of Intent to Replace	29
Article 21 Grievance Procedure.....	30
Article 22 Canine Units	32
Article 23 Liability of Officer.....	33
Article 24 Performance Protection.....	34
Article 25 Physical and Psychological Exams.....	34
Article 26 Safer Staffing Levels	35
Article 27 Duration	35
Article 28 Probationary Employee and New Hires.....	35
Article 29 Physical Fitness Test.....	36
Signature Page	37
Side Letter #1 Senior Patrolman Classification.....	38
Side Letter #2 Vacation Balances.....	39
Appendix A Insurance Benefits Schedule	40
Appendix B IOD/Workers' Compensation Providers	41

ARTICLE 1
AGREEMENT

Section 1. Agreement. This Agreement is made between the Township of Austintown, hereinafter referred to as the "Township," and the Austintown Fraternal Order of Police, Lodge No. 126, hereinafter referred to as the "Association." This Agreement is intended to formalize the terms and conditions of employment of police officers approved by the negotiating Committees of the Township and the Association.

Section 2. Purpose. This Agreement is made for the purpose of promoting cooperation and harmonious relations between the Township and its police employees.

Section 3. Legal References. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance or enforcement of any part of this Agreement be restrained by any such tribunal, such invalidation or restraint shall not invalidate or affect remaining portions to persons circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of such invalidation or restraint of any portion or all of this Agreement, the parties to this Agreement shall meet at mutually agreeable times to modify the invalidated portions by good faith negotiations, provided however, that such negotiations shall not be required if the invalidation occurs in the last twelve (12) months of this Agreement.

Section 4. Sanctity of Agreement. No changes in this Agreement shall be negotiated during the duration of this Agreement unless there is a written accord by and between the parties hereto to do so, which written accord shall contain a list of those matters to be the subject of such negotiations. Any negotiated changes to be effective and incorporated in this Agreement must be in writing and signed by the parties.

ARTICLE 2
RECOGNITION

Section 1. Recognition. The Township hereby recognizes the Austintown Fraternal Order of Police, Lodge No. 126, as the sole and exclusive bargaining agent of all sworn Police Officers (hereinafter "Officers") of the Township, for the purposes of collective bargaining on any and all matters related to wages, hours and working conditions of all officers in the bargaining unit. The bargaining unit shall include all sworn police officers now or hereafter employed by the Township, excluding the Chief of Police.

Section 2. No Strike/No Lockout. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, and inasmuch as the Township and the Association recognize and agree that uninterrupted services of the police employees are essential to public health, safety and welfare,

THEREFORE:

- A. The Association agrees that it, its officers, agents, representatives and members SHALL NOT, directly or indirectly, call, authorize, instigate, cause, aid, condone, sanction, finance, participate and/or assist in any way in any strike, work stoppage, slowdown,

walkout, concerted "sick" leave, mass resignation, picketing or interference of any kind of any operation of the Township by its members or other employees of the Township. The Association shall at all times cooperate with the Township in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of this provision. In the event any violation occurs, the Association shall immediately notify all employees that the strike, slowdown, picketing, work stoppage, or other interference at any operation of the Township is prohibited by this Agreement and by Ohio law and that such activity is not in any way sanctioned or approved by the Association. Furthermore, the Association shall also immediately order all employees to return to work at once.

- B. The Township agrees that neither it, its officer, agents, representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of any employees for the duration of this Agreement.
- C. In the event any other employee or group of employees of the Township engages in any interruption of the Township's business by way of strike or work stoppage of any kind, Officers of the Association shall come to work and/or continue to do their work. Where any Officer desires to come to work but is fearful of his/her safety due to the strike or work stoppage activities of other employees, he or she will call his or her first level of supervision that can be reached, express his or her concern and request assistance in coming to the workplace.
- D. The parties specifically intend this section to survive the expiration or termination of this Agreement. This section is not an express or implied acquiescence by the Township that Officers have the right to strike under Ohio law.

Section 3. Agency Shop/Dues Deduction. Within thirty (30) days of the execution of this Agreement, all Officers in the bargaining units shall either become dues paying members of the Association, or, as a condition of continued employment, remit dues to the Association a fair share fee in accord with the provisions of the Ohio Revised Code Section 4117.09(C). Any newly hired Officer in the bargaining unit shall, within sixty (60) days of date of employment, either elect to become a member of the Association, or remit the fair share fee. As provided in Ohio Revised Code Section 4117.09(C), nothing in this article shall be deemed to require any Officer to become a member of the Association.

The Township agrees to deduct Association dues and fees from any Officer who provides written authorization for a payroll dues and fees deduction. The Association shall indemnify the Township and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the Township in complying with the provisions of this Article. Furthermore, the Association shall comply in all respects with the requirements of Ohio Revised Code Section 4117.09(C).

ARTICLE 3 **NONDISCRIMINATION**

Section 1. Nondiscrimination. Neither the Township, its agents, agencies, or officials, nor the Association or its agents, or officers, will unlawfully discriminate against any Officer on the

basis of age, sex, marital status, race, color, religion, national origin, political affiliation, disability, ancestry, military status, veteran's status, genetic information, or for the purpose of evading the spirit of this Agreement. The Township agrees not to interfere with the desire of any sworn police officer to become or remain a member of the Association. The Fraternal Order of Police shall not interfere with any person choosing not to be a member of the Fraternal Order of Police.

Section 2. Gender reference. All references in this Agreement to males shall be construed to be equally applicable to females.

ARTICLE 4 **TOWNSHIP RESPONSIBILITIES**

Section 1. Township Responsibilities. Except to the extent otherwise limited or modified by this Agreement, the Township retains the right and responsibility:

- A. To direct the work of police officers;
- B. To determine the mission of the police department and the personnel, methods, means and procedures necessary to most efficiently fulfill that mission;
- C. To determine the size and composition of the work force;
- D. To suspend, demote, discipline, or discharge Officers for just cause;
- E. To take actions as may be necessary to carry out the mission of the department in emergencies;
- F. To hire, schedule, transfer and assign Officers in accordance with law and the provisions of this Agreement;
- G. To recruit, select and determine the qualifications and characteristics of new Officers;
- H. To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient governmental operations;
- I. To train or retrain Officers as appropriate;
- J. To do all other things which the Township Trustees deem necessary and proper in the operation and management of the police department.

ARTICLE 5 **MEETINGS**

Section 1. Meetings. The Township Trustees, or at the instance of the Trustees, the Chief of Police or Township Administrator, will meet as often as the parties deem necessary.

Section 2. Good Faith. The Township agrees to make a good faith effort to keep the Association informed of all matters having an effect upon the employment relations and/or working conditions of Officers.

ARTICLE 6
SENIORITY

Section 1. Seniority. Seniority is the total service of a member as a sworn officer with the Township, including such other service mandated under the statutes of the State of Ohio. Total service shall include all periods of continuous service during which a member was in full-time service. There shall be two kinds of seniority recognized; Departmental and Job Classification. Departmental seniority is the total service with the department. Job Classification seniority is the total service in rank.

Section 2. Vacations and Compensatory Time. For purposes of scheduling vacations and compensatory time (also called A-T time), Officers with the greatest departmental seniority shall be given priority of preference.

Section 3. Reduction in Force. When a reduction in force is to be made within the force, the Officer with the least departmental seniority shall be the first laid off. Such Officers shall remain on a layoff list for two (2) years, and the Township shall recall from that list in the reverse order in which the Officers were laid off, before hiring anyone else. Officers recalled from the list shall report for duty within fourteen (14) days from the date notification of recall is mailed or forever waive their right to be recalled. If a full-time Officer(s) is laid off, the Township agrees not to use Reserve Officers to fill the turn. No Reserve Officer shall be used (other than what is presently required to maintain reserve status) if and when any full-time Officer is on layoff.

Section 4. Holiday Work. If during a holiday the Chief of Police decides that not all Officers who are scheduled to work are needed, he shall determine who will work on the basis of seniority by Job Classification by providing the most senior Officers the first opportunity to select or reject such work.

Section 5. Bid Turn. Shift assignments shall be made on the basis of seniority in rank and may be bid monthly with all such bid turns being subject to change by the Chief of Police, when required by an emergency or under such circumstances that justify the change based on a rational operational need or required to assure minimum staffing or in order to assure one (1) Sergeant and one (1) Lieutenant on a turn.

The Trustees and Association Lodge 126 may select a committee from its membership of no more than three (3) Officers to work with the Chief of Police to discuss with and resolve problems that might arise over scheduling and bid turn practices.

ARTICLE 7
COMPENSATION

Section 1. Pay Ranges and Rates. The following pay schedule will be the pay rate paid to Officers during the term of this agreement:

Effective April 1, 2014 (3%)

<u>Classification</u>	<u>Service Time</u>	<u>Rate of Pay</u>	<u>Annual Salary</u>
Patrolman	Entry	\$19.88	\$41,356.89
Patrolman- Step 1	After 1 year FT	\$20.63	\$42,907.77
Patrolman- Step 2	After 2 years FT	\$21.37	\$44,458.65
Patrolman- Step 3	After 3 Years FT	\$22.12	\$46,009.54
Patrolman- Step 4	After 4 Years FT	\$22.87	\$47,560.43
Patrolman- Step 5	After 5 Years FT	\$23.61	\$49,111.31
Patrolman- Step 6	After 6 Years FT	\$24.36	\$50,662.19
Patrolman- Step 7	After 7 Years FT	\$24.85	\$51,696.11
Senior Patrolman	After 15 Years FT	\$26.10	\$54,288.42
Sergeant		\$29.24	\$60,822.74
Lieutenant		\$32.72	\$68,064.05

Effective April 1, 2015 (2%)

