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**AGREEMENT BETWEEN**

**THE TOWNSHIP OF COPLEY**

**AND THE**

**OHIO PATROLMEN' S BENEVOLENT ASSOCIATION  
(SERGEANTS)**

**SERB CASE NO. 2014-MED-10-1385**

**JANUARY 1, 2015 to  
DECEMBER 31, 2017**

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**ARTICLE 1**  
**PREAMBLE**

This Agreement is hereby entered into by and between Copley Township, hereinafter referred to as "the Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "the OPBA."

**ARTICLE 2**  
**PURPOSE AND INTENT**

In an effort to continue harmonious and cooperative relationships with the employees and to insure the orderly and uninterrupted efficient operations, the Employer and the Full-Time Police Department Sergeants now desire to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: to promote individual efficiency and service to Copley Township; to avoid interruption or interference with the efficient operation of the Employer's business; to promote fair and reasonable working conditions; and to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

**ARTICLE 3**  
**RECOGNITION**

**Section 3.1.** The Employer agrees that it has and will continue to recognize the OPBA as exclusive representatives for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all full-time Sergeants of the Copley Township Police Department, hereinafter referred to as "employee or employees," during the life of this Agreement. The Employer and the OPBA agree to continue to negotiate with each other in good faith on all matters concerning the employment of said employees.

**Section 3.2.** The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

**ARTICLE 4**  
**DUES DEDUCTION**

**Section 4.1.** During the terms of this Agreement the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

No new authorization forms will be required from any employees of the Copley Township Police Department for whom the Employer is currently deducting dues.

**Section 4.2.** The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its constitution and bylaws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

**Section 4.3.** The Employer shall deduct dues, initiation fees or assessments from the first two pay checks in each calendar month. If an employee has no pay due on one or both of those pay dates such amounts shall be deducted from the next or subsequent pay check.

**Section 4.4.** A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

**Section 4.5.** The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

**ARTICLE 5**  
**FAIR SHARE FEES**

**Section 5.1.** Upon completion of sixty (60) days' employment as a Full-Time Patrol Officer with Copley Township, all members of the bargaining unit; as identified in Article 3 of this Agreement, shall either (a) maintain their membership in the OPBA, (b) become members of the OPBA, or (c) pay a service fee to the OPBA in an amount to be determined by the OPBA, which shall have the sole responsibility for the accuracy of such amount in accordance with Ohio Revised Code Section 4117.09.

**Section 5.2.** In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article 4 of this Agreement, entitled "Dues Deductions," except that such employees need not sign an authorization card for such deduction to be made.

**Section 5.3. Fair Share Fee Deduction Procedure.** Sixty (60) days after the commencement of employment, all employees covered by this Agreement who have not become Union members shall, as a condition of employment, pay a fair share fee. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure, and the Union warrants to the Employer that it has a fair share fee notice and internal rebate reduction procedure that complies with both federal and state law.

**Section 5.4.** The OPBA shall indemnify and hold the Township harmless from any claims, suits, or actions resulting from its obligation to deduct service fees under this article.

**ARTICLE 6**  
**MANAGEMENT RIGHTS**

**Section 6.1.** The Employer shall have the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations. Among the Employer's management rights are the right to hire, transfer, discipline and discharge for just cause; layoff and promote; promulgate and enforce reasonable work rules; introduce new equipment, methods of performing work, or facilities; to determine the size, duties and qualifications of the work force, and work schedules.

**Section 6.2.** The number of Part-Time Officers employed shall never exceed the number of Full-Time Officers employed.

**ARTICLE 7**  
**INTERNAL INVESTIGATIONS**

**Section 7.1. Union Representation/Notice.** An employee has the right to the presence and advice of an OPBA representative at all investigatory interviews where the subject matter of the interview would result in discipline of the employee. The Employer will attempt to provide an employee with at least forty-eight (48) hours notice of any investigatory interview so as to afford the employee time to request attendance of a non-employee OPBA representative. However, under no circumstances shall the Employer be required to delay any interview for such purpose where it determines that such action would impair or otherwise negatively impact its investigation so long as an OPBA representative is available.

**Section 7.2.** An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

**Section 7.3. Garrity Warnings.** Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

**Section 7.4. Interview Timing.** Interview sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

**Section 7.5.** An employee will be informed of the nature of any investigation of himself prior to any questions being asked of him. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

**Section 7.6. Polygraphs.** In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation.

**Section 7.7. Anonymous Complaints.** In case of an anonymous or unsigned complaint, no further action will be taken unless there is reasonable belief that further investigation is warranted. The Chief or his designee shall so indicate by signing the complaint form. Any complaint alleging wrongdoing on the part of a bargaining unit member shall be made in person and reduced to writing. The complainant shall be asked to sign the complaint form. Any signed complaint shall be investigated by the Chief or his designee. After the 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 involved with reference to the complaint. The bargaining unit member shall be entitled to receive a written report from the Chief or his designee within five (5) days of its completion regarding the outcome of the investigation of the complaint. This written report shall include a copy of the original complaint. Unsubstantiated complaints shall not be placed in the bargaining unit member's file. The results of said investigation of any founded complaint against a bargaining unit member shall be placed in the bargaining unit member's file.

**ARTICLE 8**  
**NO STRIKE**

**Section 8.1.** The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppage and strikes.

**Section 8.2.** Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in the strike, slowdown, walkout, concerted 'sick leave' or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this section may be grounds for discipline. The OPBA shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided that the OPBA meets all of its obligations under this article.

**Section 8.3.** The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the OPBA shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer, is in violation of this Agreement, unlawful, and not sanctioned or approved of by the OPBA. The OPBA shall advise the employees verbally and in writing to return to work immediately, and shall send a copy of said writing to the Employer. The writing shall contain a reference to the verbal warning.

**Section 8.4.** The Employer shall not lock out any employees for the duration of this Agreement.

**ARTICLE 9**  
**DISCIPLINE**

**Section 9.1. Forms of Discipline.** The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Examples of disciplinary action include:

- A. Written warning (documented verbal warning);
- B. Written reprimand;
- C. Suspension of record or suspension without pay (at the option of the employee, and with the concurrence of the Employer, accumulated vacation or holiday time may be forfeited equal to the length of the suspension without pay, and such record of suspension will be maintained);
- D. Reduction in pay;

E. Discharge.

**Section 9.2. Predisciplinary Meeting.** Whenever the Employer determines that a non-probationary employee may be disciplined for cause that could result in a suspension, reduction, or termination, the employee shall be given a written notice of predisciplinary meeting containing notice of the charges, a brief explanation of the evidence, and what form of discipline may be imposed. The Employer shall provide the employee and the Union at least forty-eight (48) hours written notice in advance of the meeting. In the event that the employee wishes to waive the conference he may elect to do so by signing the waiver on the pre-disciplinary conference notice and returning it to the Employer.

**Section 9.3. Disciplinary Appeals.** The employee shall be given the opportunity to grieve disciplinary action involving a loss in pay through Step 2 of the grievance procedure contained in Article 13 of this Agreement prior to the discipline being imposed.

**Section 9.4. Administrative Leave.** In the case of emergency relief of duty, an employee may be suspended with pay pending a hearing under Step 3 of the grievance procedure.

**Section 9.5. Disciplinary Records.** Records of written reprimands or one-day suspensions that are more than one (1) year old shall be removed from an employee's active personnel file provided that there have been no intervening disciplinary events. Records of suspensions in excess of one (1) day that are more than three (3) years old shall be removed from an employee's active personnel file provided that there have been no intervening disciplinary events.

The Employer shall document all reprimands and shall deliver same to the affected employees, with a copy placed in the employee's personnel file.

