



Brunswick Hills Township and FOP Lodge 15 - 2015-2017 - Patrol Officers

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
BRUNSWICK HILLS TOWNSHIP (MEDINA COUNTY)
AND
THE FRATERNAL ORDER OF POLICE, LODGE 15
PATROL OFFICERS

EFFECTIVE: JANUARY 1, 2015
EXPIRES: DECEMBER 31, 2017

SERB Case No. 2014-MED-08-1041

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ARTICLE 1 AGREEMENT

This Agreement is made between the Board of Trustees for Brunswick Hills Township, Medina County, Ohio hereinafter referred to as the Employer, and the Fraternal Order of Police, Lodge 15 hereinafter referred to as the FOP. The employee or employees where used herein refers to all regular full- time employees in the patrol officers bargaining unit.

ARTICLE 2 PURPOSE

The purpose of this agreement is to provide a fair and reasonable method by which employees covered by this agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to provide a harmonious relationship for the effective operation of the Township government, and to establish an orderly procedure for the resolution of differences between the Township and the members of the bargaining unit.

ARTICLE 3 RECOGNITION

Section 3.1 Exclusive Representative. The Fraternal Order of Police, Lodge 15 is recognized as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, terms, and other conditions of employment.

Wherever used in this Agreement, the term 'bargaining unit' shall mean the patrol officers unit consisting of all full-time sworn patrol officers probationary and non- probationary, unless otherwise stated in the Agreement. All other employees of the Employer are excluded from the bargaining unit.

The Employer will not recognize any other FOP, organization or person as the representative for any of the bargaining unit members. The Employer shall notify the FOP of any changes in the classification which directly affects the classifications included in this unit, sixty (60) days prior to the effective date of the change or as soon as the changes become known to the Employer, whichever comes first.

Section 3.2 List of Employees. The Employer will provide the FOP with a list of all employees in the classifications covered by this Agreement indicating the employee's starting date of employment. This seniority list will be updated no less frequently than annually, and the Employer will provide the updated list to the FOP no less frequently than annually.

ARTICLE 4 GENDERS AND PLURAL

Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of gender.

ARTICLE 5 HEADINGS

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article or affect interpretation of any such Article.

ARTICLE 6 NON DISCRIMINATION

Section 6.1 Pledge. The Employer and the FOP agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex, or political affiliation.

Section 6.2 Union Membership. The FOP expressly agrees that membership in the FOP is the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 7 MANAGEMENT RIGHTS

Section 7.1 Management Rights. Any and all rights concerned with management of the Brunswick Hills Police Department are the exclusive and sole responsibility of the Township. It is further recognized that the Township has the right to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Township, standards of service, its overall budget, utilization of technology, and organizational structure.
- B. Establish, modify and enforce reasonable personnel policies and work rules, and regulations and standards for employee performance.
- C. Determine standards of dress, grooming and fitness for duty determine the size, composition, structure, and adequacy of the workforce.
- D. Establish and determine job qualifications and duties, and to establish, modify, consolidate, and abolish job classifications.
- E. Hire, evaluate, assign, reassign, transfer, schedule, supervise, direct, promote, demote, layoff, retain, discipline, suspend and discharge employees for just cause.
- F. Allocate work among employees, divisions, or departments, and to determine work methods and responsibilities.
- G. Set work schedules, including but not limited to work week, start and quit times, length of workday, shift times, and number of shifts.
- I. Determine overall methods, processes and means by which operations are to be efficiently and effectively conducted.
- J. Determine and introduce new and/or improved equipment, methods, and facilities.
- K. Determine the financial Policies of the Township and of the Police Department, including the exclusive right to allocate and expend all funds of the Township.
- L. Determine and schedule overtime as required in the manner most advantageous to

- the requirement of efficient Police Department operations.
- M. Train or retrain bargaining unit members as appropriate, and to establish the education and training requirements of the Police Department.
 - N. Manage and determine the location, type and number of physical facilities, equipment, programs, and determine the work to be performed
 - O. Determine the Police Department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes.
 - P. Assign any person having rank with the Brunswick Hills Police Department to do bargaining unit work when reasonably necessary.
 - Q. Do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority, and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as provided for in this Agreement.

Section 7.2 Reserved Rights. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, and policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

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

ARTICLE 8 AGENCY SHOP

All employees as defined in Article III of this Agreement, shall maintain their membership in the FOP, or be required to pay a fair share to the FOP as a condition of continued employment in accordance with the terms of Ohio Revised Code Section 4117.09(C). In the event that a fair share fee is to be charged to an employee, The Employer shall deduct such fee in the manner set forth in Article 9 of this Agreement. The FOP agrees to indemnify and hold the Employer harmless for such withholdings and payments made on behalf of the employee.

ARTICLE 9 DUES DEDUCTION

Section 9.1 Dues. During the term of this Agreement and after receipt from the FOP of individual written authorization cards voluntarily executed by an employee for that purpose

and bearing his signature, the Employer shall deduct initiation fees, assessments levied by the FOP and the regular monthly FOP dues from wages of those employees within the bargaining unit. Provided that:

- A. The initiation fees, dues or assessments so deducted shall be in the amounts established by the FOP from time to time in accordance with its Constitution and Bylaws. The FOP shall certify to the Employer the amounts due and owing from the employees who have submitted the authorization cards referred to in Section 9.1 above. The FOP agrees to indemnify and hold the Employer harmless from these deductions.
- B. An employee shall have the right to revoke such authorization by giving written notice to the Township and the FOP during the thirty (30) day period preceding the termination of this Agreement. An employee who revokes such authorization shall revert to a fair share status in accordance with the terms of Ohio Revised Code 41 17.09(C).
- C. The Township's obligation to make dues deductions shall terminate automatically upon an employee's transfer to a job classification outside the bargaining unit.
- D. All members of the bargaining unit shall either become dues paying members of the FOP or remit a fair share fee to the FOP upon completion of sixty (60) calendar days of employment in the bargaining unit.

Section 9.2 Submission to Union. The Employer agrees to remit deducted dues and fair share fees directly to the Fraternal Order of Police, Lodge 15 at the address set by the FOP on a monthly basis.