<u>Classification</u>	<u>Service Time</u>	<u>Rate of Pay</u>	<u>Annual Salary</u>
Patrolman	Entry	\$20.28	\$42,184.03
Patrolman- Step 1	After 1 year FT	\$21.04	\$43,765.93
Patrolman- Step 2	After 2 years FT	\$21.80	\$45,347.83
Patrolman- Step 3	After 3 Years FT	\$22.56	\$46,929.73
Patrolman- Step 4	After 4 Years FT	\$23.33	\$48,511.63
Patrolman- Step 5	After 5 Years FT	\$24.08	\$50,093.53
Patrolman- Step 6	After 6 Years FT	\$24.85	\$51,675.43
Patrolman- Step 7	After 7 Years FT	\$25.35	\$52,730.03
Senior Patrolman	After 15 Years FT	\$26.62	\$55,374.18
Sergeant		\$29.82	\$62,039.19
Lieutenant		\$33.37	\$69,425.33

Effective April 1, 2016 (2.5%)

<u>Classification</u>	<u>Service Time</u>	<u>Rate of Pay</u>	<u>Annual Salary</u>
Patrolman	Entry	\$20.79	\$43,238.63
Patrolman- Step 1	After 1 year FT	\$21.57	\$44,860.07
Patrolman- Step 2	After 2 years FT	\$22.35	\$46,481.52

Patrolman- Step 3	After 3 Years FT	\$23.12	\$48,102.98
Patrolman- Step 4	After 4 Years FT	\$23.91	\$49,724.42
Patrolman- Step 5	After 5 Years FT	\$24.68	\$51,345.87
Patrolman- Step 6	After 6 Years FT	\$25.47	\$52,967.32
Patrolman- Step 7	After 7 Years FT	\$25.98	\$54,048.29
Senior Patrolman	After 15 Years FT	\$27.29	\$56,758.54
Sergeant		\$30.57	\$63,590.17
Lieutenant		\$34.20	\$71,160.96

Section 2. Senior Patrolman. A Patrolman with fifteen (15) completed years of service with Austintown Township shall be known as a Senior Patrolman. At any time, there only shall be five (5) Senior Patrolmen, so that the five (5) most senior shall qualify in the event there are more than five at any one time.

Section 3. Detective Classification. All Detectives shall work a probationary period of not less than six (6) months nor more than one (1) year. Advancement within the Detective classification for Officers adequately performing the job shall be as follows through the rank of Detective Sergeant. Officers entering the detective division shall be paid at the senior Patrolman's rate or the Sergeant rate if the officer enters the detective division already holding the rank of Sergeant.

ENTERING RANK TIME REQUIRED FOR PROMOTION

Detective

1. Serve a probationary period of not less than six (6) months nor more than one (1) year. If the Officer returns to the Blue Division within the year, the Officer shall be paid the hourly rate of a Patrolman.
2. Serve as a Detective for a period of up to three (3) years and upon satisfactory performance, promotion to Detective Sergeant. If the Officer is not then promoted to Detective Sergeant, the Officer shall be informed by the Chief of the reasons for the failure to promote, and if disputed, may file a grievance at Step Two of the Grievance Procedure.

Detective Sergeant -This is the Middle classification of Detective

Upon approval of the Chief of Police and at the request of the Officer, an Officer in the Detective classification shall be permitted to return to the Blue Division, and after returning to the Blue Division, shall be compensated at the Patrolman rate of pay.

Detective Lieutenant – This is the senior classification of Detective

Upon approval of the Chief of Police and at the request of the Officer, an Officer in the Detective classification shall be permitted to return to the Blue Division, and after returning to the Blue Division, shall be compensated at the Sergeant's rate of pay.

Section 4. Preservation of Rank. During the term of this Collective Bargaining Agreement, the Trustees agree to preserve the following ranks: three (3) Lieutenants in Blue, one (1) Detective Lieutenant and six (6) Sergeants in Blue. No officer who presently holds rank shall be reduced in rank other than for disciplinary reason. The Trustees shall be permitted to reduce rank by attrition down to the numbers they agreed to preserve. Should a position of Lieutenant or Sergeant become vacant, for any reason, then the Trustees agree to promote within the department in order to ensure the preservation of rank as agreed herein. This provision is not intended to prohibit the Trustees from otherwise laying off persons if required. The Chief of Police may make lateral transfers without loss of rank by the transferred Officers.

Section 5. Normal Work Periods. Eight (8) consecutive hours per day which shall include a thirty (30) minute paid lunch period shall constitute a normal work day. Forty (40) hours per week shall constitute a normal scheduled work week based on five (5) eight (8) hour days and two (2) days off. In the event that overtime is scheduled for an Officer on a day other than the normal scheduled work week, then such day shall be compensated at the overtime rate.

If an Officer is called out for duty on a nonscheduled work day, the Officer shall receive a minimum of two (2) hours overtime pay.

Section 6. Hours of Work. An Officer shall be paid for one (1) hour of work at the appropriate rate of pay for each full hour worked or part of any hour worked that is thirty (30) minutes or more.

Section 7. Off Duty Pay. In the event that an Officer, while off duty and not on the payroll of any other employer, performs police work resulting in the arrest of an individual(s) for a felony, misdemeanor 1 or misdemeanor 2, and the Officer performs the necessary paperwork incidental thereto, the Officer shall be paid for such time at the overtime rate.

Section 8. Problem Oriented Policing (P.O.P.) Classification. An officer entering Problem Oriented Policing (P.O.P.) Unit shall work a probationary period of one (1) year. If the officer returns to the blue division, during probation, the officer shall be paid the hourly rate of Patrolman.

After an officer completes a one (1) year probationary period upon the approval of the Chief of Police, and at the request of the officer, an officer shall be permitted to return to the blue division and shall be compensated at the patrolman rate of pay. Should for any reason the police district administration discontinue the Problem Oriented Policing Unit, the officer shall be returned to the Blue Division and shall be compensated at the Patrolman rate of pay.

<u>Classification</u>	<u>Problem Oriented Policing</u>
Effective April 1, 2014	\$26.10 per hour
Effective April 1, 2015	\$26.62 per hour
Effective April 1, 2016	\$27.29 per hour

Section 9. Detectives on Call. Officers working in the Adult and Juveniles Division, who are required to be on call during off duty-hours, shall each be provided five (5) hours of A-T for each one (1) week period provided they remain on call.

Section 10. Four (4) Day – Ten (10) Hour Shift. Subject to the Chief's discretion, all Officers working in the Detective and Juvenile Divisions may work a four (4) day, ten (10) hour shift. In the event an officer works a four (4) day, ten (10) hour shift, overtime for each day will be paid for hours worked in excess of ten (10) for the work day.

Section 11. Field Training Officer (FTO). During days working as field training officers, the officers shall each be provided one (1) hour of A-T for each eight (8) hours of training logged.

ARTICLE 8 **LONGEVITY**

Section 1. Service Credit. Each Officer hired from the Township's Reserve unit shall receive, in addition to other pay required under this agreement, an annual service credit payment based on PERS credited service. All other officers shall receive service credit based on their actual years of full-time service with Austintown Township. All Officers shall receive overtime hours at the Officer's overtime rate determined by applicable law in an amount of hours which shall equal fifty dollars (\$50.00) for each two (2) years of service up to a maximum of ten (10) years plus an additional one hundred dollars (\$100.00) for each two (2) years of service over ten (10) without limitation.

Entitlement to the appropriate annual service credit will be granted at the first regular pay in December of each year following the date the Officer has completed the required years of active service. Should an Officer leave the department or retire, he shall be paid for his accumulated longevity without the need to wait for the December payment date.

Officers shall also receive such additional service credit as is mandated by state law.

An Officer who loses time because of a leave of absence without pay or a suspension of five (5) days or more shall not receive a year of active service for longevity purposes.

Section 2. Attendance Incentive. Each full time Officer subject to this Agreement, upon qualifying for same, shall be paid an incentive award for work attendance as follows:

Perfect Attendance - \$160.00

One Day of Absence - \$ 80.00

Each Officer subject to this agreement, upon qualifying for same, shall be paid an incentive award for work attendance at the Officer's overtime rate as determined by applicable law in an amount equal the incentive award due.

The incentive award shall be calculated on a semi-annual basis of six (6) consecutive months, from January 1 through June 30 and continuing for each six (6) month period thereafter.

Officers absent from work due to vacation, holiday, funeral leave, military leave, attendance at approved seminars and training functions or due to on duty injury shall not be considered as absent from work for the purpose of this benefit.

ARTICLE 9
OVERTIME

Section 1. Overtime. Overtime shall consist of any time worked in excess of a normal workday or normal workweek, except that for purposes of overtime in excess of the normal workweek sick leave shall not be included as hours worked, as defined in this contract or applicable law.

Section 2. Overtime Compensation. All overtime worked by an Officer shall be paid at a rate of one and one-half (1-1/2) times the Officer's rate of pay as determined under this contract and applicable law for overtime purposes, and shall be paid to the Officer during the pay period in which said overtime is worked.

Section 3. Overtime Scheduling. To the extent practical, good faith efforts will be made to rotate pre-scheduled overtime among qualified Officers. Inability to work overtime due to illness or injury of the Officer, or death in the family, will not require the Officer to charge such time against sick leave or annual leave.

All court time (defined in Article 9, Section 4) and overtime credit in A-T time bank (defined in Article 9, Section 5) shall be credited to A-T time and a ceiling of one hundred sixty (160) hours of A-T time shall be set for each Officer. The Township in its discretion may buy down hours from 160 to 80.

Any hours earned over this 160 hour ceiling must be used by the Officer within thirty (30) days of obtaining the hours. If an Officer does not use the hours accumulated over the 160 hour ceiling, the Chief of Police shall schedule the Officer off work at his discretion until the Officer reaches 160 hours.

Section 4. Court Time. When an Officer makes a court appearance outside of normal working hours, the Officer shall be entitled to a minimum of 2.67 hours (2 hours 40 minutes) overtime credit to his or her A.T. time bank. In the event such Officer is required to remain in court over 2.67 hours (2 hours 40 minutes), the Officer shall be entitled to overtime hours equal to actual hours spent in court added to the member's A.T. time bank. All uniformed Officers and plain clothes Officers must be professionally attired pursuant to the General Orders manual for all court appearances. Officers have the option of receiving pay instead of A.T. after accumulating 80 hours of A.T.