## **ARTICLE 10** **LAYOFFS**

**Section 10.1.** Members of the bargaining unit may be laid off for lack of funds, lack of work, or termination of the Police Department.

**Section 10.2.** In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their departmental seniority (last hired, first laid off).

**Section 10.3.** A member of the bargaining unit who is laid off shall be subject to recall from the layoff for a period of one (1) year. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt requested. An employee who refuses recall or does not report to work within ten (10) work days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all right to employment with the Employer.

**Section 10.4.** A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

**Section 10.5.** Prior to the event of a layoff situation involving full-time members, all Part-Time Officers will be released from employment.

**ARTICLE 11**  
**PROBATIONARY PERIOD**

**Section 11.1. Length of Probation.** A bargaining unit employee shall be on probation for a period of one (1) calendar year from the effective date of his/her appointment to the rank of Full-Time Police Sergeant.

**Section 11.2. Rights During Probation.** During the probationary period, a bargaining unit employee may be reduced in rank to the rank of Full-Time Patrol Officer at any time and for any reason without recourse under this Agreement or otherwise.

**ARTICLE 12**  
**ASSOCIATION REPRESENTATION**

**Section 12.1.** The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this Section, the representative must obtain approval from the officer in charge of the shift. Normally, twenty-four hours' advance notice shall be given. However, this notification may be waived by the Chief of Police for good cause shown. The employee shall not experience any loss of pay for acting in the capacity of an OPBA representative under this Article during his normally assigned duty hours.

**Section 12.2.** Only one (1) member of the negotiating committee will be allowed to participate in collective bargaining meetings with the Employer, with pay during a member's regular working hours. At no time shall the attendance by the member incur the need to fill the shift at overtime.

**Section 12.3.** The Employer shall permit the OPBA's Director up to twelve (12) hours of paid time to attend OPBA Director meetings each calendar year. Such paid time shall be compensated at the Director's normal straight time hourly rate and shall not be counted as hours of work for purposes of calculating overtime pay.

**ARTICLE 13**  
**GRIEVANCE PROCEDURE**

**Section 13.1.** Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. Where an employee declines OPBA representation at any step of the grievance procedure, the OPBA shall have the right to attend all grievance meetings, shall be provided a copy of the terms of any grievance settlement, and the Employer has no duty to notify the OPBA of any step of the grievance procedure.

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**Section 13.2.** For the purposes of this procedure, the below listed terms are defined as follows:

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

**Section 13.3.** The following procedures shall apply to the administration of all grievances filed under this procedure.

- A. **Grievance Contents.** All grievances shall include the name of the grievant; the aggrieved employee's job classification; the articles and sections of this Agreement violated; the date when the alleged events or conditions giving rise to the grievance took place; the location where the grievance occurred; the identity of the party responsible for causing the said grievance, if known to the grievant; the date the grievance was filed in writing; a general statement of the nature of the grievance; and a statement of the relief sought by the grievant.
- B. **Decisions.** All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- C. **Class Actions.** If a grievance affects a group of employees working in different locations, with different principals, or association with an Employer-wide controversy, it may be submitted at Step 3.
- D. **Representation.** The grievant may have an OPBA representative at any step of the grievance procedure after Step 2. The grievant may choose whomever he wishes to represent him at any step of the grievance procedure after Step 2.
- E. The parties acknowledge the grievance and arbitration procedures outlined herein are final and binding as defined in Ohio Revised Code, Section 4117.10 (A). Pursuant thereto, grievances shall be resolved according to the grievance and arbitration procedures outlined herein, instead of the procedures outlined in R.C. 505.49, et seq., or Chapter 2506 of the Ohio Revised Code.
- F. **Time Limits.** The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall be deemed to have been answered in the negative and may be advanced to

the next step of the procedure in accordance with the applicable time limitations. The time limits specified for either party may be extended only by written mutual agreement.

- G. Procedure Limitations. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- H. Time Limit Calculations. The word “day” shall mean calendar day, excluding Saturdays, Sundays, and legal holidays for the purpose of this article.

**Section 13.4. Procedure.** Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. Where an employee elects to file a formal grievance, each grievance shall be processed in the following manner:

- Step 1. An employee wishing to file a grievance shall reduce the matter to writing and file the grievance with the Chief/designee within five (5) days of the facts giving rise to the grievance. The Chief/designee shall sustain or deny the grievance or schedule a meeting with the grievant and a representative(s) of the Union within five (5) days of submission of the grievance. If a meeting is held, the Chief/designee shall provide a written response to the grievant within five (5) days of such meeting.
- Step 2. If the grievant is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Township Fiscal Officer within five (5) 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/designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his OPBA representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Township Trustees shall issue a written decision to the employee and his OPBA representative within fifteen (15) days from the date of the hearing. The Township Trustees shall have the power to affirm the decision rendered at Step 1, or reduce the actions taken by the Chief. The Township Trustees shall have no authority to increase the discipline rendered. In the case of any discipline short of a one (1) day suspension, the decision of the Township Trustees shall be final. A suspension of one (1) or more days may be appealed through the arbitration procedure contained in Article 14 of this Agreement.

## **ARTICLE 14** **ARBITRATION PROCEDURE**

**Section 14.1.** In the event a grievance is unresolved after being processed through all steps of the grievance procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 2, the grievant may submit the grievance to arbitration.

**Section 14.2. Arbitrator Selection.** 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 Union shall

request a list of fifteen (15) Ohio based arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of such names each party shall strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS.

Prior to striking names from the panel supplied by the FMCS, either party may request that the list be rejected, in which case the party rejecting the list shall request that FMCS submit another panel of arbitrators and the selection of the arbitrator shall be in accordance with this section. The party rejecting the list shall bear the cost of obtaining a new list.

**Section 14.3. Costs.** The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

**Section 14.4. Rules.** The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the Federal Mediation and Conciliation Service.

**Section 14.5.** The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be split between the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

**Section 14.6. Witnesses.** An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate of pay for all hours while the employee is testifying, including reasonable waiting time to testify.

Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed two (2) employees, unless approved of by the Chief.

**Section 14.7. Arbitrator's Award.** 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.

## **ARTICLE 15** **NON-DISCRIMINATION**

**Section 15.1.** The Employer and the OPBA agree not to discriminate against any employee(s) on the basis of race, religion, disability, genetic information, color, creed, national origin, age, sex, or sexual orientation.

**Section 15.2.** The OPBA expressly agrees that membership in the OPBA is at the option of the employee and it will not discriminate with respect to representation between members and non-members.

**ARTICLE 16**  
**GENDER AND PLURAL**

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

**ARTICLE 17**  
**OBLIGATION TO NEGOTIATE**

**Section 17.1.** The Employer and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**Section 17.2.** Therefore, for the life of this Agreement, the Employer and the OPBA each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

**ARTICLE 18**  
**CONFORMITY TO LAW**

**Section 18.1.** Where this Agreement makes a specification about a matter, it shall prevail over applicable state or local laws or ordinances.

**Section 18.2.** If the enactment of federal or state legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not 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. In such event, the Employer and OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

**ARTICLE 19**  
**ALCOHOL AND DRUG TESTING**

**Section 19.1.** Copley Township has a strong commitment to the health, safety, and welfare of its employees, their families, and its residents. Widely available statistics and information establish that the incidence of drug and alcohol abuse is increasing and the effect is devastating to lives, business, and the community at large.