ARTICLE 10 ASSOCIATION REPRESENTATION

Section 10.1 Representation. The parties recognize that it may be necessary for an employee representative of the FOP to leave a normal work assignment while acting in the capacity of representative. The FOP recognizes the operational needs of the Employer and will cooperate to keep a minimum of the time lost from work by the representative. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer in charge of the shift. The Employer will not deduct in any way compensation of the representative during the time spent in good faith processing of grievances, and at any meetings at which the Employer requests a representative to be present, while the representative is already on duty.

Section 10.2 Unpaid Leave. One designated member of the bargaining unit shall be granted two days of uncompensated leave annually to represent the bargaining unit as a delegate at the State FOP Conference. The representative shall notify the Township thirty (30) days prior to the use of Representative Leave and said leave shall not be unreasonably denied. Although leave shall not be compensated by the Township, no deduction of Vacation, Holiday, or Sick Time shall be required. Use of Vacation, Holidays, Comp time, and or Personal Days, may be taken off for Representation Leave at the employee's request. It is also understood that the Employer, for operational purposes,

may only grant one person to attend such conference per year, alternating between the units.

ARTICLE 11 NO STRIKE

Section 11.1 Grievance Procedure. The Employer and the FOP agree that the Grievance Procedure provided herein is adequate to provide a fair and final determination of all grievances arising under this Agreement.

Section 11.2 No Strike, Discipline. The FOP and any member of the bargaining unit, for the duration of this Agreement, shall not directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other interference with the normal operations of the Township. A breach of this section by an employee shall be proper cause for discharge or other disciplinary action by the Township.

Section 11.3 Violation Notice. The FOP and its officers and/or stewards shall at all times, cooperate with the Township in continuing operations in the normal manner and shall actively discourage and attempt to prevent any violation of the no-strike clause. In the event of a violation of the no-strike clause, the FOP and its officers and/or stewards shall promptly notify all employees in a reasonable manner that the strike, work stoppage, or slowdown, or other interference with the normal operations of the Township is in violation of this Agreement, unlawful and not sanctioned or approved by the FOP. The FOP and its officers and/or stewards shall advise the employees to return to work immediately.

Section 11.4 No Lockout. The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE 12 EMPLOYEE RIGHTS

Section 12.1 Representation. An employee may request the presence and advice of an FOP representative at investigatory interviews which the employee reasonably believes will result in disciplinary action. A representative shall not be a person who is subject to interrogation as a result of the incident out of which the investigation arose.

Section 12.2 Questioning. The Employer shall adhere to the Federal Constitution requirements, in that if an employee is to be questioned as a suspect in a criminal investigation, he/she shall be advised of his constitutional rights before any questioning starts.

Section 12.3 Requirement to Respond. All investigations and interrogations shall be conducted in a private and business-like manner. Before an employee may be charged with any violation of the Rules and Regulations, policies, procedures and general orders of the Brunswick Hills Township Police Department, which do not conflict with this Agreement, for a refusal to answer questions, he shall be advised that his refusal to answer such questions could be the basis of a new charge.

Section 12.4 Reasonable Time. Questioning or interviewing of an employee in the course of

an internal investigation will be conducted at hours reasonably related to the employees shift unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time will be provided for rest periods and attendance to physical necessities.

Section 12.5 Employee Informed of Investigation. An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at the time, a witness and not under investigation, he shall be so advised.

Section 12.6 Personnel File. An employee may obtain information from or add information to his personnel file in accordance with Chapter 1347 of the Revised Code.

Section 12.7 Retention of Reprimands. Written reprimands and written records of verbal reprimands that are more than 18 months old shall not be used against an employee for purposes of progressive discipline nor introduced into any grievance or arbitration hearing. All other discipline shall not be used in a like manner after 36 months.

Section 12.8 Complaints. In case of an anonymous or unsigned complaint, no further action will be taken unless the Chief reasonably believes that further investigation is warranted. The Chief or his designee shall so indicate by signing the complaint form. Complaints deemed unsubstantiated by the Chief shall not be placed in the Bargaining Unit Member's file.

Section 12.9 Written Complaints. Any complaint alleging wrong doing on the part of the Bargaining unit member shall be reduced to writing, and the complainant shall be asked to sign the complaint form. In the event the complainant's statement is illegible, the Department will either translate or tape record the complainant as appropriate. The transcript and or recording will be retained in the employee's file. The Chief or his designee shall investigate any signed complaint. After initiation of the investigation of a complaint, the Bargaining Unit member may be required to submit a written report to the Chief or his designee explaining the incident(s) that led to the complaint. The member of the bargaining unit at this time will also be furnished with copies of the signed complaint and any and all written statements submitted by any and all members involved in the investigation. The Bargaining Unit member will be entitled to receive a written report of the results of the investigation from the Chief or his designee within 10 days after the investigation is complete. The Chief or his designee will provide the basis of any said charges that may arise against a bargaining unit member due to a signed complaint immediately to the bargaining unit member.

ARTICLE 13 DISCIPLINARY PROCEDURES

Section 13.1 Discipline. Disciplinary action taken by the Employer against non-probationary employees shall be for just cause and must be initiated by the Employer within ninety (90) days of knowledge of the incident or event giving rise to the discipline.

Section 13.2 Reasons for Discipline. All non-probationary employees who are suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action.

Section 13.3 Meeting with Chief/Designee. Prior to any loss of pay and/or rank discipline being imposed, the non-probationary employee shall be given a meeting to respond to the Chief of Police or his designee and may have an FOP representative present if the non-probationary employee so requests. The employee may waive the meeting with the Chief.

Section 13.4 Review by Trustees. Following the meeting with the employee the Chief shall make recommendations to the Board of Trustees who shall make the final decision regarding loss of pay/rank discipline. The employee will be provided a copy of the recommendations made by the Chief to the Board. The Board may conduct its own review of the allegations, investigation, and recommendations. The Board will issue the final determination of discipline involving loss of pay and/or rank.

Section 13.5 Appeal of Discipline. In the case of suspension or dismissal, a non-probationary employee may file a grievance within 7 calendar days of receipt of the decision of the Trustees at Step 2 of the Grievance procedure contained in Article 14 of this Agreement. Such Step 2 hearing shall be held within ten (10) calendar days of the filing of the grievance and be answered within five (5) calendar days of the hearing.