Section 5. A-T Option. At the option of the Officer, overtime hours may be accumulated in the compensatory time bank up to the maximum permitted, rather than paid in accordance with Section 2.

Section 6. Donation of A-T. Any Officer who has accumulated overtime hours in his time bank may, on a voluntary basis, donate any portion of those hours to another fellow officer who by reason of personal misfortune has exhausted pay and benefits of his own.

Section 7. Off Duty Time Between Turns. Except in an emergency declared by the Chief of Police, each Officer shall be allowed eight (8) hours off duty between work turns. Hours worked by an Officer within the eight (8) hour off duty time shall be paid at the overtime rate.

Section 8. Time Change. Notwithstanding the provisions of this Agreement, those Officers working the midnight turn, affected by the time change twice a year, shall be paid a standard rate of pay for an eight (8) hour shift and shall not be entitled to any overtime compensation in October of each year when the time falls back one hour, making it necessary for the Officer to work nine (9) hours.

In April of each year, when the time moves forward one hour, those Officers working the midnight turn shall be paid for eight (8) hours when in actuality they are only working seven (7).

It is understood and agreed that this provision will only affect the overtime compensation relative to the Officers working the midnight turn or that turn on the two (2) days a year affected by the time change. Any other disputes concerning overtime pay will be handled on a case-by-case, individual basis, pursuant to this Agreement.

Section 9. Call Out Procedure. Should an officer need to be called out to work a shift at overtime pay rate, the following shall apply:

- (1) The Turn Commander, upon being notified of an officer reporting off for his/her duty shift, shall determine if someone is to be called out to fill the turn.
- (2) Should a schedule change be appropriate, the preferred method is taking an officer from one shift to another, without the necessity of overtime. This decision is at the discretion of the turn commander on duty.
- (3) Should an officer need to be called out to work a shift at overtime pay rate the following shall apply:
 - A. Lieutenant or Sergeant Replacements.
 1. If a lieutenant or sergeant reports off and it is necessary to replace him/her due to a manpower shortage, and there is a ranking officer remaining on the turn, then a Patrolman shall be called out using the call out procedure for Patrol Officer.
 2. If no ranking officer remains on the turn then attempts are to be made to call out a ranking officer who is scheduled on time off.
 3. If no ranking officer is on time off, a ranking Officer may work a double using seniority in rank as a basis of requesting overtime.
 - B. Patrol Officer Replacements.
 1. Patrol officers who are on scheduled time off from the assigned shift needing a replacement Officer are to be offered the overtime turn in order of department seniority. If this method fails, then supervisors (Lieutenants or Sergeants) who are on scheduled time off of the assigned shift needing a replacement officer are to be offered the overtime turn in order of department seniority.

2. Should a replacement officer still be needed, then other Patrol Officers who are scheduled on time off are to be offered this overtime in order of department seniority, providing it does not involve a double shift. If this method fails, the supervisors (Lieutenants or Sergeants) who are scheduled on time off are to be offered this overtime in order of department seniority, providing it does not involve a double shift.
 3. The next step would be to allow a Patrol officer who is presently working, to work a double shift going by department seniority. If this method fails then a supervisor who is presently working works a double shift going by department seniority.
 4. As a last resort a patrol officer who is scheduled on the preceding shift may be called out to work by department seniority. If this method fails then a supervisor who is scheduled on the preceding shift may be called out to work by department seniority.
- C. All turns shall have a turn commander of the rank of Sergeant or above. If none are available a Sergeant, Lieutenant or Chief of Police can designate a senior Patrolman to be in charge of the turn.
 - D. The turn commander will have the authority to call out additional personnel should it become necessary to maintain law and order.
 - E. A seniority list of all Officers will be posted with each officer giving his/her home telephone number to call and/or a cell phone number(s) to call and indicating the preferred number to be called. Answering machines and voice mail will be given ten (10) minutes for officer response.
 - F. A log shall be kept of times an officer is called for overtime.
 - G. Relief available under this section shall be limited to the right of the aggrieved Officer to be elevated to the top of the overtime call-out list for a call-out for which he agrees to work.

ARTICLE 10

CLOTHING ALLOWANCE

Section 1. Clothing Allowance. All Officers shall receive an annual clothing allowance after their first year of service in the amount of \$600.00 per year. The Trustees shall pay the full cost of outfitting and equipping an Officer in his or her first year of service, except the purchase of firearms which shall be the responsibility of the Officer. However, should the department take an Officer's firearm for the purpose of an investigation, the department will furnish that Officer a firearm until his firearm is returned, unless that Officer is under suspension. At the option of the Officer, the clothing allowance may be used for the purchase of handcuffs, mace, flashlight and such other equipment, as well as clothing, as may be approved by the Chief of Police.

The items may be purchased by the Officer wherever he or she can obtain the best buy, provided that the items purchased meet the standards and requirements of the Township as established by the Chief of Police. All requests for clothing allowance or equipment must be made by November 30 of each year or they will not be authorized and any balance in the allowance will be forfeited.

The Township shall pay to repair or replace any loss or destruction of an employee's uniform at the time of the loss.

ARTICLE 11
INSURANCE

Section 1. Medical Insurance. The Employer shall provide coverage to all full-time bargaining unit members represented by FOP comprehensive major medical/hospitalization health care insurance and ancillary coverage pursuant to the plan selected by the insurance committee under this article. The applicable plan offering(s) shall be reduced to writing and appended to the agreement as Appendix A. The eligible employee may select coverage (i.e., single, two-party, family, etc.) subject to the plan offerings.

Section 2. Contribution Rates for Township Coverage. The parties shall continue to contribute to insurance in the same manner as was being done on December 31, 2009, until July 1, 2011. Effective July 1, 2011, the parties shall contribute the following amounts toward the monthly premiums for health care and ancillary coverage (e.g., dental, visions, etc.) provided by the Austintown Township Board of Trustees as follows:

<u>PPO Plan Coverage</u>	<u>Employer</u>	<u>Employee</u>	<u>Total Base Contribution</u>
Single Contribution	\$ 379.80	\$ 42.20	\$ 422.00
Employee/Child(ren)	\$ 694.80	\$ 77.20	\$ 772.00
Employee/Spouse	\$ 795.60	\$ 88.40	\$ 844.00
Family Contribution	\$ 1,120.50	\$124.50	\$1,245.00

<u>HSA Plan Coverage</u>	<u>Employer</u>	<u>Employee</u>	<u>Total Base Contribution</u>
Single Contribution	\$292.55	\$32.51	\$325.00
Employee/Child(ren)	\$538.44	\$59.83	\$598.27
Employee/Spouse	\$586.08	\$65.12	\$651.20
Family Contribution	\$862.96	\$95.89	\$958.85

Should the plan costs exceed the total base contribution amounts set forth above, the participating employee shall be required to contribute fifty percent (50%) of the amount in excess of the total in order to continue participation.

Section 3. Township HSA Contributions. The Township will establish an HSA account for each bargaining unit member covered by its HSA plan and contribute the following annual amounts to each member's respective account based upon the applicable coverage:

	<u>Annual Contribution Amount</u>	
	<u>\$2,000/\$4,000 Plan</u>	<u>\$4,000/\$8,000 Plan</u>
Single Coverage	\$1400.00	\$1730.00
Employee/Child(ren) Coverage	\$2800.00	\$3460.00
Employee/Spouse Coverage	\$2800.00	\$3460.00
Family Coverage	\$2800.00	\$3460.00

Annual contributions shall be credited to the Employee’s HSA account effective January 1 of each year. Any employee that separates from service with the Employer during the course of the year shall have his annual contribution prorated on a monthly basis so that any overpayment amount is deducted from the employee’s final severance check. Employees may elect to supplement the above Township contribution, subject to the IRS maximum limits, through the execution of a pre-tax payroll deduction form.

Section 4. Carrier Changes for Township Coverage. If, during the life of this agreement it becomes necessary for the Employer to change carriers, the Employer agrees to provide notice to the Union through the Insurance Committee in advance of such action.

Section 5. Insurance Committee/Insurance Changes for Township Coverage. The Union agrees that the Employer shall create and maintain an insurance committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and recommending benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the Township bargaining units having members receiving insurance benefits through the Township insurance plan, one (1) or two (2) representative of the Board/designee, whichever is needed for an odd number, and one (1) representative of the Township Clerk/designee. The insurance committee shall have the authority to approve program coverage changes, recommend alterations to benefit levels, and/or recommend adjustments to coverage levels through majority vote.

The Committee may recommend any of the following options:

- A. To keep the same plan and pass on any cost increase above the levels set forth in Section 2 of this article to the parties; or
- B. To change the plan and alter the benefit levels so that there is no increase in the cost of the plan; or
- C. To change the plan and alter the benefit levels and, if there is an increase in the cost of the plan above the levels set forth in Section 2 of this article, pass that increase along to the parties.

Section 6. Committee Recommendations for Township Coverage. Recommendations of the committee cannot be unilaterally changed by the Township. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee makes no recommendation by June 1 or thirty (30) days prior

to renewal for the following plan year, the Township may unilaterally adjust the benefit levels if required to stay within the costs set forth in Section 3. If the committee is going to recommend that the Township go out for bid for the following year, the committee must provide the Township with the necessary information by April 1 preceding the plan year for which bids are taken.

Section 7. Opt Out. An employee may elect to “opt-out” of the Township’s healthcare plan. The employee is eligible to receive one hundred dollars (\$100.00) per month, minus taxes, to be paid biweekly. Proof of other insurance must be submitted to the Township.

Section 8. Employee Costs. Employees shall contribute pre-tax dollars towards the cost of their hospitalization, vision and dental group insurance.

Section 9. Life Insurance. The Township shall provide and maintain in force, by payment of the necessary premiums, life insurance in the amount of fifty thousand dollars (\$50,000.00) for all employees during the term of this Agreement.