- A. Copley Township is concerned that, in the event of substance abuse among our employees, the safety of our employees and the general public could be endangered. Our commitment to maintaining a safe and secure workplace requires a clear policy and supportive programs relating to the detection, treatment and prevention of substance abuse by employees.
- B. It is the goal of Copley Township to provide a safe workplace by eliminating the hazards to health and job safety created by alcohol and other drug abuse. We believe this goal to be in the best interest of our employees and the general public.
- C. The parties recognize that there are certain, limited circumstances which can occur in conducting legitimate law enforcement activities, in which it is appropriate for an employee to handle alcohol or controlled substances. This article is not intended to apply to and/or hamper lawful drug and/or alcohol activities in connection with Department-authorized training, evidence handling and/or undercover investigations in connection with an employee's assigned duties.

**Section 19.2.** The Chief or his designee is responsible for implementing and communicating these policies. Any questions regarding these policies or procedures should be directed to the Chief or his designee.

**Section 19.3.** Employees are encouraged to voluntarily admit problems with drugs and alcohol prior to violating this article. Employees who voluntarily admit problems with drugs or alcohol prior to violating this article will not have their job security or promotional opportunities jeopardized by a first request for treatment. Employees should not read this to mean that a first request for treatment will automatically excuse them from discipline or discharge where the Employer initiates corrective action for violation of this article and/or for manufacturing, distributing, acquiring, dispensing, possessing, or using drugs. Rather, an employee who seeks a first referral for treatment on his or her own initiative is in a better position than one who brings up a drinking or drug problem for the first time in response to an investigation on the Employer's initiation of corrective action. An employee shall not be disciplined for first time admission of drug or alcohol dependency, if the employee immediately enrolls in a rehabilitation program certified by a substance abuse professional and satisfactorily completes such program.

- A. It will be the responsibility of the employee to comply with the Employer's referral for diagnosis, and it is also the employee's responsibility to cooperate with the prescribed treatment.
- B. When an employee is referred for a drug or alcohol test, he or she shall be allowed to leave work with no loss of pay for the shift.
- C. An employee who participates in a rehabilitation program may use his or her accumulated sick leave, vacation leave, and/or compensatory time for the period of the program. Apart from such use of paid leave, the employee will be relieved from duty and placed in unpaid status.

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

**Section 19.4.** This article applies to all employees of the Employer while on the job and to situations in which an employee's off-the-job or off-premises conduct impairs work performance or undermines public confidence in, or harms the reputation of, Copley Township.

- A. Although the Employer respects the private life of its employees, the Employer recognizes that involvement with alcohol and other drugs off the job eventually takes its toll on job performance. The Employer wants to be assured that employees will report to work in condition to perform their duties safely and efficiently in the interest of their fellow workers, the public as well as themselves.

**Section 19.5.** Employees are prohibited from engaging in the following:

- A. Reporting to duty or remaining on duty while having an alcohol concentration of 0.04 level or greater utilizing blood testing or 0.04 BAT Level Concentration or greater utilizing BAT breath testing.
- B. Reporting to duty or remaining on duty while using a controlled substance (including prescription drugs that impair the employee's ability to perform the assigned duties, unless the prescribing doctor has approved the employee's use of the prescribed drug while working).
- C. Testing positive for illegal controlled substances.
- D. Possessing alcohol or illegal controlled substances while on duty.
- E. Using alcohol or illegal controlled substances while on duty.
- F. Refusing to submit to a reasonable suspicion, return-to-duty, or follow up alcohol or controlled substance test. Such refusals include, but are not limited to, failing to provide adequate breath for alcohol testing or adequate urine for drug testing, substituting or attempting to substitute and/or adulterate the specimen, altering or attempting to alter the test results, and/or engaging in other conduct that obstructs the testing procedure.
- G. Failing to satisfactorily complete a drug or alcohol rehabilitation program, including aftercare, which the employee has enrolled in pursuant to this article.
- H. Testing positive at any time within twelve (12) months following return to work.

or

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

**Section 19.6.** If an employee violates any of the prohibitions listed in Section 19.5, the following consequences will result:

- A. The employee may be disciplined up to and including dismissal.
- B. The employee may be reassigned.
- C. The employee will be provided with information regarding the services available for alcohol and substance abuse.
- D. The employee will be referred for an evaluation by a substance abuse professional, if it is the employee's first violation.
- E. If the employee is not terminated, he or she will be subject to reevaluation, return-to-duty testing, and unannounced follow-up testing of a minimum of three (3) times in addition to the return-to-duty test during the twelve (12) month period of return to work and is required to report the use of any prescription or nonprescription medicines containing alcohol or controlled substances to his or her supervisor.

**Section 19.7.** An employee will be referred to testing for alcohol and/or controlled substances under the following circumstances:

- A. Pre-employment testing. Prior to the first time an employee performs official duties for the Department, the employee will be tested for alcohol and controlled substances. The employee will not be hired unless the alcohol and controlled substance test results are negative.
- B. Reasonable suspicion testing. A trained supervisor may refer an employee to undergo testing for alcohol or controlled substances based upon specific, objective facts and reasonable inferences drawn from these facts in light of experience and training. Such facts and inferences may be based on, but are not limited to, any of the following:
  - 1. Observable phenomena, such as direct observation of drug or alcohol use, possession, or distribution, or the physical symptoms of being under the influence of drugs or alcohol, such as, but not limited to, slurred, rambling or incoherent speech, odor of alcohol or marijuana, dilated pupils or bloodshot eyes, unexplained lack of coordination, impaired reaction time, sweaty or flushed skin, staggering or unsteady walk, uncharacteristic personality changes, dynamic mood swings, etc.;
  - 2. A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance (e.g., frequent absenteeism, excessive tardiness, recurrent accidents, etc.) which appears to be related to substance abuse and does not appear to be attributable to other factors;
  - 3. The identification of an employee as the focus of a criminal investigation into unauthorized drug possession, use, or trafficking;

4. A report of alcohol or other drug use provided by a reliable, credible and identified source;
  5. Repeated or flagrant violations of the Employer's safety or work rules, which are determined by a supervisor to pose a substantial risk of physical injury or property damage, which appear to be related to substance use and do not appear attributable to other factors; or
  6. A traffic accident occurring while the employee is operating a vehicle on duty or coming to work, resulting in physical harm to persons or property, in which the circumstances raise a question as to the existence of substance abuse by the employee involved.
- C. Return-to-duty testing. Before an employee who has been found to be in violation of conduct prohibited in Section 19.5 may return to duty, the employee must undergo testing for alcohol and controlled substances. The results of the alcohol test must show less than 0.04 level utilizing blood testing or 0.04 BAT Level Concentration utilizing BAT breath testing if the offense involved alcohol, and the controlled substance test must be negative if the offense involved controlled substances.
- D. Follow-up testing. When an employee has been found to be in violation of conduct prohibited in Section 19.5 and the employee is not terminated, the employee may be subject to a minimum of three (3) unannounced follow-up tests, in addition to the return-to-duty test, within the first twelve (12) months following the employee's return to duty.

**Section 19.8.** All drug screening and confirmation tests shall be conducted by a laboratory certified under the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs." The Employer and the laboratory shall have a clear and well documented procedure for collection, shipment, and accessing of urine specimens. The procedures utilized by the Employer and the laboratory shall include an evidentiary chain of custody and control and split sample collection and testing. The collection site person is responsible for maintaining the integrity of the specimen collection and transfer process. All procedures shall be outlined in writing and provided to the employees.

Each urine specimen may be tested for the following controlled substances:

<u>Substance</u>	<u>Initial Screening Level</u>	<u>Confirmation Level</u>
Amphetamines	1,000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml
Cocaine Metabolite	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	300 ng/ml
Opiate Metabolites	2,000 ng/ml	2,000 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml

Should the Substance Abuse & Mental Health Services Administration (SAMHSA) add to or delete from the current panel of controlled substances or alter the initial screening or confirmation levels, this program will be modified to conform to SAMHSA standards. Employees will be notified, in writing, of such changes.