Section 13.6 Exclusive Method for Investigation and Appeal. The investigation, decision and discipline appeal procedure of this Agreement shall be the sole method and procedure for the investigations of allegations and appeal of discipline. All other statutory procedures for investigation, decision, and discipline, including civil service law Chapter 124 of the Revised Code and procedures for Township government Chapter 505 of the Revised Code, are waived and the procedures of this Agreement are understood and agreed to be the exclusive method for investigation, decision and appeal of discipline.

ARTICLE 14 GRIEVANCE PROCEDURE

Section 14.1 Purpose. It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. Actions by the Employer or the FOP which tend to impair or weaken the Grievance procedure are improper.

Section 14.2 Definitions.

Days Defined. Calendar days as provided in the Agreement shall not include Saturdays, Sundays, or Holidays.

Grievance Defined. A grievance is a dispute or difference between the Employer and the FOP, or between the Employer and the employee concerning the interpretation and/or application of and/or compliance with any provisions of this Agreement.

Section 14.3 Grievance Procedure.

Any employee who believes he may have a grievance should first discuss the issue with his supervisor and attempt to settle the matter without invoking the grievance procedure.

When any grievance arises the following procedure will be observed.

Step 1: Chief. An employee who has a grievance must submit in writing to the Chief within five (5) calendar days after the occurrence of the events upon which his grievance is based. The grievance shall include the name and the position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant. The grievance shall be signed and dated by the grievant and /or Steward for the bargaining unit. The Chief shall give his answer within five (5) calendar days after receipt of the grievance. The Chief's answer shall be given to the grievant or the FOP.

Step 2: Trustees. If the grievance is not satisfactorily settled within the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Township Trustees within five (5) calendar days from the date of the rendering of the decision at Step 1. Copies of the written decisions shall be submitted with the appeal. The Township Trustees or their designee shall meet with the grievant and/ or representative of the FOP within twenty (20) days after receipt of the appeal. The Township Trustees or their designee shall issue a written decision to the employee and his FOP representative within thirty (30) days from the date of the meeting.

Step 3: Arbitration. In the event a grievance is unresolved after Step 2, then within ten (10) days after the rendering of the decision at step 2, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly select an arbitrator from the permanent panel of arbitrators contained in Section 14.7 and will choose one by the alternative strike method.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commissions of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The hearing or hearings shall be conducted pursuant to the "Rules and Voluntary Arbitration" of the American Arbitration Association.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be shared equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall be compensated at their regular hourly rate, if already on duty, for all hours during which attendance is required by

either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance adversely affect the normal operations of the department.

The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 14.4 Time Limits. The time limits set forth in the Grievance Procedure shall unless extended by mutual written agreement of the FOP and the Employer, be binding, and any grievances not timely presented or timely processed thereafter shall not be considered a grievance under this Agreement. Any grievance not timely processed by the Employer at any of the preceding steps may be immediately referred by the FOP to the next level.

Section 14.5 Employee Presentation of Grievances. An employee may present grievances and have them adjusted, without the intervention of a representative of the FOP, as long as the Adjustment, if any, is not inconsistent with the terms of this Agreement. A representative of the FOP shall have the opportunity to be present at such adjustment.

Section 14.6 Union Representative Preparation of Grievances. The FOP shall submit in writing the name of the employee representing each bargaining unit to act as steward for the purpose of processing grievances as defined in the Grievance Procedure. The Township shall be notified in writing of changes of all Officers of the Locals and Stewards as they occur. These employees shall not be permitted to function as steward until the FOP has presented the Employer with written certification of that person's selection. Grievance representatives and witnesses who are on duty when a grievance hearing is conducted will be permitted to attend without loss of pay for the time in the grievance hearing.

The preparation of grievances shall be conducted on non-working time. Processing of grievances shall be construed as the attendance at or presentation of grievances at the formal steps in the grievance procedure.

Section 14.7 Permanent Panel of Arbitrators. There is hereby created a permanent panel of arbitrators to be used in the resolution of grievances pursuant to this article. Such arbitrators are: 1) James Mancini; 2) Robert Stein; 3) Patricia Bittel; 4) Anna DuVal Smith; and 5) Harry Graham.

ARTICLE 15 SENIORITY AND PROBATIONARY PERIOD

Section 15.1 Seniority Defined. Seniority is the uninterrupted length of full-time service with the Brunswick Hills Township Police Department. The date of service shall be counted as his date of hire and/or swearing in date with the Township.

Patrol officers promoted to the rank of sergeant will serve the probationary period for that rank and if returned to patrol officer with no break in service will be deemed to have the service as a sergeant count toward the seniority as a patrol officer.

The Township will provide the Union with a seniority roster annually.

Section 15.2 Probationary Period. All newly hired employees shall be considered to be on probation for a period of one (1) year from the date of full-time hire.

Section 15.3 Reinstatement and Break in Service. If an employee's seniority is terminated and he is later rehired, he shall be considered to be a new employee, unless it is within a thirty (30) day period. If the employee separates but returns within thirty (30) days, then the employee shall be deemed to be in continuous employment only for purposes of determining longevity for leave benefits, but the employee shall not accumulate any benefits during the period of separation.

Section 15.4 Break in Service. An authorized leave of absence does not constitute a break in service. Seniority shall continue to accumulate during the term of the leave, provided that the employee complies with the provisions of this Agreement governing his leave of absence, and that the employee is reinstated following the leave.

Section 15.5 Termination of Seniority. Seniority shall terminate for the following reasons:

- A. Voluntary quit or resignation.
- B. Discharge for just cause.
- C. Absent without notice for more than three (3) consecutive work days, unless due to circumstances beyond the employee's control.
- D. Failure to report to work when recalled from layoff within three (3) calendar weeks from the date on which the Township sends or delivers the employee a notice to report to work (to the last known address as shown on the Employer's records).
- E. Failure to report to work within three (3) working days following the termination of any excused leave of absence unless such time is extended in writing by the Employer.