Section 10. Retiree Life Insurance. Retired officers are eligible for inclusion in the Township’s group life insurance coverage if such inclusion is allowed by law and if the actual additional cost to the Township, as the result of the retired officer’s inclusion in the group, is calculated by the life insurer or other actuary and the retired officer reimburses the township for this actual additional cost. The “actual additional cost to the Township” is not the per employee rate charged to the township by the life insurer.

Section 11. Dental Insurance Opt-Out. Upon the effective date of this Agreement, all Officers may elect to receive a lump sum payment of \$155.00 in the first pay period of December of each year or elect to receive continued coverage as described above. Any Officer selecting a lump sum payment shall not be permitted to reenter the plan for the duration of this Agreement. Any officer electing to receive dental insurance must remain in the plan for the duration of this Agreement.

Section 12. Coverage Continuation Options for Township Coverage.

- A. Your individual and your family coverage terminates on your last day of work when you cease to be an employee of the Township. When you cease work because of a leave of absence, your individual and your family coverage terminates on the last day of the month in which you last worked. You have the privilege of continuing your Medical Insurance coverage for the number of months prescribed by law if the full premium payment is made in advance to the Township. You have thirty-one (31) days from the end of the continuation period to convert to an individual policy with the insurance company. Coverage is strictly between the insurance company and the former employee.
- B. If you cease work because of layoff, the following provisions will be applicable to your coverage under the benefit programs. Your individual and your family Medical Insurance will be continued during such layoff up to a maximum of six (6) months from the end of the month in which you last worked. If you have not returned to work at the end of such period, your individual or your family medical coverage terminates subject to the “Continuation” and “Conversion Privilege” described above.

- C. If you cease work because of a non-occupational disability, your individual and your family medical insurance will be continued during absence due to such disability up to a maximum of three (3) months from the end of the month in which you last worked.
- D. If you cease work because of occupational disability your individual or your family medical insurance will be continued during absence due to such disability, up to a maximum of twelve (12) months from the end of the month in which you last worked but in no event more than the end of the month for which statutory compensation payments terminate.
- E. If you return to work following an absence on account of layoff, leave of absence, or disability during which your coverage under the insurance programs shall have terminated, all your coverage under the insurance programs will be reinstated on the date you return to work.

Section 13. Refractive or Laser Eye Surgery. The Township will pay the necessary costs for refractive or laser eye surgery only to officers to the extent not covered by insurance benefits and only up to an amount equivalent to the discounted cost pursuant to any discounts offered by the Township's insurance provider. Refractive or Laser Eye Surgery will not be provided to family members unless it is covered by Township insurance.

Section 14. The parties recognize that employee affordability under the Affordable Care Act (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 nine and one-half percent (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.

ARTICLE 12
RETIREMENT AND DISABILITY PENSIONS

Section 1. OPERS Payments. The Township shall continue payments into the pension system (OPERS) at the applicable rate, as set by the administrators of the system and as required under state law.

ARTICLE 13
HOLIDAY

Section 1. Holidays. Full-time bargaining unit members are entitled to receive eight (8) hours of pay (i.e., holiday pay) for the following recognized holidays:

- | | |
|---------------------------|------------------------|
| 1. New Years Day | 1st Day in January |
| 2. Martin Luther King Day | 3rd Monday in January |
| 3. Presidents Day | 3rd Monday in February |
| 4. Memorial Day | Last Monday in May |
| 5. Independence Day | 4th Day of July |

- | | |
|-----------------------|------------------------------|
| 6. Labor Day | 1st Monday in September |
| 7. Columbus Day | 2nd Monday in October |
| 8. Veterans Day | 11th Day of November |
| 9. Thanksgiving Day | 4th Thursday in November |
| 10. Christmas Eve Day | 24 th of December |
| 11. Christmas Day | 25th of December |

Holiday pay shall be paid on the basis of the hourly pay rates provided in Article 7.

Section 2. Holiday Compensation. In addition to holiday pay if an Officer works on a paid holiday, said Officer shall be paid for all hours worked at the rate of one and one-half (1-1/2) times his or her regular hourly base rate. In order to be eligible for holiday pay, an Officer must work his or her scheduled day before and his or her scheduled day after the holiday, unless, however, the Officer furnishes satisfactory medical proof to the Chief of Police that he/she was unable to work such days.

ARTICLE 14
VACATIONS

Section 1. Entitlement. The vacation schedule shall be as follows:

<u>Completed Years of Service</u>	<u>Paid Days Off</u>	<u>Hours</u>
Less than one (1) year	0	0
One (1) to six (6) years	10 (two weeks)	80 hours
Seven (7) to twelve (12) years	15 (three weeks)	120 hours
Thirteen (13) to nineteen (19) years	20 (four weeks)	160 hours
Twenty (20) years or more	25 (five weeks)	200 hours

Vacation is credited each bi-weekly pay period for each hour of actual paid time or 2080 hours, which ever is less, at the rates set forth below

<u>Annual Vacation Entitled To</u>	<u>Credited for Pay Period</u>
80 hours	.0385 per hour of actual paid time
120 hours	.0577 per hour of actual paid time
160 hours	.0769 per hour of actual paid time
200 hours	.0962 per hour of actual paid time

Section 2. Taking Vacation Leave. Officers may take vacation leave to which they are entitled beginning the first full pay period following the date they complete the required years of service. Vacation anniversary dates shall be established for each full-time officer hired prior to September 1, 2014, in accordance with his credited OPERS time. Effective September 1, 2014, years of active service shall include all service time as is mandated under state law for all officers hired from the Township's Reserve unit. Officers hired from outside the Township's Reserve unit shall only receive years of Vacation credit for years of service with Austintown Township and will not receive Vacation service credit based on any OPERS credited time with any other public employer.

Section 3. Unused Vacation Time. Unused accumulated vacation will be paid at the time of such separation to any Officer who leaves the employ of the Department for any reason or is laid off. Unused accumulated vacation time will be paid to the surviving spouse, a surviving child who is eighteen (18) years of age or older, or a surviving parent in accordance with Ohio Revised Code section 2113.04 or the estate of any employee who dies. Any Officer who transfers to another agency within the Township shall also have transferred to his credit any unused accumulated vacation time.

Section 4. Vacation Pay. Vacation pay will be computed at the appropriate rate earned by the Officer at the time vacation is actually taken.

Section 5. Prior Unused Vacation Time. After twenty (20) years of service an officer may convert up to two (2) weeks (80 hours) of vacation leave to cash or wages for a maximum of three (3) years. Otherwise, vacation time must be taken in the year of entitlement unless otherwise agreed upon by the Chief of Police.

Section 6. Single Vacation Days. Vacation time up to two (2) weeks (10 working days) may be taken one day at a time upon approval of the Chief of Police and obtained seventy-two (72) hours in advance.

Section 7. Vacation Carryover. Vacation leave shall be taken by an employee between the year in which it was accrued and the next vacation anniversary date. Up to one (1) week of vacation time may be carried over for use prior to the following vacation anniversary date.

ARTICLE 15 **LEAVE**

Section 1. Sick Leave.

- A. All Officers shall earn sick leave at the rate of four and six-tenths (4-6/10) hours with pay, for each eighty (80) hours of service, except that sick leave shall not be earned for those hours spent on sick leave. Unused sick leave shall be cumulative without limit. Paid sick leave shall be deducted from an Officer's accumulated sick leave credit on the basis of actual regularly scheduled time (hour by hour) absent. An Officer who sustains a service-connected injury shall not be required to exhaust accumulated sick leave before being entitled to apply for benefits under Worker's Compensation (subject to any requirements of state law). In the event the rate of the accumulation of sick leave is increased for the benefit of public employees or police officers by the Ohio Legislature, members shall earn sick leave in accordance with such new statutory enactments. After an Officer is off on sick leave for three (3) consecutive days, the Township may require medical certification of the officer's fitness for duty.
- B. Thirty-five percent (35%) of unused accumulated sick leave shall be paid to an Officer upon retirement, or to the surviving spouse or estate of any Officer who dies, or to an Officer who separates from employment with Austintown Township for a good cause up to a maximum of one hundred (100) days.

This thirty-five percent (35%) of unused accumulated sick leave to a maximum of one hundred (100) days (800 hours) shall be reduced at retirement by any sick leave the officer elected to convert to Earnable Salary or wages and/or cash. Each officer is entitled to make such conversion election of up to a maximum of one hundred twenty (120) hours each year for a maximum of three (3) years but only after twenty (20) years of service. Such conversion to Earnable Salary and/or cash is further limited by the thirty-five percent (35%) of unused accumulated sick leave in that three hundred forty-three (343) accumulated hours are needed to convert one hundred twenty (120) hours at the time the conversion takes place. It is the intent of this preceding language that no officer shall receive more through the three (3) year conversion option than the officer would have received at retirement had the officer not elected to do a conversion prior to retirement. Therefore, an officer who elects to maximize his conversion of one hundred twenty (120) sick hours for three (3) years to Earnable Salary shall have the one hundred (100) day maximum reduced to fifty-five (55) days or four hundred forty (440) hours at retirement.

- C. Unused sick leave accumulated prior to the effective date of this Agreement shall be retained and taken at such times and in such amounts as provided in this Agreement.
- D. Such leave shall be granted to Officers for absence from regularly scheduled hours of employment for the following reasons:
 - 1. Personal illness or non-occupational injury of the Officer;
 - 2. Disability due to pregnancy of the Officer;
 - 3. Exposure to contagious disease which would be communicated to other persons;
 - 4. Illness, injury or death to a member of the immediate family of the Officer. Immediate family shall be defined as: spouse, parents, child, stepchild residing or having had resided in household, mother-in-law, father-in-law, grandparents, grandchildren, brother, and sister.
 - 5. Sick leave shall not be granted to Officers for absence from regularly scheduled hours of employment at the Township to the extent the Officer continues to work at other non-Township employment and receives compensation for such work.