**Section 19.9.** The Employer shall designate one (1) or more health clinics, emergency medical care centers, or hospitals for collection of alcohol and drug testing specimens, and all alcohol and drug testing specimens shall be collected by personnel of such health clinics, emergency medical care centers, or hospitals. All alcohol testing utilizing BAT breath testing shall be administered by a trained breath alcohol technician (BAT) certified to conduct such tests.

**Section 19.10.** Each employee shall execute medical releases when requested to do so by the Employer and/or substance abuse testing agency. Except as otherwise provided by state or federal law or with the permission of the employee, such releases shall only authorize the disclosure to the Employer of the employee's drug and alcohol test results and the employee's progress reports with regard to the employee's participation in a rehabilitation treatment program. However, in a grievance or other legal proceeding initiated by or on behalf of an employee involving the positive results of a substance abuse test, the Employer may disclose information obtained by it pursuant to this article to the decision-maker(s) without a release from the employee.

**Section 19.11.** This article is not to be utilized for criminal law enforcement purposes. However, nothing in this article shall prevent criminal law enforcement investigation of illegal activity. For example, an employee charged with operating a motor vehicle under the influence of alcohol and/or drugs of abuse (OMVI) may be required to submit to testing as part of the criminal investigation and the procedures of this article would not be applicable to that investigation. Furthermore, evidence derived in a criminal investigation, including drug and alcohol testing, may be used as evidence in a disciplinary proceeding.

**Section 19.12.** All employees shall receive at least two (2) hours of annual training covering alcohol and drug testing under this article and the dangers of, and signs and symptoms associated with, substance abuse. Each employee shall receive and sign an acknowledgment of receipt of such information and the required training, annually.

**Section 19.13.** All supervisors shall receive at least two (2) hours of initial training upon implementation of this article and two (2) hours of refresher training annually, thereafter, on the supervisor's role and responsibility in administering this program. The training shall include the signs and symptoms of substance abuse, documentation, confrontation and intervention methods, referral, and follow-up.

**Section 19.14.** Information regarding the effects of alcohol and controlled substance use on an individual's health, work and personal life, and information about drug and alcohol counseling, rehabilitation, and employee assistance programs will be periodically provided to employees.

**Section 19.15.** All employees subject to this article remain subject to all other policies, procedures, rules and regulations established by the Employer under its independent authority which are not inconsistent with the requirements herein. All employees also remain subject to all other relevant federal, state and local laws and regulations.

**ARTICLE 20**  
**DUTY HOURS**

**Section 20.1.** The regular work week for all bargaining unit members shall be defined as seven (7) days beginning on Friday at 2300.0 hours and ending the following Friday at 2259.59 hours. By mutual agreement a ten (10) hour or twelve (12) hour shift may be established and utilized in the department. The utilization and continuation of such alternative staffing arrangements shall be at the sole and exclusive discretion of the Employer, except that thirty (30) days notice will be given if alternative staffing schedules are to be discontinued.

**Section 20.2. Tour of Duty/Meals.** A "tour of duty" for a bargaining unit member means the normal eight (8) hour shift to which said member is scheduled to work or other mutually agreed upon shift duration. While on duty, employees shall be entitled to reasonable time for meals. During this period, employees shall be readily available to answer calls.

**Section 20.3.** A twenty-four (24) hour period shall comprise that time span beginning with a bargaining unit member's regularly scheduled tour of duty ending twenty-four (24) hours later.

**Section 20.4.** Special assignments are generally considered to be those assignments which are not full-time patrol assignments (e.g., Detective Bureau, Task Force, the D.A.R.E. Officer, etc.). The Chief or his designee may assign bargaining unit members to special assignments generally as they see fit, but shall offer special assignments to Full-Time Patrol Officers before Part-Time Patrol Officers, unless the Chief or his designee determines that the particular circumstances merit assignment of a particular Part-Time Patrol Officer and the Part-Time Patrol Officer's special assignment is temporary. A reasonable scheduling procedure to avoid stacking assignments, whether regular or special, is not solely a Management prerogative, and therefore, a scheduling process will be reviewed with the Union each year.

**Section 20.5.** Beginning with the first pay check in January, May, and September of each year, bargaining unit members not on special assignment shall be allowed the opportunity to bid for a preferred shift on the basis of seniority within rank. The Chief or his designee shall award shift preference subject to his assessment of the overall operational needs, safety, and welfare of the Township, and provided the bargaining unit member is otherwise qualified. Shifts shall be rebid if a shift assignment becomes available for a period which exceeds thirty (30) days and the tertiary shift period is less than one-half completed.

**Section 20.6. Adjustments.** Although classification seniority will generally govern shift selection (subject to Section 20.5) , the Employer reserves the right to deviate from the bidding procedure when it determines that such adjustments are needed as a result of the operational needs of the Employer, potential employment liability issues exist, and/or safety concerns that could potentially arise during a crisis situation. The parties agree that if the Employer makes such a determination, it may, at its sole discretion, take action to adjust the bid. However, the Employer agrees to articulate the reasons for adjusting the results of a given bid. If the results of a bid are adjusted at the time of the shift bidding procedure, so that a member is precluded from bidding a shift, the precluded member will be notified and will be provided with the opportunity to bid to a different slot based upon classification seniority. If the precluded member does not select a different slot, he will be placed in the last open slot available to him. If an event occurs between shift bidding periods that would require a member be moved from his bid shift, the

Chief may transfer the least senior member not on the same shift into the slot at issue and reassign the member being moved/precluded to the slot from which the least senior member was transferred until the next bid.

**Section 20.7.** Temporary emergency shift assignments shall be made at the discretion of the Chief or his designee. Temporary emergency shift assignments shall not exceed thirty (30) days and shall only be made in case of an emergency or other temporary operational need.

**ARTICLE 21**  
**OVERTIME**

**Section 21.1.** "Overtime hours" means quarter hours or multiples thereof which are worked by a bargaining unit member in excess of his normal tour of duty within a twenty-four (24) hour period or in excess of forty (40) hours within a work week, when approved by the Chief, the Sergeant on Duty or the Sergeant on call.

**Section 21.2.** Compensation shall not be paid more than once for the same hours under any provisions of this bargaining agreement.

**Section 21.3.** Overtime compensation will be paid for all hours worked by an employee outside of his/her normal tour of duty.

**Section 21.4.** Overtime compensation shall be compensated at (a) the rate of one and one-half the bargaining unit member's hourly rate of pay or (b) compensatory time off at the same rate to be taken on or before December 31 of each year as approved by the Chief or (c) as a lump sum payment of any remaining compensatory time off at the same rate on the first pay check following December 31 of each year. All carry over balances of compensatory time off (that were in existence as of January 1, 2012) must be utilized by not later than December 31, 2012, and any unused portions of those balances will be bought out by the Employer as of that date at the employee's then current regular hourly rate.

Beginning January 1, 2012, all newly earned compensatory time off must be used in the same calendar year in which it is earned, except that up to forty (40) hours of compensatory time off may be carried over into the next calendar year, but must then be used by not later than June 30 or such unused compensatory time off will be bought out by the Employer as of that date at the employee's then current regular hourly rate.

**Section 21.5.** Whenever approved by the Chief, employees called in to work or appearing in court on behalf of the Employer while off duty, shall be paid for the actual time worked or a minimum of three (3) hours, whichever is greater. This shall not apply to hours less than three (3) that are contiguous to a tour of duty. Said hours shall be paid in cash or compensatory time at the option of the employee in the next regularly scheduled pay check. In the event that an officer is scheduled for multiple appearances on the same day, the employee shall be entitled to separate minimum payments for each appearance unless the appearances begin less than three (3) hours apart, in which case the employee shall be paid for the sum total of such multiple appearances the actual time worked or a minimum of three (3) hours whichever is greater.