ARTICLE 16 LAYOFFS

Section 16.1 Reasons for Layoff. Members of the bargaining unit may be laid off only for lack of work or lack of funds.

Section 16.2 Order of Layoff. Whenever there is a reduction in the work force of the employees, part-time, seasonal, and temporary employees shall be the first laid off. Layoffs from that point on shall be on the basis of seniority, first hired, last laid off. Recall from a layoff, last laid off, first recalled. Recall lists shall remain in effect for at least a minimum of two (2) years after layoff.

ARTICLE 17 BULLETIN BOARD

Section 17.1 Bulletin Board. There shall be established and maintained for the duration of this Agreement an FOP Bulletin Board in the police station. The FOP Bulletin Board shall be

enclosed and locked. Representatives of the FOP shall retain keys to the bulletin board and only those representatives shall be authorized to post material of interest to FOP members on same. Bulletin Boards will be provided by the FOP.

Section 17.2 Prohibited Materials. There shall be no posting of material which is derogatory or defamatory to any other officer, official or employee of the Township of Brunswick Hills.

ARTICLE 18 HOURS OF WORK, WORK SCHEDULES

Section 18. Work Period. The regular working period for all employees covered by this agreement will be eighty (80) hours in a two (2) week period. It is expressly understood that the scheduling of employees within such two (2) week periods is management's right. It is recognized and understood that absences or unexpected coverage requirements may require changes in individual schedules.

Section 18.2 Work Schedule. The Employer shall use its best efforts to post the work schedule thirty (30) days in advance of the first effective date of the schedule and shall not be changed by the Employer with the intention of avoiding payment of overtime. Reasonable efforts will be made to adhere to that schedule by both the department and the bargaining unit members.

The 12 month BHPD schedule will be posted in the patrol squad room.

Sergeants and patrolman are to submit any request for additional time off 30 days prior to the day needing off to their supervisor.

To cover shifts involving short notice of time off, patrolman will be forced to extend their tour of duty or will be called in to start their shift early. Notification will be made to available patrolman to relieve the patrolman that is forced to cover the shift.

If sufficient notification is made to their supervisor prior to any time needing off the following protocol will be used.

1. Patrolman with most seniority to lowest will be offered the opportunity to cover the shift.
2. Part-time patrolman will be offered to cover the shift.
3. Lowest seniority full-time patrolman will be forced to cover the shift.

Special details and extra patrol hours will be posted on a signup sheet in the patrol squad room for patrolman to volunteer by seniority.

Section 18.3 Shift Selection. By December 1st of each year of this Agreement bargaining unit members will bid on shifts by order of seniority.

Section 18.4 Alternate Work Schedule. If the Employer implements a ten (10) hour work or

other shift schedule for the employees of the bargaining unit the bidding procedure of the Article will apply when the change to the schedule is implemented and then annually thereafter.

ARTICLE 19 OVERTIME

Section 19.1 Overtime. For any hours over and above the regular eighty (80) hours in a two (2) week period, employees covered by this Agreement shall be compensated at the one and one-half (1½) times their regular rate.

Section 19.2 Court Time. Whenever approved by the Chief, employees appearing in court on behalf of the Township during non-scheduled work time shall be paid a minimum of three (3) hours. Such time will be paid at the normal overtime rate if it complies with the requirements of Section 19.1 hereof. Officers are responsible to confirm with the Prosecutor their need to be present for a hearing.

Section 19.3 Call In. Any full-time employee in an off duty status who is ordered to report to work for hours not adjacent to their shift or within 3 hours of the start of their shift and so reports, shall be paid a minimum of three (3) hours or actual time worked, whichever is greater. Such time shall be paid at the normal overtime rate if it otherwise complies with the requirements of Section 19.1 hereof.

Section 19.4 Increments of Overtime. Overtime is to be computed in fifteen (15) minute increments.

Section 19.5 Hours for Overtime. For the purposes of overtime computation, hours shall include hours actually worked and vacation, compensatory time, and personal days.

Section 19.6 Compensatory Time. Bargaining unit members with verification by the Chief of Police may elect to take compensatory time in lieu of overtime pay, at the rate of one and one-half (1½) hours for each overtime hour worked, in accordance with the provisions of the Fair Labor Standards Act and the Department of Labor Regulations and may accumulate and maintain up to a maximum of one hundred twenty (120) hours.

Any hours of compensatory time in excess of the maximum of 120 hours will be paid to the employee at the time the overtime is worked.

If an employee desires to cash in any compensatory time at the end of the year the employee must notify the Chief in writing no later than December 1 of each year of this Agreement.

Scheduling of compensatory time off shall be subject to the approval of the Chief of Police or his designee. Upon separation of employment, in any way, accumulated compensatory time shall be paid to the employee.

Section 19.7 Pyramiding. There shall be no pyramiding of overtime with any other payments or compensation.

ARTICLE 20 VACATION TIME

Section 20.1 Vacation Leave. All employees shall be entitled to the following hours of vacation with pay, per year based on the following schedule of years of full-time service from the employees starting date:

A.	after 12 mos.	40 hrs.
B.	after 24 mos.	80 hrs.
C.	after 72 mos.	120 hrs.
D.	after 120 mos.	160 hrs.
E.	after 180 mos.	200 hrs.

Section 20.2 Vacation Year. Hours of vacation are not cumulative and only apply and should be taken during the calendar year. A calendar year is January 1 – December 31. All vacation hours due each non-probationary employee in a calendar year shall be credited to the vacation leave balance by the first full pay period in January of the calendar year.

For the purposes of this section, an employee's anniversary date with Brunswick Hills Police Department will only be used to determine when an employee has reached the next step increase in vacation hours.

Compensation for unused vacation hours shall be paid only upon the approval of the chief and in accordance with the provisions set forth in Article 21 hereof, and when so approved, unused vacation hours shall be paid at the employee's regular hourly rate.

Section 20.3 Selection of Vacation. Vacation time shall be chosen by seniority and taken at the time approved by the Chief, or the Chief's designee. Annual vacation leave requests must be submitted by December 1st for the following year.

Section 20.4 Holidays During Vacation Leave. Holidays which occur during an employee's scheduled/approved vacation shall be paid at the employee's regular rate of pay and shall not be banked. Employees will not be charged vacation leave for the day of the holiday.