Section 2. Leave of Absence. All Officers shall be entitled to one (1) Leave of Absence from the department without pay for a period not to exceed ninety (90) working days, without loss of rank, seniority or previous benefits if the Officer returns at the end of the leave. No more than two (2) Officers shall be on a Leave of Absence at one (1) time, and during the absence of the Officer, the Township may fill the Officer's position with a qualified reserve officer. An Officer may only exercise the right one time during the term of this Agreement and may not exercise this right in order to work at another job.

Section 3. F.O.P. Leave. The President of the Association or his designee shall be entitled to three (3) eight (8) hour days (total 24 hours) time off with pay within the calendar year to attend

to Association collective bargaining matters. Said leave shall be upon the approval of the Chief of Police and not cumulative from year to year.

Section 4. Jury Duty. Officers shall be granted jury duty leave during normal working hours provided that they are served with a lawfully issued subpoena for such duty. There shall be no financial penalty attached to such service in any way. Such days shall not be deducted from any other leave days. The Township may schedule the employee to work day turn and require the Officer to work if he/she is not in court. During the time the officer is on jury duty, the officer shall earn full pay. The Township shall be reimbursed the jury pay.

Section 5. Medical Maternity Leave. In order to qualify for a Maternity Medical Leave (medical leave resulting from pregnancy), the Officer must first make such a request, in writing, to her Department Head within the first three (3) months of her pregnancy. The Officer's personal physician's verification of pregnancy, plus the expected date of delivery, must be included in the written request.

Then, using the Officer's personal physician's date with expected delivery, and with the continuing approval of the Township's doctor and the Officer's personal physician, the Officer may work up to the expected delivery date, depending upon the Officer's medical circumstances and the nature of her job. After six (6) months of pregnancy, medical approval for continuation of working may be required by the Township at any time.

With the commencement of absence due to medical disability resulting from pregnancy, accumulated sick leave may be used in accordance with Township and the Ohio Revised Code. If the Officer does not have accumulated or unused sick leave to cover the entire absence due to Maternity Medical Leave, the Officer will automatically, at the expiration of paid sick leave, be granted unpaid Maternity Medical Leave with the understanding that the Officer must return to work no later than eight (8) weeks after the birth of the child unless the Officer has medical complications. If such medical complications arise, upon receipt of substantiation of such complications from the Officer's personal physician (which must be received within five (5) days of the onset of such complications), Maternity Medical Leave shall be extended until the Officer is physically able to return to work with the appropriate release and approval of her personal physician and the Township's doctor.

During unpaid Maternity Medical Leave Officers will not be entitled to pay. In order to return to work at the end of Maternity Medical Leave, the Officer must provide the Chief of Police with verification from the Officer's personal physician seven (7) days in advance of the return that the Officer has been released to return to work the following week. If an Officer does not report to work within eight (8) weeks with the required medical release (unless her leave has been medically extended), the Officer will be considered to have voluntarily separated from employment.

The Township agrees to abide by the Family and Medical Leave Act, and all established regulations thereof.

Section 6. Personal Days. Each officer shall be permitted two (2) Personal Days per year and unused personal days shall carryover into the next year.

Section 7. Donation of Sick Leave. An officer is permitted to donate sick leave to an officer in need up to a maximum of ten (10) days per year provided the donating Officer has exhausted his A-T bank.

Section 8. Bereavement Leave.

- A. In the event of a death of the employee's spouse, parent, child, stepchild residing or having had resided in household, grandparent, grandchild, mother or father-in-law, brother or sister, person who stood in the place of a parent (in loco parentis) when the employee was a child, the employee shall receive paid bereavement leave of up to three (3) consecutive calendar days, one of which must include the day of the funeral, without using sick leave. Additional leave may be requested under section B.
- B. Request for Additional Days. If the death or funeral occurs beyond thirty (30) miles from the employee's home, or the employee is the guardian of the person identified in section A, the employee may request an increase to five (5) days, with the additional days deducted from the employee's sick leave, upon the approval of the Department Head. Additional bereavement days may be taken if the burial/cremation is delayed beyond the decedent's family's control.

In the event of the death of a brother-in-law, sister-in-law, aunt, or uncle, the employee may request to utilize up to three (3) days of sick leave for bereavement leave.

Such additional days will be deducted from the employee's accumulated sick leave and will not count against attendance incentive or performance evaluation.

ARTICLE 16
INJURED ON DUTY LEAVE & TRANSITIONAL WORK

Section 1.

- A. Injury on Duty Reporting. When a bargaining unit employee is injured in the line of duty, the injured employee shall immediately comply with the following:
1. Follow the Incident Reporting Policies which have been discussed with the Union prior to implementation.
 2. As soon as practically possible, submit a completed and signed internal incident report containing the nature of the injury, the date occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury and any other information supporting the granting of injured on duty leave.
 3. Furnish the Township with a signed Austintown Township Authorization(s) to Release Medical Information relevant to the claim.
 4. In the event the employee seeks medical care the employee shall as soon as practically possible, provide a medical certification from a physician on the list of Township approved providers or in the event of an emergency a physician who

treated the injured worker, as to the injured worker's work-related injury and specifying the injury, recommended treatment, and the employee's inability to return to work, with or without restrictions, as a result of the injury along with an estimated return to work date, with or without restrictions.

- B. Injury on Duty Leave. When a bargaining unit employee is injured in the line of duty while actually working for the Township on regular assignment, and is disabled from his current position of employment for more than seven (7) consecutive days as a result of the work-related injury, the employee may be eligible for Injured on Duty leave (I.O.D), provided that he complete all of the steps required by the Employer to determine eligibility and otherwise adheres to any prescribed course of treatment/transitional work/light duty. The employee shall be paid for the rest of the day of injury and those days going forward from the injury date during the IOD period provided that he satisfies the eligibility requirements of Section 2 and there shall be no loss of benefits provided by this agreement during the period of I.O.D.

Injured on Duty (IOD) pay from the Township is provided in lieu of Temporary Total Benefits from the Bureau of Workers' Compensation but only if the employee obtains medical treatment from a health care provider on the schedule of providers designated by the Township. An employee who chooses to seek treatment from a medical provider who is not included in the Township's schedule of providers will be entitled to any benefits the Bureau of Workers' Compensation will allow. The Schedule of Providers shall be updated on an annual basis, and the Township shall consider adding names of providers to the list based upon a fourteen (14) day advance request of the Union. If there is a dispute regarding the inclusion of a particular provider that cannot be resolved, the Union may elect to file a grievance at Step Two of the Grievance Procedure.

Section 2. Eligibility Requirements. To be eligible for injured on duty leave, the employee shall:

1. Follow the Incident Reporting Policies, which have been discussed with the Union prior to implementation.
2. Submit a completed and signed internal incident report containing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury and any other information supporting the granting of injured on duty leave.
3. Furnish the Township with a signed Austintown Township Authorization(s) to Release Medical Information relevant to the claim.
4. File for Workers' Compensation benefits with the Ohio Bureau of Workers' Compensation and be approved for the receipt of benefits.
5. Provide a medical certification and seek treatment from a physician on the list of Township approved providers opining that the claimant is disabled from employment in excess of seven (7) consecutive days as a result of the work-related injury and specifying

the injury, recommended treatment, and the employee's inability to return to work as a result of the injury along with an estimated return to work date.

Section 3. Healthcare Coverage. An employee's healthcare coverage shall remain in effect during the period that he is receiving IOD benefits.

Section 4. Independent Medical Review. The Township reserves the right to require the employee to have an independent medical examination by a physician selected by and paid for by the Township at any time when the employee is receiving injured on duty leave, and reserves the right to review the employee's status every thirty (30) days.

Section 5. Rate of Pay/Duration of Leave. Leave may be paid at the employee's applicable rate at the time of the injury for a period of three (3) months from the date of injury.

Section 6. Denial of Claim/Reimbursement. If, for any reason, the employee's claim is finally disallowed by the Ohio Bureau of Workers' Compensation, said leave shall cease and the employee shall reimburse the Township for any amounts paid pursuant to this section. The Township may exercise its right to reimbursement through payroll deduction either in paid or accrued time. Any deduction by the Employer shall not exceed more than five percent (5%) of the employee's pay but will not exceed twenty-six (26) pay periods.

Section 7. Concurrent FML/Exhaustion of IOD Benefits. In accordance with the Employer's policy, Family and Medical Leave time is run concurrently with all paid time, including IOD benefits, used for a qualifying condition. An employee that is no longer eligible for IOD benefits shall take his accrued sick, vacation, personal time prior to applying for an unpaid leave of absence or unpaid Family and Medical Leave. This request must be in writing.

Section 8. Transitional Work/Light Duty Program. The Transitional Work Program will be 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.

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.

The Township 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.

If the employee requesting transitional duty was not injured in a work related accident, the employee will be required to provide adequate medical documentation to support the return to work or sign a medical release to enable the Township to obtain medical records related to the injury/medical condition directly from the employee's treating physician.

The Township will determine if the employee is eligible for assignment to the Transitional Work Program. The Township will assign the employee approved for transitional work to an assignment for a period not to exceed sixty (60) calendar days. The assignment of the employee will not cause the displacement of any other employee from any bid position. The transitional

work assignments will fall outside of the bidding processes in the C.B.A. and will be discretionary assignments by the Township. The transitional work assignments will not be permanent jobs and will not be construed as new jobs created for vacancy bidding.

At the end of sixty (60) calendar days, the Township and the employee's medical provider will make a decision as to the employee's availability to return to his/her regular assignment. It will be the expectation of the Township that all employees will make the transition into their regular assignment within the sixty (60) calendar days.

If the employee cannot perform regular assignments at the end of the sixty (60) calendar day limit, the Township may extend the transitional assignments for a period of ten (10) more working days.

An employee that was injured in a work-related incident will not be eligible to return to Injured on Duty status at the expiration of their sixty (60) calendar days of Transitional Duty.

A maximum of two (2) officers are permitted on light duty at any time. Light duty can consist not only of law enforcement related work, but also non-law enforcement related work such as light maintenance work (cleaning or janitorial work, for example) so long as the officer's condition permits.