**Section 21.6.** If an employee is off work on sick leave and is unable to perform his/her job duties but is able to and does perform service which qualifies for payment under Section 21.5, the employee will be paid straight time for such service and the amount of sick leave which would otherwise have been charged to the employee will be reduced by the amount of such straight time payment. This applies to an employee who is on an extended sick leave, or when an employee uses sick leave during any twenty-four (24) hour period in which he/she renders service under Section 21.5. The following examples are intended to be illustrative, but not necessarily all-inclusive:

- A. Employee "A" is on extended sick leave and will receive 40 hours of sick leave for the week. Employee "A" makes a one-hour long court appearance on behalf of the Township during that week. Regardless of which days off and shift Employee "A" had been scheduled to work, Employee "A" will be paid three (3) hours of straight time for making the court appearance and charged with thirty- seven (37) hours of sick leave for that week.
- B. Employee "B" is scheduled to work Monday-Friday, 7:00 a.m. to 3:00 p.m. Employee "B" reports off sick on Monday, but Employee "B" is well enough to attend a one-hour long Department training at 6:00 p.m. that same evening. Employee "B" will be paid three (3) hours of straight time for attending the training and charged with five (5) hours of sick leave for that day.
- C. Employee "C" is scheduled to work Sunday-Thursday, 3:00 p.m. to 11:00 p.m. Employee "C" reports off sick on Tuesday. Employee "C" attends a two-hour long Department in-service on Friday. Employee "C" will be paid thirty-two (32) hours of straight time for work on Sunday, Monday, Wednesday and Thursday, eight (8) hours of sick leave for Tuesday, and three (3) hours of overtime for attending the in-service on Friday.

**ARTICLE 22**  
**HOLIDAYS/PERSONAL LEAVE**

**Section 22.1.** All full-time employees shall receive the following 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	Christmas Day
	Two Personal Days

**Section 22.2. Holiday Time/Crediting/Proration.** Employees shall earn eight (8) hours of holiday leave for each of the above-listed holidays. On January 1 of each year, each employee shall be credited with such time (i.e., eighty (80) hours of holiday time and sixteen (16) hours of personal leave) for the purposes of scheduling it off during the coming year.

**Section 22.3. Proration upon Hire/Separation.** An employee who is hired during the year shall receive a prorated amount of holiday time based upon the number of holidays that have yet

to occur after his date of hire. Any employee separating from service who has utilized holiday time for holidays occurring after the date of separation will be required to reimburse the Township from his separation payment for any time utilized but not earned. Such deduction shall be made from the employee's separation payment or final paycheck.

**Section 22.4. Rate of Pay for Holiday Work.** In addition to any applicable holiday leave, employees who work one of the following holidays shall be paid one and one-half (1 1/2) times their regular hourly rate of pay for all hours worked on that holiday referenced above: New Year's Day, Independence Day, Thanksgiving Day and Christmas Day. Employees who work any of the other listed holidays shall receive their regular rate of pay for all hours worked on the holiday, in addition to receiving eight (8) hours of holiday leave. For purposes of defining holiday premium hours, it shall commence at 12:00 a.m. on the actual date of the holiday and end twenty-four (24) hours later.

**Section 22.5. Holiday Leave Scheduling/Cashout.** Beginning January 1, 2012, all future grants of holiday leave must be used during the same calendar year in which the holiday occurs, and any unused holiday leave will be bought out by the Employer at the end of that calendar year, except that holiday leave granted for the Thanksgiving and/or Christmas holidays may be carried over into the next calendar year, but must then be used by not later than January 31 or such unused holiday leave will be bought out by the Employer as of that date.

**ARTICLE 23**  
**VACATION**

**Section 23.1. Service Credit.** Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Hours</u>
Less than one year	None
One but less than five years	80 hours
Five but less than ten years	120 hours
Ten but less than fifteen years	160 hours
Fifteen but less than twenty years	200 hours
Twenty years or more	240 hours

The six (6) weeks (240 hours) step of the vacation schedule will be eliminated for full-time employees hired on or after January 1, 2013. Full-time bargaining unit employees hired prior to January 1, 2013, shall continue to receive six (6) weeks of vacation after twenty (20) years of service or more.

**Section 23.2. Vacation Crediting.** Earned vacation shall be annually awarded in a lump sum on an employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at the time.

**Section 23.3. Vacation Scheduling.** Vacation requests of forty (40) or more hours shall be granted by seniority and shall be bid at the same time as the shift bid. Vacation requests for each shift bid period shall not exceed one hundred twenty (120) hours. Bargaining unit members not

granted the entire time off requested will be permitted to withdraw his vacation request. Vacation requests shall be granted at the discretion of the Chief of Police and shall not unreasonably be denied. Although an employee may not request vacation in excess of one hundred twenty (120) hours at the time of shift bidding, additional hours of vacation may be taken during the course of the shift bid period if such additional vacation is approved by the Chief of Police or his designee.

Members will be informed of the status of their vacation request in writing prior to the first day of the shift bid period.

Members not requesting vacation at the shift bid or requesting less than forty (40) hours time off will submit the request at least three (3) days prior to the requested time off. Requests less than forty (40) hours and/or not requested at the shift bid will be granted at the discretion of the Chief of Police and shall not unreasonably be denied.

**Section 23.4. Internal Transfer.** 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 **within Copley Township** should he elect a transfer.

**Section 23.5. Severance at Termination/Retirement.** Any employee who quits or is terminated or retires and has unused vacation time shall receive such vacation time. In the event an employee dies while on active service with the Township, the employee's estate shall be paid in cash the value of his/her accumulated but unused vacation time at the regular hourly rate at the time of death.

**Section 23.6. Mandatory Scheduling/Usage.** Beginning January 1, 2012, all future grants of vacation leave must be used by employees within twelve (12) months after the vacation leave is granted, and any unused vacation leave will be bought out by the Employer at the end of that twelve (12) month period.

**Section 23.7. Vacation Conversion.** After the annual allotment of vacation, an employee may take up to one-half (1/2) of his or her allotted vacation in pay. Further, an employee, upon the recommendation of the Chief of Police and approved by the Board of Trustees, may take additional vacation each year in pay.

**Section 23.8. Vacation Pay Rate.** Vacation pay shall be paid at the regular base rate of pay for the employee's job classification in effect at the time the payment is made.

**Section 23.9. Prior Service Credit.** Prior service as a part-time employee of the Copley Township Police Department shall be credited on a prorated basis, i.e., total number of paid hours as a part-time employee divided by two thousand eighty (2080), toward years of service as a full-time employee only for the following purposes:

- A. Credit toward retirement to the extent such credit allowable pursuant to the dictates of the Ohio Public Employees Retirement System, Law Enforcement, and
- B. For purposes of vacation accumulation.

**ARTICLE 24**  
**SICK LEAVE**

**Section 24.1.** Sick leave shall be defined as an absence with pay necessitated by (a) illness, injury or disability of an employee or a member of the employee's immediate family when the employee's presence is reasonably necessary; (b) exposure by the employee to contagious disease communicable to other employees; (c) medical, dental, or optical examination or treatment of an employee or a member of the immediate family when the employee's presence is reasonably necessary; or (d) pregnancy and/or childbirth and related conditions of an employee or an employee's spouse.

**Section 24.2.** All full-time employees shall earn sick leave at the rate of one and one-quarter (1 1/4) days per month and may accumulate such sick leave up to 1,600 hours; provided, however, that an employee shall not earn sick leave for any month unless he is in full pay status for at least twenty (20) work days during such monthly period.