Section 20.5 Transfer to Other Township Departments. An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

Section 20.6 Payment at Separation. An employee who resigns, quits, is laid off, or retires, is entitled to only the pro-rata share of vacation time earned in the calendar year when the separation from service occurs. Any money received for vacation time used but unearned at separation time shall be withheld from the employee's final pay.

Section 20.7 Prior Service Credit for Accrual. An employee who has previous credited service time working under the OPERS or OP&F and who is then employed by the Brunswick Hills Police Department, shall be credited with such prior service time for the purpose of computing vacation entitlements as provided in this contract.

ARTICLE 21 UNUSED VACATION DAYS

Annual Conversion. Compensation for unused vacation days and when authorized pursuant to Section 20.2 of Article Twenty (20) and not to exceed forty (40) hours shall be paid only once a year and only after the approval of the Chief. If he has approved compensation for unused vacation days for employees under his jurisdiction, he shall submit a list of said employees, and the number of days of pay involved for each employee to the Township clerk by December 15, of each year of this Agreement. Payments shall be made by the Township clerk in the first pay period of January of the following year in a separate check outside of regular payroll.

ARTICLE 22 HOLIDAYS AND PERSONAL DAYS

Section 22.1 Holidays and Compensation. All full-time employees shall receive the following 10 paid holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Employees shall receive eight (8) hours holiday pay for each of these holidays.

Holidays which occur during an employee's scheduled/approved vacation shall be paid at the employee's regular rate of pay and shall not be banked. Employees will not be charged vacation leave for the day of the holiday.

Section 22.2 Holidays Worked and Pay for Holidays. An Employee not scheduled to work on a holiday shall receive straight time pay, at the Employee's regular hourly rate, for 8 hours. Any Employee required to work on one of the recognized holidays is entitled to receive compensation at the rate of one and one-half (1-1/2 times his/her usual rate of pay in addition to receiving regular 8 hour holiday pay.

Section 22.3 Religious Holidays. Special holidays of a religious nature may be all owed without pay, upon advance request of the individual employee. Requests submitted to the department head and to the Board of Trustees at least one month in advance will, as much as possible, be authorized. Reasonable effort shall be made by the Board of Trustees to accommodate all requests submitted after that period.

Section 22.4 Personal Days. At the discretion and with the approval of the Chief or designee, each employee may annually take 2 personal days off, with regular pay.

ARTICLE 23 FAMILY MEDICAL LEAVE

Use of Paid Leave for FMLA. Employees who qualify for FMLA leave must utilize all available paid leave, except forty (40) hours of the employee's choice of all available paid leave (accumulated sick leave, vacation, holiday, personal and compensatory time), before any unpaid time will be allocated toward the twelve (12) week annual total paid and unpaid leave allowed.

ARTICLE 24 SICKLEAVE

Section 24.1 Accrual. Each full-time, non-probationary employee on the Police Department's active roster shall be eligible to accumulate up to one-hundred twenty (120) hours of paid sick leave per year. All employees will earn 4.6 hours of paid sick leave per pay period, prorated if the employee works or is in pay status less than 80 hours in a pay period.

Section 24.2 Requests for Use of Sick Leave. Sick leave under this policy may be requested for the following reasons:

- A. Illness or injury of the employee or his/her spouse, parents or grandparent and children and/or step-children.
- B. Medical, dental or optical examinations or treatment of the employee, or his/her spouse, parents or grandparents, children and/or step children, if examinations or treatments cannot be scheduled outside of normal working hours.
- C. Sick leave may be used for absence due to temporary disability caused by illness, injury, pregnancy or for exposure to contagious or communicable which may be transmitted to fellow employees.

Section 24.3 Accumulation of Sick Leave. The sick leave herein provided for shall be cumulative without limit.

Section 24.4 Conversion of Sick Leave at Retirement. Employees at the time of retirement from active full-time service with the Township under the Ohio Public Employees Retirement System (OPERS) and with ten (10) or more continuous years of service with the Township shall be paid in cash for one-half (1/2) of the employee's accrued but unused sick leave, up to a maximum of eight hundred seventy-five (875) hours. The dollar value of a sick day shall be based on the employee's hourly rate at time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made by the Township of Brunswick Hills only once to any employee during his lifetime. This section shall only apply to the retirement of a full-time employee pursuant to state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation, or any other like termination except a retirement as set forth herein.

Section 24.5 Doctor's Statement for Use of Sick Leave. Employees who use sick leave in excess of three (3) or more consecutive work days may be required to submit a certification of a licensed physician to be filed with the Chief. The certificate shall state the probable length of leave the employee will need to be on for his/her illness. Additional certificates may be required by the Chief for prolonged illnesses.

Section 24.6 Notification for Use of Sick Leave. An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least 2 hours before the start of his work shift each day he is to be absent unless an emergency approved by the Chief.

Section 24.7 Transfer From Another Township Department. An employee, who transfers

from this department to another department of the Township, shall be allowed to transfer his sick, vacation, comp, and personal time to the new department.

Section 24.8 Credit for Sick Leave. Employees hired by the Township who have accumulated sick leave from public service with the State of Ohio or any other political subdivision of the State shall be credited accumulated sick leave when hired by the Township.

Section 24.9 Attendance Incentive. A non-probationary employee who uses no sick time hours over any consecutive full six (6) month period in a calendar year (January - December) shall be entitled to one additional compensatory day. No employee shall be eligible to earn more than one compensatory day in a calendar year under this provision.

ARTICLE 25 PAYMENT TO ESTATE UPON DEATH

Payment to Estate. The surviving spouse or the estate of any employee shall receive a cash payment for all regular pay, holiday pay, and vacation pay, due the employee, as of the date of the employee's death.

ARTICLE 26 UNPAID LEAVE OF ABSENCE

Unpaid Leave of Absence. Upon written request to the Chief of Police and upon approval of the Township, a full-time employee may be granted a leave of absence, without pay, for sickness or other good cause, provided, however, that no leave of absence shall be granted for purposes of permitting an employee to seek and/or accept other employment, and no employee who is on leave of absence shall accept gainful employment elsewhere. Such leave of absence shall be subject to the written approval of the Trustees, and shall be for a period not to exceed six months.