Section 9. Employee's Return to Work Obligation. As soon as an employee is released to work, with or without restrictions, at any time after injury or during any period of disability directly related to the work-related injury, the employee shall immediately contact his department head or other appropriate personnel to advise of his status and to schedule his return to work. If the employee fails to timely advise his department head or other appropriate personnel of his return to work status, then the employee may be subject to discipline, including but not limited to for being absent without leave.

ARTICLE 17 **HEALTH AND SAFETY**

Section 1. Townships Duties. The Township agrees to furnish, and to maintain in safe working condition, all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each Officer. Officers are responsible for immediately reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the Township.

Section 2. First Aid. Adequate first-aid equipment and training shall be provided at appropriate locations.

Section 3. Prisoner Cages. The Trustees shall continue to maintain prisoner cages in all of its cruisers and to install prisoner cages in any and all cruisers purchased during the term of this Agreement.

ARTICLE 18
PERSONNEL FILES

Section 1. Personnel Files. It is recognized by the parties that the Township may prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the Township. However, every Officer shall be allowed to review his or her personnel file at any reasonable time upon request. If any Officer is involved in a dispute about which matters in his personnel file may be material, any Association representative will also be granted access to the Officer's personnel file at reasonable times where such access is authorized in writing, in advance, by the employee-Officer.

Section 2. Inaccuracies. For the duration of this Agreement, and any extension thereof, if an Officer, upon examining his or her personnel file, has reason to believe that there are inaccuracies in those documents to which he or she has access, the Officer shall write a memorandum to the Chief or his appropriate representative explaining the alleged inaccuracy. If upon investigation, the Chief or his representative sustains such allegations, he shall do one of the following:

- A. The Officer's memorandum shall be attached to the material in question and filed with it and the Chief, or his representative, may note thereon his concurrence; or
- B. The Chief, or his representative, shall remove the inaccurate material from the personnel file if he feels that its inaccuracies warrant such removal.

Section 3. Clarification. For the duration of this Agreement and any extensions thereof, any new material placed in an Officer's personnel file, after the effective date of this Agreement, may be reviewed. If such material is not inaccurate (see Section 2 above) but the Officer feels that clarification of the circumstances surrounding the writing of such material is necessary, the Officer may submit to the Chief or his representative a written clarification or explanatory memorandum not to exceed one (1) page in length. Should such memorandum not contain derogatory or scurrilous matter regarding the administration or any other employees, the Chief or his representative will immediately arrange to have such memorandum attached to the material to which it is directed and placed in the Officer's personnel file.

Section 4. Privacy. Unless otherwise provided by law, and except as otherwise provided in this article, and except for the Chief of Police, Trustees, and/or Township Administrator, such files shall not be available for review by anyone without the prior, written authorization by the Officer whose file or information therein is requested. Further, no information in an Officer's personnel file will be shared with anyone outside of the Township except for name, place of employment, date of employment and job classification, without the prior written authorization of the Officer involved.

ARTICLE 19
MISCELLANEOUS

Section 1. Departmental Rules. Copies of the General Orders Manual shall be distributed to all Officers of the Police Department.

Section 2. Filling the Turn. In the event that Officers report off creating a vacancy in either the daylight, afternoon, or midnight turns, the decision as to filling the vacancy will be as per written departmental procedures.

Section 3. Scheduling. The Trustees shall, whenever possible, make schedule accommodations for Officers who are seeking to further their education. The degree and the extent of the accommodations shall be worked out between the Officer involved and the Chief of Police with the understanding that reasonable accommodations shall not be denied the Officer, and further that undue hardship or unnecessary disruption to the normal operation of the department shall not be caused by reason of the scheduling of such Officer.

Section 4. Ammunition. All Officers shall annually be entitled to the renewal of ammunition carried on their person. In addition, the Trustees will pay for up to one hundred (100) rounds of ammunition for practice firing.

Section 5. Officer Rights. When an Officer is to be interviewed or questioned concerning a complaint or allegation of misconduct, the Officer will be informed of, prior to the interview, the nature of the investigation and whether the Officer is the subject of the investigation or a witness in the investigation. If the Officer is the subject of investigation, the Officer will also be informed of the specifics of each complaint or allegation against him or her. The Austintown Township Police Department will make reasonable efforts to conduct interviews during an Officer's regularly scheduled working hours. In any event, Officers will be in on-duty paid status for the duration of all interviews.

Prior to an interview or questioning which might reasonably lead to disciplinary action, the Officer shall be advised of his or her rights to union representation, and if the Officer so requests, the union representative shall be provided before the interview and investigation proceeds. This right of representation shall apply except for unusual situations in which the interview or questioning must take place immediately. Subject to the foregoing, no interview or questioning will occur until the Officer has a reasonable opportunity (unless otherwise agreed, not to exceed two (2) hours if the interview/questioning is scheduled between 8:00 a.m. and 6:00 p.m.; if the interview/questioning is not scheduled prior to 6:00 p.m., then it will take place at noon the following day) to secure such representation. This right does not extend to performance evaluation interviews or meetings the purpose of which is solely to inform the Officer of intended disciplinary action. The role of the Association representative in such interview or questioning will be to serve as the Officer's adviser; the representative is not permitted to question or make any statement except to the Officer he is advising.

An Officer who is to be interviewed, questioned, or tested concerning the Officer's performance or fitness for office shall be informed that the interview, questioning or test is part of an official investigation and that the Officer is subject to disciplinary action, including dismissal, for failing to answer the questions. Before an Officer may be subject to a charge of insubordination or like offense for refusing to answer questions honestly and participate in an investigation, he or she shall be advised that such conduct may be the basis for such a charge. The Officer will be advised that the answers may not be used against him or her in criminal proceedings. Evidence obtained in the course of an internal investigation through the use of administrative pressure, threats, coercion, or promises shall not be admissible in any such subsequent proceedings. If, during the investigation, it is believed the Officer has knowledge of, or has participated in, any

act which violates the criminal laws of the United States, the State of Ohio or any of its political subdivisions, the Officer shall be advised of all constitutional and other legal rights applicable. The interview shall be conducted in a professional manner, with questions posed by one investigator at a time.

Reasonable breaks for necessities will be permitted and questioning will not exceed fifty (50) minutes without a ten (10) minute break unless waived by the Officer. If a tape recording or transcript of the interview or questioning is made, the party making such recording shall advise the other party of such recording or transcription prior to the start of the interview or questioning. A copy of the tape recording or transcript will be provided upon written request of either party and provided within a reasonable time.

The Austintown Township Police Department shall not use a polygraph machine to investigate the truth of statements made by an Officer without the Officer's request in writing and approved by both the requesting Officer and the Chief of Police.

Section 6. Testing.

1. Policy Statement.

Both the Association and the Township recognize illegal drug usage as a threat to the public safety and welfare and to the Officers of the Police Department. Thus, the Police Department will take the necessary steps, including drug testing, to eliminate illegal drug usage. The goal of this policy is prevention and rehabilitation rather than termination.

2. Definitions.

The term "drug" includes cannabis as well as other controlled substances as defined in the Ohio Revised Code, and alcohol.

The term "illegal drug usage" includes the use of cannabis or any controlled substance, which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

The term "drug test" means an urinalysis test consisting of an initial screening step and (CC/MS) utilizing urine samples collected according to procedures and a chain of custody established by the Division Policy on Testing.

3. Notice and Education of Officers Regarding Drug Testing.

There will be a ninety (90) day education and information period prior to the testing under this policy for Officers.

All Officers will be informed of the Police Department's testing policy. Officers will be provided with information concerning the impact of the use of drugs on job performance. In addition, the Township will inform the Officers of the manner in which these tests will be conducted, the reliability of the tests performed, under what circumstances Officers will be subject to testing, what the tests can determine and the consequences of testing

positive for illegal drug use. All new Officers will be provided with this information when initially hired. No Officers shall be tested until this information has been provided.

4. Basis for Ordering an Officer to be Tested for Drug Use

Officers may be tested for drug abuse during working hours under any of the following conditions:

- A. Reasonable Suspicion: Where there is reasonable suspicion that the Officer to be tested is using or abusing illegal drugs. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist, which present a reasonable basis to believe that an Officer is using or abusing illegal drugs. Two (2) examples of where reasonable suspicion shall be deemed to exist are where there has been a serious on-duty injury to an Officer, or another person, the cause of which is otherwise unexplained, and where an Officer, while driving a township vehicle becomes involved in a traffic accident which results in physical harm to persons or property where the circumstances raise a question as to the existence of substance abuse by the Officer involved. The listing of these examples is not intended to exclude other situations, which give rise to reasonable suspicion of abuse.

A supervisor ordering an Officer to take a drug test shall give the Chief of Police, in writing, his/her "reasonable suspicions" and reasons for ordering the test.

- B. Special Assignment: Prior to assignment to the narcotics unit, Internal Affairs or the evidence locker.
- C. Return to Duty from Leave: Upon return to duty after an absence for an unexplained illness or from a thirty (30) day or more disciplinary suspension, or upon re-appointment to the Police Department.
- D. Return to Duty following Treatment: Upon return to duty after participation in a substance abuse rehabilitation program regardless of the duration of the program, the Officer shall be required to undergo three (3) urine tests within the one (1) year period starting with the date of return to duty.
- E. Random Testing: Pursuant to a random drug screening program as may be necessary to comply with the BWC premium discount program.

When the sample is taken, it shall be split with one (1) portion used for testing and the other sample preserved at a mutually agreed upon qualified location.

5. Urine Samples

Specimen collection will occur in an appropriate internal setting and the procedures should not demean, embarrass, or cause physical discomfort to the Officer.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence. The Officer will complete a form indicating the use of all drugs currently being taken and identify the prescribing physician prior to and at the time of the test.

The Officer designated to give a sample must be positively identified prior to any sample being taken.

Specimen samples shall be sealed, labeled and checked against the identity of the Officer to ensure the results match the Officer tested. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab representative.

Upon request, an Officer shall be entitled to the presence of a union representative before testing is administered.

6. Testing Procedure

The laboratory selected by the Township 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.