**Section 24.3.** An employee who is to be absent on sick leave shall notify his/her supervisor of such absence, the reason for such absence, and the expected length of such absence at least three (3) hours before the start of his/her work shift, except in case of an emergency. If sick leave continues past the first day, the employee shall notify the on duty supervisor every day unless the supervisor agrees notification is not necessary.

**Section 24.4.** Sick leave may be used in segments of not less than one (1) hour.

**Section 24.5.** Upon returning to work for all sick leave usages of three (3) or more consecutive sick days, in order for the time off work to be charged against accumulated sick leave, the employee shall submit such proof of illness, injury, or disability as may be satisfactory to the Chief.

**Section 24.6.** Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Chief.

**Section 24.7.** The Chief may require an employee who has been absent due to personal illness, injury or disability, prior to and as a condition of his/her return to duty, to be examined by a physician designated and paid for by the Employer, to establish that he is not disabled from the performance of his/her normal duties, and that his/her return to duty will not jeopardize the health and safety of other employees.

**Section 24.8.** When the use of sick leave is due to illness, injury or disability of a member in the immediate family or for medical, dental, or optical examination or treatment of a member in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, stepchildren, or parents.

**Section 24.9.** An employee who transfers from this department to another department of the Employer shall be allowed to transfer his/her accumulated sick leave to the new department.

**Section 24.10. Outside Employment.**

- A. Employees who report off on sick leave shall not engage in outside employment for twenty-four (24) hours from the start of the shift reported off. For example, an individual assigned to the 7:00 a.m. to 3:00 p.m. shift who calls off sick shall not be eligible to engage in outside employment until 7:00 a.m. the next day.
- B. Employees who use less than four (4) hours of sick leave on a given shift for reasons other than their own personal illness shall not be subject to the restrictions of this section if such is permitted by the Chief upon his discretion which shall not be precedent setting.

**Section 24.11.** Sick leave may be used to extend funeral leave as provided in Article 26.

**Section 24.12.** At the time of retirement from active service with the Township, providing that the employee has completed ten (10) or more years of continuous Copley Township service, the employee may elect, by filing written notice to the Township Fiscal Officer within thirty (30) days prior to the effective date of retirement, to be paid in cash the value of his/her accumulated but unused sick leave credit, not to exceed 600 hours at the employee's current rate of pay. Such payment shall eliminate all sick leave credit accumulated by the employee at that time. Such payment shall be made only once to an employee during his/her lifetime. In the event an employee dies while on active service with the Township, the employee's estate shall be paid in cash the value of his/her accumulated but unused sick leave as provided above.

**ARTICLE 25**  
**SICK LEAVE BONUS**

**Section 25.1.** The following Sick Leave Incentives shall be implemented in the first pay check following the earning of such incentives:

<u>Number of Sick Hours Used</u>	<u>Compensatory Hours</u>	<u>Cash Bonus</u>
0 sick hours within half-year	16	and \$125.00 Bonus
0.1 - 8.0 sick hours within half-year	12	and \$100.00 Bonus
8.1 - 16.0 sick hours within half-year	8	and \$75.00 Bonus

**Section 25.2.** In order to qualify for such incentives, an employee must work an entire half-year (i.e., January 1 -June 30 or July 1-December 31) and be employed inactive pay status as a bargaining unit member as of the last day of the half-year. These incentives are not subject to proration. In addition, these incentives are not subject to retroactive application.

**ARTICLE 26**  
**FUNERAL LEAVE**

An employee shall be granted time off work with pay (not to be deducted from the employee's sick leave)for the purpose of attending the funeral of a member of the employee's immediate family or for bereavement at time of death. The employee shall be entitled to a maximum of four (4) work days for each death in his immediate family. "Immediate family" shall be defined for funeral leave purposes to include the employee's mother, father, stepmother, stepfather,

spouse, child, stepchild, sibling, parent-in-law, sibling-in-law, grandparents, and grandchild The funeral leave shall include the date of the funeral and/or the day(s) after death, unless the event occurs on the employee's day off, in which case the funeral leave shall include the employee's work day closest to the date of the funeral/death. An employee may extend funeral leave, with the approval of the Chief, with the use of his/her accumulated sick time. The provisions of Article 24, Section 24.10, shall apply to funeral leave.

**ARTICLE 27**  
**SPECIAL LEAVE**

**Section 27.1. Jury Duty Leave.** Any employee shall, if called for Jury Duty, endorse over one's "jury check" or "warrant" for his services on jury duty, and that employee will receive his regular pay. However, should the employee fail to turn over the "pay" for "jury duty" to the Township, as per the above, then that employee will not be compensated for those periods because of absence from work due to jury duty. Compensation for jury duty will not be paid if the jury service occurs on the employee's regularly scheduled days off, or if the employee is on an unpaid leave of absence. If an employee is off work on sick leave and is unable to perform his/her job duties but is able to and does fulfill jury service, the employee will be paid straight time for such jury service (occurring on the employee's regularly scheduled work days) and the amount of sick leave which would otherwise have been charged to the employee will be reduced by the amount of such straight time payment. In no event may payment for jury duty be combined with sick leave to result in overtime within any twenty-four (24) hour period.

**Section 27.2. Military Leave.** The Employer and the OPBA will comply with the requirements of all applicable federal and/or state military service statutes. Likewise, employees who participate in military service will be required to meet all applicable notice, service verification and return to work requirements prescribed by federal and/or state military service statutes.

**ARTICLE 28**  
**COMPENSATION**

**Section 28.1.** Bargaining unit members shall receive wage increases as follows:

First full pay following 1/1/2015 - 2.5%  
 First full pay following 1/1/2016 - 2.0%  
 First full pay following 1/1/2017 - 2.0%

	<u>Hourly Rate</u>	<u>Annual Salary</u>
	\$35.39	\$72,172.99
2015	\$36.27	\$75,451.48
2016	\$37.00	\$76,960.51
2017	\$37.74	\$78,499.72

**Section 28.2.** As soon as practicable after this Agreement has been ratified by the parties, all bargaining unit members will be required to receive their pay by direct deposit.

**ARTICLE 29**  
**LONGEVITY**

Beginning on their fifth year anniversary date of full-time service with the Township, and on each anniversary date thereafter while so employed, each bargaining unit member shall receive a \$100.00 longevity payment for each year of full-time service with the Township.

**ARTICLE 30**  
**EDUCATIONAL INCENTIVE**

**Section 30.1.** During the term of this Agreement, the Township shall pay two dollars (\$2.00) per hour for each hour of approved advanced police training accumulated by a bargaining unit member, not to exceed one thousand three hundred dollars (\$1,300.00) per bargaining unit member per year. Hours earned within the preceding five (5) year period pursuant to this section shall be cumulative for payment purposes, and the compensation earned under this section may be combined with other incentives provided in this article, subject to Section 30.6.

**Section 30.2.** Any employee who has received an Associate Degree shall receive additional pay in the amount of five hundred dollars (\$500.00) annually.

**Section 30.3.** Any employee who has received a Bachelor's Degree shall receive additional pay in the amount of one thousand dollars (\$1,000.00) annually.

**Section 30.4.** The compensation earned under Sections 30.2 and 30.3 shall not be cumulative, except as provided in Section 30.1.

**Section 30.5.** The maximum combined compensation allowable under this article shall not exceed one thousand five hundred dollars (\$1,500.00).

**Section 30.6.** Compensation earned pursuant to this article shall be paid in the first pay check of December of each year.

**ARTICLE 31**  
**TUITION REIMBURSEMENT/TRAINING EXPENSES**

**Section 31.1. Tuition Reimbursement Elimination.** This tuition reimbursement program is being eliminated effective January 1, 2012. Accordingly, tuition reimbursement will no longer be available to any current or future employees, except for those employees who, as of January 1, 2012, were enrolled in a degree seeking course of study the tuition for which was being reimbursed by the Township.