Medical and Life Insurance coverage for employees on authorized unpaid leave may be continued upon payment of the monthly premium by the employee to the Finance Department of the Township on the first of each month in advance.

ARTICLE 27 FUNERAL LEAVE

Section 27.1 Funeral Leave. In case of a death of an employee's spouse, child, parent, brother, sister, stepparent, grandparent, father in law, mother in law, aunt, uncle, and/or foster children, the employee shall be granted three (3) days funeral leave pay, without loss of benefits, days off, holiday, vacation or sick leave, to attend the funeral or memorial service of the deceased family member.

Section 27.2 Additional Leave. The employee may request additional leave which can be paid and deducted from the choice accumulated leave of the employee.

Section 27.3 Other Family Members. In case of a family member not mentioned in Section 27.1, one day of pay may be granted to attend the funeral of the deceased without loss of any accumulated benefits, upon approval of the Chief or his designee.

ARTICLE 28 JURY DUTY LEAVE

Section 28.1 Jury Duty. Any employee who is called for jury duty, Federal, County or Municipal shall be paid his or her regular salary, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code.

ARTICLE 29 LIFE INSURANCE

Section 29.1 Life Insurance. The Township shall provide all employees with a life insurance policy with a face value of fifty thousand dollars (\$50,000) and payment will be subject to the terms and conditions set forth in the policy.

ARTICLE 30 HOSPITALIZATION INSURANCE

Section 30.1 Hospitalization. The Employer will continue to provide on behalf of each full-time employee and his family if such employee is married the hospitalization, prescription drug, dental and vision coverage.

Employees will be responsible for 10% (ten percent) of the premium of the hospitalization/major medical coverage premium.

ARTICLE 31 COMPREHENSIVE LIABILITY INSURANCE

Section 31.1 Liability Insurance. The Township, when economically feasible and when such insurance is available, will maintain law enforcement officers' comprehensive liability insurance policy with policy limits of one million (\$1,000,000.00) dollars for each occurrence. In no event, will the Township hold harmless or indemnify any employee for any award of punitive or exemplary damages against such employee when such award is not indemnified by the terms of such policy of liability insurance.

Section 31.2 Defense of Claims. In the absence of law enforcement officers' comprehensive liability insurance policy the Township shall provide legal defense of, shall assume the litigation costs for, and shall indemnify any employee in any civil action or civil claim for any judgment settlement, except as herein limited, arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting within the course and scope of his duties as an employee unless:

- A. Township's Legal Counsel has good cause to believe that the acts or omissions were manifestly outside the course and scope of his employment or official duties:
- B. Township's Legal Counsel has good cause to believe that the employee acted with malicious purpose, or in bad faith, or in a wanton and reckless manner.
- C. Township's Legal Counsel has good cause to believe that the employee was performing services for another employer at the time the incident allegedly occurred.
- D. A final judgment against the employee includes punitive or exemplary damages.

If any of the foregoing a through c applies, the officer shall not be entitled to either a defense or indemnification provided by or at the expense of the Township. If the foregoing d applies the employee shall not be entitled to indemnification for an award of punitive or exemplary damages against him.

Section 31.3 Indemnification. The continuing duty of the Township to defend or indemnify the employee under this agreement shall be conditioned upon the full cooperation of the employee in the defense of such action or proceeding, and in defense of any action or proceeding against the Township based upon the same act or omission, and in the prosecution of any appeal.

ARTICLE 32 COMPENSATION SCHEDULE

Section 32.1 Wage Scale. The following compensation schedule shall be effective for full-time patrol officers after their probationary period of one year is completed.

Wage increases will be 2% in 2015, 1.5% in 2016 and 1.5% in 2017 for the following rates:

January 1, 2015 - \$26.24

January 1, 2016 - \$26.63

January 1, 2017 - \$27.03

Probationary period patrol officers will be paid \$20.00 per hourly hour.

Section 32.2 FTO Supplement. Any employee assigned to train a newly hired patrol officer shall receive an additional fifty cents (\$.50) per hour for each hour of performing such training.

ARTICLE 33 PERS CONTRIBUTIONS

During the term of this Agreement, the Township agrees to pay a portion of the employee's contribution to PERS in the amount of three percent (3%).

ARTICLE 34 MILITARY LEAVE

Military Leave. The parties hereby incorporate by reference 38 U.S.C. 4301 et seq. and O.R.C. Title 59, Chapter 5903 et seq. and section 5923.05 as if fully rewritten herein.

ARTICLE 35 LONGEVITY COMPENSATION

Longevity. In addition to the amounts provided in Article thirty two (32) in this Agreement each full-time employee shall receive effective longevity pay commencing upon completion of five years of continuous full-time service at the rate of seventy-five dollars (\$75.00) per year of continuous full-time service. Payment shall be made in a separate, lump sum check. Payment shall be made in January of each year and shall be based upon the number of years of continuous full-time service achieved as of December 31st of the previous year.

ARTICLE 36 ATTENDANCE AT ASSIGNED TRAINING SCHOOLS, SESSIONS, OR SEMINARS

Section 36.1 Request for Training. Employees requesting permission to attend any school, training session or seminars shall submit in writing a request to the Chief stating the objective, benefit and expected expense. The Chief shall make the final determination on approval and communicate it to the employee.

Section 36.2 Required Training. If the Chief deems it necessary he may require an employee to attend any school, training session, or seminar. Such attendance shall be deemed a requirement for their continued employment.

Section 36.3 Compensation at Training. Attendance at any school, training session, or seminar, pertinent to departmental matters, and or job classifications, shall be compensated at the regular straight time hourly rate for attendance. Payment for attendance shall not exceed ten (10) hours in any one day designated as a training day. Such hours shall be considered as hours worked for overtime computation purposes.

Section 36.4 Expenses. Any employee required by the Chief to remain overnight to receive training shall receive an allowance or reimbursement for expenses, meals, lodging, and travel according to the Township policy. Receipts for meals and /or accommodations must be submitted and approved by the Chief.