- (I) Initial screening step, and
- (II) Confirmation step.

The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report will not be considered positive; rather it will be classified as confirmation pending. Where 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 substance other than urine shall be reported as such.

All test results shall be evaluated by suitable trained medical or scientific personnel prior to being reported. All unconfirmed positive test records shall be destroyed by the laboratory.

Test results shall be treated with the same confidentiality as other employee medical records. Test results used as evidence for disciplinary action shall also be entitled to the same confidentiality.

7. Disciplinary Action

Officers who as a result of being drug tested are found to be using illegal drugs may be subject to dismissal. Voluntary submission to a program can be considered prior to imposition of a disciplinary penalty. Officers who are found to be abusing drug(s) which have been legally prescribed or alcohol shall be allowed to enter a substance abuse rehabilitation program and shall not be terminated on the first instance of abuse of legally

prescribed drug or alcohol abuse. Refusal to submit to a drug test, or adulteration of, or switching a urine sample may also be grounds for dismissal.

8. Right to Appeal

An Officer disciplined as a result of a drug test has the right to challenge the results of such drug test through the grievance procedures provided in this Agreement.

9. Voluntary Participation in a Dependency Program

Officers who may be drug dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by Austintown Township. Voluntary assistance should be sought BEFORE the drug abuse affects job performance or endangers fellow Officers or members of the public.

- A. Participation in the Officers' assistance program is voluntary and strictly confidential. Under these provisions, neither the Township administration, the Department, nor any unit or entity within shall have access to the program's files and records. However, the Chief of Police or his designee shall be advised by the assistance program director when an Officer is hospitalized or is an out patient as part of drug dependency rehabilitation. Also, upon written request of the participating Officer, efforts at rehabilitation will be divulged on his/her behalf in cases of disciplinary action.
- B. Should permission to return to duty following rehabilitative treatment be granted, the Officer shall be required to actively continue in a recognized abuse program monitored by the Chief of Police or designee and shall be required to undergo three (3) urine tests within the one (1) year period starting from the date of return to duty. Urine tests will be conducted immediately upon request without delay.
- C. If an Officer returned to duty following rehabilitative treatment again uses illegal drugs, the Chief of Police shall have sole discretion in determining whether the Officer involved shall again have additional rehabilitative treatment.
- D. Illegal drug use or participation in any substance abuse rehabilitation program will not preclude disciplinary action against Officers for any law or rule violation even though such law or rule violation may have been connected in part with drug abuse, and/or even if the rehabilitation program is voluntarily undertaken.

ARTICLE 20
NOTICE OF INTENT TO REPLACE

Section 1. Notice of Intent to Replace. The Township shall notify the Association of its intent to replace retired officers and fill vacancies within a reasonable period of time after any retirement or vacancy occurs in the department, but in no event longer than ninety (90) days.

ARTICLE 21
GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is a dispute between an Officer and the Township involving the interpretation or application of the specific terms of this Collective Bargaining Agreement and/or the interpretation and application of established Rules and Regulations as per General Orders, paragraph 26.1 (Disciplinary Procedure).

The term “days” used in this article shall not include Saturdays, Sundays, or holidays recognized in this Agreement.

A grievance may be commenced by the Officer beginning at Step One. Grievances must be commenced within thirty (30) days following the occurrence that initiated the dispute, or it is forever barred. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the Officer and the Township prior to the filing or starting of the grievance.

Section 2. Step One. If an Officer has a grievance he or she may elect to discuss said matter with his or her immediate supervisor, within three (3) days after the occurrence initiating the dispute. The supervisor shall respond to the Officer within three (3) days from the date that the grievance is started.

Section 3. Step Two. If the grievant is not satisfied with the response of the supervisor given at Step One, the grievant may submit the grievance in writing to the Chief of Police, or his authorized representative, within thirty (30) days after the date of the occurrence initiating the grievance.

When the Chief of Police receives the grievance, the Chief or his authorized representative shall arrange a meeting with the grievant within ten (10) days to discuss the grievance. The Chief shall render his decision in response to the grievance no later than five (5) days after the above prescribed meeting. This decision must be in writing and signed by the Chief of Police or his authorized representative.

If the grievant is not satisfied with the decision of the Chief of Police or his authorized representative, the grievant must then process the grievance to the Township Trustees within ten (10) days.

Section 4. Step Three. Within ten (10) days from receipt of the grievance, the Trustees shall either grant the remedy requested by the grievant or hold a hearing to evaluate and decide the grievance. This hearing shall be attended by the grievant and/or his representative of the Association, the Chief of Police or his authorized representative, and any other person so designated by the Trustees. Within seven (7) days of this hearing, the Trustees shall make a decision in writing and transmit a copy to the Association and the grievant.

Section 5. Arbitration. Within thirty (30) days from receipt of the decision of the Trustees, the grievant may appeal said decision to arbitration by notifying the Trustees in writing. The appeal to arbitration is conditioned on the signed approval of the President of the Association. Within ten (10) days from the receipt of the properly signed appeal for arbitration, the Trustees'

representative shall confer with the grievant or the appropriate representative of the Association to determine if an arbitrator can be mutually agreed upon. If the parties are unable to agree on an arbitrator within three (3) days of their conference, the Trustees and the Association shall jointly request the American Arbitration Association to submit a list of nine (9) names to be selected by the alternate-strike method. The parties shall "flip a coin" to determine who strikes first. The arbitrator shall conduct a hearing on the grievance within sixty (60) days after he or she is selected as arbitrator.

The hearing shall be in Austintown, Ohio. The hearing may be attended by the Trustees or their representative, the Association and its representatives, and the grievant. Attendance of the parties at any meeting or arbitration may be waived by the arbitrator, if requested in writing. The waiver of the attendance request shall be made a part of the Record.

If the question of the arbitrability of the issue is raised, the arbitrator shall rule first on this question. If the arbitrator rules that the grievance is arbitrable, he or she then shall proceed to conduct a hearing on the merits. The arbitrator shall make his or her written decision on the grievance within thirty (30) days after conclusion of the arbitration hearing process. The arbitrator shall be governed by applicable Ohio law in its decision and shall not render a decision which is in conflict therewith regardless of the language of this Agreement.

All costs (i.e., processing fees for arbitration, arbitrator's fees, court reporter fees, transcript fees) shall be borne by the unsuccessful party, with the exception that the costs for witnesses, attorneys, the production of documents, or other fees, whether they be for consultants or otherwise, shall be borne solely by the party which requests such individuals or documents.

The arbitrator's decision shall be final and binding upon the Township, the Association, and the grievant.

Section 6. Time Limits and Forfeitures. If the grievant fails to advance his or her grievance to the next step within the time limitations provided in this article, the decision by the Township's representatives at the previous step shall then be conclusive. If the Township, through its representative and agents, fails to hold a meeting, hearing or file a decision within the time limits provided herein, the grievance shall automatically proceed to the next step. In all steps of the above grievance procedure, the grievant shall be required to prepare the copies of the grievance and the Township shall be required to receipt said copy or copies of the grievance and present said receipted copies to the Association or the grievant.

Time limits for processing the grievance through the various steps imposed on either the grievant or the Township may be waived by mutual agreement of the parties in writing and executed by the parties.

The Grievant, at any time, may withdraw his grievance.

ARTICLE 22
CANINE UNITS

Section 1. Dog Handlers. It is the intent of this provision to provide full compensation as required by the Fair Labor Standards Act to those members who are responsible for the care, feeding, exercising and boarding of a township owned dog.

Once every calendar month each canine officer will be provided with a paid day off. This day off will be connected, if compatible, with scheduling to the beginning or ending of the canine officers' other two (2) days off during a normal work week.

The scheduling of this day off will be done at the discretion of the Lieutenant of the Patrol Division or his or her designee. Canine officers may request a certain day off to fulfill this requirement but the ultimate decision to schedule the day off rests with the Administration of the police district. This is necessary for the effective and efficient operation of the police district.

As further compensation, the Township agrees to provide a marked police unit the officers may use to transport their canine to and from work. It is agreed that the use of this vehicle off duty is restricted and can only be used when the officers are involved in a duty related function.

It is further agreed to that the officers will not have bid turn rights as agreed to for other officers. It is agreed that the canine unit must be allowed to be scheduled when needed and this rests with the Administration of the police district.

Section 2. Additional Township Responsibilities.

1. Township agrees to purchase the necessary type and amount of dog food needed to maintain a healthy dog.
2. Township agrees to pay any and all necessary medical expenses for the dog.
3. Township agrees to provide initial training of officers and dog. Any mandated certification or re-certification for officers or dog will be conducted on departmental time.
4. Township agrees that after a dog has been judged, by mutual agreement, to be unfit for continued police service, the dog handlers' will be sold the dog for one dollar (\$1.00) after at least one (1) year of completed service.
5. Township agrees to pay for housing the dog in a kennel in the event the officers go on vacation out of town equal to that of the officers' approved vacation days per year.

Section 3. Officers' Responsibilities.

1. Officers agree to house dog at his residence.
2. Officers agree to be responsible for health, safety and supervision of the dog on and off duty.

3. Maintenance of the dog to include regularly scheduled veterinarian visits, grooming and bathing will be conducted on the extra day off provided each month in this agreement.
4. Officers agree to stay employed with the Austintown Township Police District for at least five years from the date of completion of basic dog training.
5. Canine officers agree that if they voluntarily leave employment with Austintown Township with the exception of a disability leave, or decide that they no longer wish to be a canine handler prior to the end of the five year period the officers 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 sixty (60) to equal five (5) years. If an officer leaves early, then the number of months remaining from the sixty (60) month commitment would be multiplied by the cost per month. An example of this formula would be the following:

The dog cost \$6,500.00 and the initial training cost \$500.00. The total cost would be \$7,000.00 divided by 60 = \$116.66 per month for every month left on the 5 year commitment. The officers will be exempt from this condition if the dog can be satisfactorily retrained to be used by other officers. The Township will make every effort to train another handler.