**Section 31.2.** When attending in-service school, employees shall be reimbursed for the cost of mileage and meals in accordance with current Township policy.

**ARTICLE 32**  
**UNIFORM ALLOWANCE**

**Section 32.1.** A committee consisting of the Chief of Police, a designated Lieutenant, and one

(1) member of each of the bargaining units (i.e., the Full-Time Patrol Officers, Sergeants and Part-Time Patrol Officers bargaining units) has been formed for the purpose of updating the uniform standards. The members of said committee shall make their best efforts to reach agreement upon said uniform standards within ninety (90) calendar days of the execution of this Agreement. Within thirty (30) days of posting updated uniform standards and at least annually thereafter, a uniform inspection will be conducted with each officer to determine whether any uniform deficiencies exist. During the term of this Agreement, the Chief of Police will approve the purchase of new and/or replacement items to conform with the Minimum Uniform Standard. Further, at any time during the term of this Agreement, any items listed on the Minimum Uniform Standard appearing in disrepair shall be presented to the Chief for approval for replacement as necessary.

**Section 32.2.** The Department will provide all employees with a Department-issued handgun, which handgun shall at all times remain the property of the Department.

**Section 32.3.** All newly hired probationary employees shall be issued a bullet proof vest and a flashlight within thirty (30) days of the date of appointment.

**Section 32.4.** Any police officer leaving the department for any reason within a one (1) year period from the date of appointment shall reimburse the Township one-half (1/2) of all monies expended for the purpose of clothing for the party upon termination of employment. The Township shall be authorized to deduct from any pay or allowance yet due such employee, any monies it advanced or paid by the Township for the said officer's clothing. The officer shall also return all items furnished by the Township.

**Section 32.5.** Plain clothes officers shall receive a clothing reimbursement in the maximum amount of \$900 per year. Reimbursements will be paid prorata to coincide with the shift bids in Article 20, with reimbursements for the preceding bid period paid in the first pay period in January, May and September.

### **ARTICLE 33** **INSURANCE**

**Section 33.1. Health Insurance.** The Employer shall make available to the employees health insurance. For the year 2015, employees electing to receive health insurance coverage through the Township shall pay \$67.00/month for family coverage, \$49.00/month for employee and spouse coverage, \$42.00/month for employee and child coverage, and \$21.00/month for single coverage. Effective January 1, 2016, employees receiving health insurance coverage through the Township shall pay five percent (5%) of the applicable costs for coverage per month. Effective January 1, 2017, employees receiving health insurance coverage through the Township shall pay seven percent (7%) of the applicable costs for coverage per month. The Employer is hereby authorized to deduct said amount from the employee's wages each month. In exchange, the Employer will maintain hospitalization and medical service coverage similar to its current coverage to the extent that such coverage is available at a maximum increase to the Employer of ten percent (10%) per year. The employee's contribution for in-network deductible for health insurance coverage shall not exceed \$500 single/\$1,000 family in 2012 and thereafter unless agreed to by the Union. The Employer may change insurance carriers and/or plans in order to keep its cost within the 10% maximum. In the event the Township is considering changes in

health insurance carriers and/or plans, the Township shall activate the Committee described in Section 33.7.

**Section 33.2. Life Insurance.** The Employer will provide and pay the full premium on behalf of each full-time employee for term life insurance with a death benefit of \$50,000.00 under its current carrier. The Employer shall be free to change insurance carriers as long as employees are provided with comparable benefits.

**Section 33.3. Professional Liability Insurance.** The Employer will provide and pay the full premium on behalf of each employee liability insurance under its current carrier. The Employer shall be free to change insurance carriers as long as employees are provided with comparable benefits.

**Section 33.4. Disability Insurance.** The Employer will provide and pay the full premium on behalf of each employee disability insurance under its current carrier. The Employer shall be free to change insurance carriers as long as employees are provided with comparable benefits.

**Section 33.5. Vision Care Insurance.** The Employer and employees shall equally share the premium for an Employee Vision Care Program offered by the Employer. The Employer is authorized to deduct from the employee's wages an amount equal to one-half of the monthly premium for said coverage. The Employer shall be free to change insurance carriers as long as employees are provided with comparable benefits at comparable premiums. Employee participation shall be optional.

**Section 33.6. Dental Insurance.** The Employer shall make available to the employees dental insurance. For the year 2015, employees receiving dental insurance coverage through the Township shall pay \$8.00/month for family coverage, \$4.00/month for employee and spouse coverage, \$5.00/month for employee and child coverage and \$2.00/month for single coverage toward the cost of the premium. Effective January 1, 2016, employees receiving dental insurance coverage through the Township shall pay five percent (5%) of the applicable costs for coverage per month toward the cost of the premium. Effective January 1, 2017, employees receiving dental insurance coverage through the Township shall pay seven percent (7%) of the applicable costs of coverage toward the cost of the premium. The Employer is hereby authorized to deduct said amount from the employee's wages each month. In exchange, the Employer will maintain dental coverage similar to its current coverage to the extent that such coverage is available at a maximum increase to the Employer of ten percent (10%) per year. The employee's dental deductible shall not be greater than in effect at the time of execution of this Agreement provided it is available to the Township within the 10% maximum. The Employer may change insurance carriers and/or plans in order to keep its cost within the 10% maximum. In the event the Township is considering changes in dental insurance carriers and/or plans, the Township shall activate the Committee described in Section 33.7.

**Section 33.7. Health Care Review Committee.** The bargaining unit agrees to participate in a Township-wide Health Care Review Committee. The bargaining unit shall designate one representative to be a member of a newly formed Township Health Care Review Committee. Said Committee shall consist of the following individuals and/or representatives: one member designated by each bargaining unit in the Township, each department head or their designee, Township Trustees or their designee and the Township Fiscal Officer or her designee. The

purpose of the Committee is to review health care proposals which provide comparable coverage under the current township health plan but at a reduced cost to the Township and the employees. Upon review the Committee shall make a recommendation to the Township Trustees by ranking its selection from most favorable to least favorable.

**Section 33.8. Miscellaneous.** The following are incorporated into this Agreement by reference: (a) the Copley Township Health Insurance Agreement dated February 23, 2005; and (b) Sections 501(6) through 501(9) of Copley Township Policy 501. Effective January 1, 2015, the amounts contributed to employees' Health Reimbursement Arrangements as provided in Policy 501(6) shall be increased to the following amounts:

Single coverage	\$1,000	maximum carryover \$1,000
Two-person coverage	\$1,250	maximum carryover \$1,500
Family coverage	\$1,500	maximum carryover \$2,000

**ARTICLE 34**  
**PERSONNEL FILES**

**Section 34.1.** An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the OPBA present when reviewing his file. A request for copies of items included in the file shall be honored.

**ARTICLE 35**  
**RESIDENCY**

**Section 35.1.** Although there are no limitations or restrictions placed upon an employee's place of residence, employees recognize that it is a duty to promptly respond to emergency notifications and it is a duty to report to work promptly when scheduled. Location of residence shall not be an acceptable excuse for tardiness, failure to respond or absence from work.

**ARTICLE 36**  
**MEDICAL TESTS AND EAP/FITNESS FOR DUTY**

**Section 36.1. Medical Tests.** In any instance where the Employer sends an employee for a medical test, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination.

**Section 36.2. EAP/Fitness for Duty.** Employees may be referred for mandatory participation in the Employee Assistance Plan (EAP) and/or fitness for duty examination. Referrals may be made as provided in Article 19 of this Agreement, except that referrals may be made for reasons other than suspicion of drug or alcohol use. All referrals hereunder shall be to an EAP, psychologist and/or physician designated by the Township and shall be at the Township's expense to the extent not covered by applicable health insurance. The Employer shall provide written notice to the OPBA of a mandatory referral.