Section 36.5 Travel. If an employee is required to use his personal vehicle for Township business and or training, he shall be reimbursed at the current IRS rate for mileage.

Section 36.6 Reimbursement. If an employee receives non-mandated training at Township expense, then leaves Township employment for any reason within one year of receiving that training, the employee shall reimburse the Township for the cost of that training on a pro rata basis (e.g., if employee leaves 6 months after completing training, reimburse one-half the cost of training).

ARTICLE 37 OUTSIDE EMPLOYMENT

Use of Equipment. Outside employment and the use of Township equipment may be used upon approval of the Chief. For purposes of controlling traffic and construction side jobs, full uniforms and the use of Township police vehicles will be utilized.

ARTICLE 38 UNIFORM ALLOWANCE

Section 38.1 Original Appointment. Upon original appointment as a regular full-time member of the Brunswick Hills Police Department, the appointee shall be provided full initial uniform issuance, as approved and determined by the Chief of Police.

Section 38.2 Annual Allowance. Each regular full-time officer shall be entitled to an annual uniform allowance of nine hundred fifty dollars (\$950) to be paid to the Employee no later than March 1, with which the employee will be able to purchase uniform needs and requirements

Employees will be responsible to maintain uniforms in compliance with Department rules.

Section 38.3 Return of Uniforms. If said appointee leaves the employment of the Township he/she is to return issued items and return Township property in working condition.

Section 38.4 Damaged Uniforms. Uniform items damaged or destroyed in the line of duty, shall be replaced by the Township, pending approval by the Chief or his designee. This does not include replacement for wear and use.

Section 38.5 Change in Uniforms. Any uniform changes directed by the Police Chief or the Trustees will initially be funded completely by the Township.

Section 38.6 Vests. Bullet proof vests will be replaced once every five years, according to the manufacturer's warranty. There will be an additional expense allowed for these vests, not to exceed twelve hundred dollars (\$1,200.00). This charge cannot be used against the existing uniform allowances. All vests are the property of the Township.

ARTICLE 39 HEALTH AND SAFETY

Section 39.1 Equipment. Brunswick Hills Township agrees to furnish and maintain in safe working condition all tools, facilities, supplies, and equipment required to safely carry out the duties of each full-time employee.

Section 39.2 Reporting by Employees. Each full-time employee is responsible for immediately reporting any unsafe condition or practice to their immediate supervisor.

Section 39.3 Grievance. Any reported unsafe condition or practice which is not corrected shall be eligible for filing under the grievance procedure.

Section 39.4 Safe Maintenance and Use. The FOP and the employees covered by this Agreement agree to maintain all tools, facilities, supplies, and equipment in a safe hygienic manner and further agree that such obligations include on the job personal safety health and hygiene.

ARTICLE 40 CONFORMITY TO LAW

Section 40.1 Conflict with Law. The provisions of this Agreement shall prevail over or be subject to any present and future Federal, State and Local laws, along with any applicable Rules and Regulations as is provided in Revised Code Section 4117.10. The invalidity of any provisions of this Agreement by reason of any such existing or future Law or rule or regulation shall not affect the validity of the surviving portions.

Section 40.2 Subsequent Court or Legislation. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable such legislation or decision shall not affect the validity of the surviving portions

of this Agreement which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 41 SAVINGS CLAUSE

Section 41.1 Severance. In the event any one (1) or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of the court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Township and the FOP will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 42 CURRENT PRACTICES

Section 42.1 Current Practice. This Agreement supersedes all existing and previous agreements, rules, regulations, and customs heretofore established which are in conflict with this Agreement, and such agreements, rules, regulations and customs are hereby abolished, except in those cases where the Township and FOP have mutually agreed to continue said agreements, rules, regulations or customs. This provision shall not affect laws and ordinances covered by Revised Code Section 4117.10.

ARTICLE 43 DURATION OF AGREEMENT

Section 43.1 This Agreement shall remain in full force and effect from January 1, 2015 through December 31, 2017.

Section 43.2 Negotiations for a successor agreement shall begin no later than sixty (60) days prior to December 31, 2017.

ARTICLE 44 COPIES OF AGREEMENT

Section 44.1 Copies. The Township will print copies of this Agreement at their expense and provide one copy to each full-time employee in the bargaining unit or the Township may make the Agreement available on the Township intranet.

ARTICLE 45 LABOR MANAGEMENT MEETINGS:

Section 45.1 Annual Meetings. With the intent of maintaining the highest standards of safety and professionalism within the Township, labor management meetings may be held at least twice each contract year to discuss issues which either the Township or the members of the bargaining unit wish to raise.

Section 45.2 Recommendations. Neither the Township nor the FOP has an obligation to act upon any recommendations made at the labor management meetings. Agreements reached mutually may become addenda to this Agreement with the approval of Brunswick Hills Township and the FOP.

ARTICLE 46 DRUG TESTING POLICY

Section 46.1 Purpose. Both the FOP and the Township recognize illegal drug usage and workplace alcohol abuse/misuse as a threat to the public safety and welfare and to the employees of the Department of Police. Thus, the Department will take the necessary steps, including drug and alcohol testing, to maintain a drug/alcohol free workplace. The goal of this policy is education, prevention and rehabilitation rather than termination.

Section 46.2 Definitions

- A. The term "drug" includes cannabis as well as other controlled substances defined in the Ohio Revised Code.
- B. The term illegal "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.
- C. The term "drug test" means a urinalysis test consisting of an initial screening step and a confirmation step employing the gas chromatography/mass spectrometry (GC/MS) utilizing urine samples collected according to a chain of custody procedures consistent with the United States Department of Transportation. (D.O.T.) regulations. The term "Misuse of Alcohol" means the use or possession of ethyl, methyl, or isopropyl alcohol in the workplace, or testing positive (as defined in paragraph (e) for the presence of alcohol in an employee's system while at work.
- D. The term "Alcohol Test" means a test selected and certified under Federal Standards. An initial positive level of .04 grams per 210L of breath shall be considered positive for purposes of authorizing a confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the testing expunged from the member's personnel file. Only members with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .04 grams per 2L of breath. If confirmatory breath testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the member's personnel file.
- E. "Voluntary Participation in a Dependency Program" means in the absence of a positive test result or a request to take a drug/alcohol test, an employee seeks professional assistance of a treatment program covered by the employee's insurance plan.