6. In the event the dog must be retired with less than five (5) years service, then the handler agrees that if the animal is able it will be used for stud services, the proceeds will be surrendered to Austintown Township.
7. Officers agree to see that the vehicles assigned to them for canine use are properly cleaned and maintained.
8. All canine officers shall receive premium pay equal to five percent (5%) above their normal rate of pay.
9. Every canine officer will be granted two (2) paid training days every calendar month. In case of an emergency, such officer at the Chief's discretion may be required to engage in other police work.

ARTICLE 23 **LIABILITY OF OFFICER**

The Township presently has police liability insurance coverage through a policy with the Ohio Township Association Risk Management Authority, hereinafter OTARMA. The Township agrees either, to continue this coverage, or to pay an officer's legal fees, other legal costs and any judgment against the officer to the same extent that these costs are covered and payable by the present OTARMA police liability policy.

ARTICLE 24
PERFORMANCE PROTECTION

If a bargaining unit member is indicted and/or arrested on a felony charge, that bargaining unit member shall immediately be placed on leave of absence without pay pending the adjudication of the applicable case and related charges. However, the bargaining unit member will be entitled to use accumulated benefits such as accumulated time (A.T.), vacation earned, and sick leave. Prior to the use of sick leave under this provision, a medical slip must be provided in advance.

If said employee is eventually found not guilty of said charges, or is found not guilty in any related administrative proceedings, they shall be returned to duty and made whole for all lost township wages and benefits. Also, for purposes of this provision, if charges are dropped, this shall be deemed as having been found not guilty of criminal charges or any criminal wrongdoings. However, nothing in this provision precludes the township from pursuing administrative charges.

In addition, employees will receive additional compensation at the legal rate of ten percent (10%) of the money that was initially lost in township wages. Bargaining unit members who are off work under this provision are strictly prohibited from working off-duty jobs where any of the powers of a police officer are utilized.

ARTICLE 25
PHYSICAL AND PSYCHOLOGICAL EXAMS

POLICY STATEMENT: Both the Association and the Township recognize that an Officer with a physical or mental condition that affects his ability to perform may constitute a threat to the public safety and welfare and to themselves and the other officers of the Police Department. Therefore, the Police Department will take the necessary action, including physical and psychological examinations, to eliminate the above-described threat. The goal of this policy is prevention and rehabilitation rather than termination.

BASIS FOR ORDERING AN OFFICER TO BE EXAMINED: The Chief may require an Officer to submit to a physical and/or medical examination during working hours under any of the following conditions:

There is a reasonable suspicion that the Officer is incapable of performing the essential function of his job or that the Officer has behaved in a manner that would lead a reasonable person to believe that the officer's continued working as a police officer poses a risk of harm to himself, the public or other police officers. Such reasonable suspicion shall be based upon objective facts or specific circumstances. When the Chief requests that an officer submit to a physical or psychological examination, the Chief shall deliver to the officer, prior to the examination, a writing that articulates the objective facts or specific circumstances that constitutes the township's reasonable suspicion. Examination reports shall be treated with the same confidentiality as other employee medical records. This provision is not intended to excuse the Township from making reasonable accommodations required by law.

OFFICER'S STATUS: An Officer requested by the Chief to submit to a physical or psychological examination shall immediately be placed on administrative leave. If the Chief's

reasonable suspicion is found to be valid in that the officer is unfit for his current assignment, then his administrative leave shall retroactively be changed to Sick Leave. If the Chief's reasonable suspicion is found invalid in that the officer is fit for his current assignment, this entire leave shall be considered Administrative Leave. In the event the Officer is found to be unfit and has no sick leave time, the Officer shall be permitted to use A.T., vacation or other applicable leave. Any Officer who as a result of a physical or psychological examination is found to be suffering from a condition that prevents him from performing the essential functions of his job or which poses a risk of harm to himself, the public, or other Officers shall remain employed so as to be eligible for any available leaves until medically certified as capable of returning to work.

ARTICLE 26
SAFER STAFFING LEVELS

Section 1. The Township will make its best efforts to staff the patrol shifts with five (5) officers. The parties have discussed the uncertainty that surrounds the Township's revenue streams and acknowledged that strict adherence to this article may be unattainable depending on financial circumstances. Accordingly, with this as the premise the parties agree as follows:

When manpower on a shift drops from five (5) officers to four (4) officers as a result of a sick leave call off, an additional officer shall be added to the shift using the prescribed method for overtime callout to bring it to a safer staffing level. The Township agrees to allow the Chief of Police to act at his discretion to call out additional manpower to staff shifts to a safe level. The staffing level will only be increased to accommodate filling the shift in the event of an officer calling in sick or requesting a personal day. The callout procedure will not be used to allow officers to take A-T or vacation days. The Employer shall have the ability to sever this procedure for call-out in the event that it is forced to initiate a layoff within the police department.

ARTICLE 27
DURATION

Section 1. Effective Dates. Except where specifically provided otherwise in the Agreement, this Agreement shall be effective April 1, 2014, and shall continue in full force and effect until March 31, 2017.

ARTICLE 28
PROBATIONARY EMPLOYEE AND NEW HIRES

New hires will be regarded as probationary employees for the first twelve (12) months after their date of hire and will receive no continuous service credit during such period. Probationary employees may file and process grievances under this agreement but may be laid off or discharged as exclusively determined by the Trustees and the layoff or discharge of a Probationary employee is not subject to the grievance process. Probationary employees continued in the service of the Township subsequent to the first twelve (12) months after date of hire shall be credited with continuous service from the date of full-time employment with the police department.

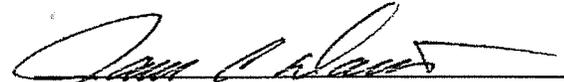
ARTICLE 29
PHYSICAL FITNESS TEST

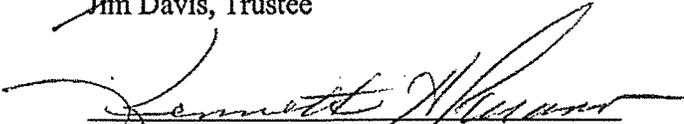
Full time officers within the Police Department may participate in a voluntary physical fitness test. This test will be designed and administered by officers within the Police Department who are certified physical fitness specialists. The testing will be designed on criteria from the Cooper Institute for Aerobics Research and Age and Gender Norms will be used for scoring. All events must be performed as instructed by the persons conducting the testing and participants must compete in all events to be eligible for A.T. credit. The voluntary test will be offered at least two (2) times per calendar year and officers are eligible to earn a maximum of twenty-four (24) hours of A.T. credit per year.

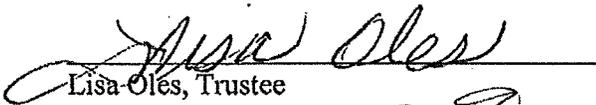
SIGNATURE PAGE

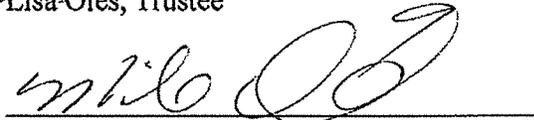
Signed and dated at Austintown, Ohio, on this 27th day of October 2014.

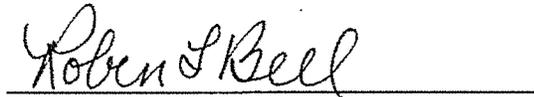
For Austintown Township


Jim Davis, Trustee


Ken Carano, Trustee

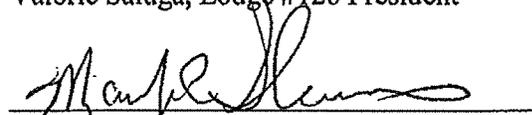

Lisa Oles, Trustee

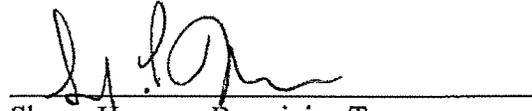

Michael Dockry, Township Administrator

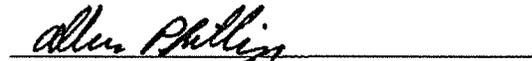

Robin L. Bell, Chief Negotiator
Clemans, Nelson & Associates, Inc.

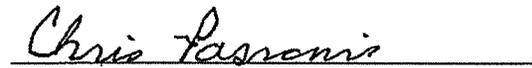
For the Union


Valorie Saluga, Lodge #126 President

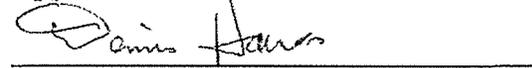

Mark Skowron, Lodge #126 Vice President


Shawn Hevener, Bargaining Team


Allen Philips, Bargaining Team


Chris Pasvanis, Bargaining Team

Approved as to form:


Dennis Haines, Esq.

SIDE LETTER #1
SENIOR PATROLMAN CLASSIFICATION

The parties agree that the senior patrolman rate opportunity shall be temporarily increased to allow one (1) additional officer, the individual having the most seniority but not yet receiving senior patrolman rate, to receive that rate. This shall not be construed as a permanent expansion of senior patrolman rate opportunities beyond the five (5) currently listed in Article 7, Section 2. If any current senior patrolman leaves, no additional opportunities shall be available until such time as there are less than five (5) members receiving the Senior Patrolman Rate.

SIDE LETTER #2
VACATION BALANCES

Any individual who currently carries a vacation balance greater than permitted pursuant to Article 14 as the result of the resolution of the grievance regarding service time credit shall be permitted to carry and use those balances through and until their vacation anniversary date in calendar year 2017.

APPENDIX A
INSURANCE BENEFITS SCHEDULE

APPENDIX B
IOD/WORKERS' COMPENSATION PROVIDERS

Note: The attached list represents the Township's tentative list of approved providers for IOD. Generally this list will be reviewed, finalized, and updated in January of each year. Other modifications and adjustments to the list may occur during the course of the year at the discretion of the Township.

Physicians not on the approved list will be considered on a case-by-case basis. Anyone requesting a physician not on the list must contact the Union so that the request can be forwarded to the Township for consideration.