In the event an employee is referred for a mandatory fitness for duty examination and is determined to be unfit to perform the essential functions of his or her duty by a psychologist

and/or physician, the employee may be placed on unpaid medical leave status for a period of six (6) months after the exhaustion of all paid leave benefits. The employee shall have the option to attend the employee's private physician/psychologist at the employee's expense or as covered by applicable health insurance. The employee's private physician/psychologist may determine that the employee is eligible to return to duty upon written medical documentation provided to the Township. In the event the Township physician/psychologist and the employee's private physician/psychologist disagree, the parties shall mutually select a third neutral physician/psychologist to examine the employee. The third neutral physician/psychologist's determination shall be final and not subject to the grievance procedure.

**ARTICLE 37**  
**ISSUANCE OF PAY CHECKS**

**Section 37.1. Issuance of Pay Checks.** Pay checks shall be issued in a timely fashion with respect to all shifts.

**ARTICLE 38**  
**BULLETIN BOARDS**

**Section 38.1. Bulletin Boards.** The OPBA will be allowed a bulletin board for official OPBA notices. Political, obscene or insulting material shall not be posted.

**ARTICLE 39**  
**SENIORITY**

**Section 39.1. Definitions.** For all other purposes set forth in this Agreement "seniority" shall be defined as follows:

- a. **Total Seniority:** Total seniority is defined as an employee's total length of uninterrupted continuous full-time service with the Employer, excluding any calculated proration of part-time service.
- b. **Department Seniority:** Department seniority is defined as an employee's total length of uninterrupted continuous full-time service with the Employer, excluding any calculated proration of part-time service.
- c. **Classification/Rank Seniority:** Classification/Rank seniority is defined as an employee's total length of uninterrupted continuous full-time service within a specific rank within the Copley Township Police Department, excluding any calculated proration of part-time service.

**ARTICLE 40**  
**LIGHT DUTY ASSIGNMENTS**

**Section 40.1. Light Duty Assignments.** A member who is not physically capable of performing full duty tasks as a result of an illness or injury to that member, with approval of a physician and the Chief or his designee, may be assigned to light duty tasks on a temporary basis (i.e., not to exceed thirty (30) calendar days) if the Chief or his designee determines that such

assignments are reasonably available. Such time period may be extended by the Chief or his designee. Decisions by the Chief/designee regarding the approval or disapproval of assignments and extensions thereof shall not be considered as precedent setting.

**ARTICLE 41**  
**FAMILY AND MEDICAL LEAVE ACT**

**Section 41.1. Family and Medical Leave Act.** Attached to this Agreement as Appendix A is a notice issued by the United States Department of Labor concerning the Family and Medical Leave Act and the rights and benefits it confers.

**ARTICLE 42**  
**RETENTION OF BENEFITS**

During the term of this Agreement the Township shall not adopt any ordinance or resolution that reduces or impairs any benefit set forth in this Agreement. The terms of this Agreement shall be deemed as superseding any such ordinances or resolutions.

**ARTICLE 43**  
**SUSPENSION IN CASE OF EMERGENCY**

**Section 43.1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Executive of the County of Summit, the Board of Trustees, or their designees, resulting from acts of God; civil disorder, or otherwise, the terms and conditions of this Agreement shall automatically be suspended. Wages and matters of compensation shall not be subject to said suspension.

**Section 43.2.** Upon the termination of the emergency, valid grievances existing prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed.

**ARTICLE 44**  
**IMPLEMENTATION OF AGREEMENT**

Any bargaining unit member employed during the term of this Agreement but who separates from employment prior to ratification hereof shall be entitled to all retroactive pay for all actual time worked.

**ARTICLE 45**  
**WORKERS' COMPENSATION**

**Section 45.1. Salary Continuation for Workplace Injuries.** An employee who suffers a compensable workplace injury can, subject to the below-mentioned terms, receive salary continuation with full benefits while on leave (insofar as the employee is considered to be temporarily and totally disabled by the Bureau of Workers' Compensation) in lieu of payment of temporary total disability benefits from the Bureau of Workers' Compensation (BWC). Payments for related medical benefits are the responsibility of the BWC.

**Section 45.2. Qualifications.**

- A. The injury must be an allowed BWC claim. In no event will compensation commence before paperwork is filed with the BWC.
- B. Competent medical proof of disability must be provided via proper documentation. The attending physician must complete the appropriate form in its entirety and affix his/her original signature to the form.
- C. The employee must complete a First Report of Injury (FROI) and sign a salary continuation agreement (C-55), authorization to release medical information and election form.
- D. The Township reserves the right to have the employee examined by a physician of its choice at the Township's cost to confirm the medical diagnosis and/or the period of disability. Failure to submit to examination will result in termination of injury leave benefits.
- E. Injury leave time will be paid for only those period(s) of lost time that otherwise would qualify the employee for receipt of Workers' Compensation lost time benefits, subject to the following limitations.

**Section 45.3. Termination Conditions**

- A. Attending physician releases employee to return to work.
- B. Employee returns to work for another employer.
- C. Employee fails to return to a transitional "limited duty" assignment consistent with his/her medical restrictions and approved by the employee's treating physician.
- D. Employee fails to appear for employer sponsored medical examination.
- E. Employee has reached maximum medical recovery and/or the condition has become permanent.
- F. Regardless of the above conditions of termination, management may, at its sole discretion, terminate injury leave benefits at any time if disability exceeds sixty (60) calendar days. In the event the employer terminates an employee's salary continuation, the employee may apply for BWC benefits.
- G. The claim is found to be fraudulent after payment has commenced.
- H. The employee attempts to collect both wage continuation and temporary total compensation; and
- I. Employment is terminated.

**Section 45.4. Rate Reduction Programs.** The Township may email in any rate reduction/cost savings program, incentive, etc. authorized by the BWC with the goal of achieving the greatest amount of premium/cost savings for which the Township is eligible.

- A. The provisions of the BWC rate reduction program shall be in addition to Article 19 of this Agreement to the extent any requirements of the program conflict with Article 19 and are necessary for the Township to enroll in the BWC Drug Free Workplace Program with the greatest amount of premium/cost savings for which the Township is eligible and provided the Township has implemented its requirements under the program.
- B. The Union shall be notified at least ten (10) days before the starting date of the Township's enrollment in any new BWC rate reduction program. If requested by the Union, the Township and Union shall meet to discuss the written policy of the new Bureau of Worker's Compensation rate reduction program.

**ARTICLE 46**  
**DURATION OF AGREEMENT**

This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein shall become effective January 1, 2015, and shall remain in full force and effect until December 31, 2017. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2017, notice of such desire shall be given prior to November 1, 2017. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract. If no notice seeking modification is given, then the Agreement shall remain in effect for another year.

In the event of an impasse, any dispute will be resolved through the ORC 4117.14 dispute resolution procedure.

**EXECUTION**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 19<sup>th</sup> day of April 2016.

**FOR THE COPLEY TOWNSHIP  
BOARD OF TRUSTEES**

  
Helen J. Humphrys, President

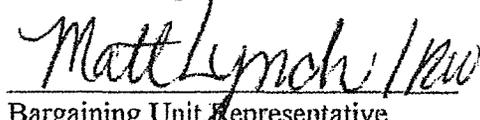
  
Scott D. Dressler, Vice President

  
Dale A. Panovich, Trustee

  
Michael D. Esposito, Labor Consultant  
Clemans, Nelson and Associates, Inc.

**FOR THE OPBA**

  
Randy Weltman, OPBA Representative

  
Bargaining Unit Representative

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Bargaining Unit Representative