Section 46.3 Notice and Education of Employees Regarding Drug/Alcohol Testing:

There will be an education and information period prior to random testing under this policy for employees, except that prior policies governing the testing of cadets and testing under consent forms shall remain in effect during this period. All employees will be informed of the Department's drug/alcohol testing policy.

Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the employer will inform the employees of the manner in which these tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine and the consequences of testing positive for illegal drug use and alcohol abuse/misuse. All new employees will be provided with this information when initially hired. No employee shall be randomly tested until this information has been provided.

Section 46.4 Basis for Ordering an Employee to be Tested for Drug/Alcohol Abuse:

Employees may be tested for drug/alcohol abuse/misuse during working hours under any of the following conditions:

- A. Where there is reasonable suspicion that the employee to be tested is using or abusing illegal drugs or alcohol while on duty. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist which present a reasonable basis to believe that an employee is using alcohol or illegal drugs in violation of this policy. Two examples of where reasonable suspicion shall be deemed to exist are where there has been a serious on-duty injury to an employee, or another person, the cause of which is otherwise unexplained, and where an employee, while driving a Township vehicle, becomes involved in a traffic accident which results in physical harm to persons or property. The listing of these examples is not intended to exclude other situations which may give rise to reasonable suspicion of abuse. If reasonable suspicion of drug/alcohol use is suspected, it shall be reported to the Chief. He shall determine if drug/alcohol testing is warranted, and if so, shall order that test be taken.
- B. Upon return to duty after (i) time off that reasonably suggests abuse or manipulation of such time off; (ii) a thirty (30) day or more disciplinary suspension, or (iii) upon reappointment to the Department.
- C. Prior to a return to duty after participation in a substance abuse rehabilitation program regardless of the duration of the program, and following an employee's return under these circumstances wherein the employee shall be required to undergo three (3) urine tests within a one-year period starting with the date of return to duty.
- D. No more than three (3) times during a newly hired employee's first six (6) months of employment.

Prior to obtaining a drug/alcohol test from an employee as set forth in sections through (d) above, the Township shall instruct the employee that the results of the drug/alcohol test can result in termination from employment, subject to the conditions set forth below

Section 46.5 Urine Samples:

Specimen collection will occur in a medical setting and conform to D.O.T. regulations. The procedures should not demean, embarrass, or cause physical discomfort to the employee.

Each step in collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

The employee will complete a form indicating the use of all drugs currently being taken and identify the prescribing physician.

The employee 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 employee to ensure that the results match the employees tested. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab.

Upon request, an employee shall be entitled to the presence of an FOP representative before testing is administered unless honoring the request will result in a delay of the testing process.

Section 46.6 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.

- (a) Initial screening step
- (b) Confirmation step

The urine sample is first tested using a screening procedure. (EMIT or an equivalent test). For a specimen testing positive, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test or an equivalent test will be used. 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 a 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. An employee who tests positive for drugs and or alcohol will be given the opportunity to review the tests and, if desired, a reasonable opportunity to rebut the results.

Where urine samples have been taken, the two (2) samples will be preserved for six months and tested employees will have the opportunity to take one of these samples to a reputable physician or laboratory of their choosing for retesting.

Section 46.7 Disciplinary Action:

- A. Drugs: Employees who as a result of being drug tested are found to be using illegal drugs shall be subject to discipline up to and including dismissal. The Township may, at its discretion, offer an employee who tests positive an approved treatment program.

An employee who is permitted to participate and satisfies the obligations of this treatment program will be subject to discipline (but is also subject to additional discipline for other rules violations). Any employee testing positive for illegal drugs for a second time shall be subject to termination.

Employees who are found to be abusing drug(s) which have been legally prescribed shall be subject to dismissal. The Township may, at its discretion, offer an employee who tests positive an approved treatment program. Any employee found for a second time to be abusing drugs which have been legally prescribed shall be subject to dismissal.

- B. Alcohol: Employees who test positive for alcohol shall be subject to dismissal. The Township may, at its discretion, offer an employee who tests positive an approved treatment program. An employee who agrees to participate and satisfies the obligations of this treatment program will be subject to discipline (but is also subject to additional discipline for other rules violations). Any employee testing positive for alcohol for a second time shall be subject to termination.
- C. Refusal to submit to a drug/alcohol test, or adulteration of, or switching a sample shall be grounds for dismissal.

Section 46.8 Right to Appeal:

An employee disciplined as a result of a drug test has the right to challenge such discipline beginning at Step 3 of the grievance procedure.

Section 46.9 Voluntary Participation in a Dependency Program:

Employees who may be drug/alcohol dependent are encouraged to voluntarily seek professional assistance through an approved treatment program covered by the employee's health insurance plan. Voluntary assistance should be sought BEFORE the drug abuse affects the job performance or endangers fellow employees or members of the public.

Participation in a dependency program is voluntary and strictly confidential. Neither the Township administration, the Department of Police 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 when an employee is hospitalized or is an outpatient as part of drug dependency rehabilitation. Also upon written request of the participating employee, efforts at rehabilitation will be divulged on his/her behalf in cases of disciplinary action.

COPY

Illegal Drug use or alcohol misuse or participation in any substance abuse dependency or rehabilitation program will not preclude disciplinary action against employees for any law or rule violation even though such law or rule violation may have been connected in part with drug/alcohol abuse, and or even if the rehabilitation program is voluntarily undertaken.

ARTICLE 47 EXECUTION OF THIS AGREEMENT

Section 47.1 The parties have hereby caused this Agreement to be executed by their duty authorized representative, empowered to act on their behalf:

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on this 14 day April, 2015.

FOP, LODGE 15

BRUNSWICK HILLS TOWNSHIP TRUSTEES

PH. #1311

[Signature]

CH. #1312

[Signature]

[Signature]

[Signature]

LODGE 15 COUNSEL

POLICE CHIEF

[Signature]
Robert Phillips

[Signature]

TOWNSHIP LABOR COUNSEL

[Signature]
Jonathan J. Downes