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AGREEMENT

BY AND BETWEEN

THE BOARD OF CLEARCREEK TOWNSHIP TRUSTEES

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (SERGEANTS)

FROM

JANUARY 1, 2015

THROUGH

DECEMBER 31, 2017

81085960.1

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PREAMBLE

This Agreement is entered into by and between the Trustees of Clearcreek Township, hereinafter referred to as "**the Township**", and the Ohio Patrolman's Benevolent Association, hereinafter referred to as "**the Union**" or the **OPBA**.

ARTICLE 1
RECOGNITION

SECTION 1.1 - RECOGNITION

The Township recognizes the Union as the sole and exclusive representative and bargaining agent of all full-time police sergeant employees of the Department as set forth in the certification of the State Employment Relations Board in Case Number 2011-REP-09-0080 for purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

SECTION 1.2 - MALE PRONOUN

Whenever the male pronoun or adjective is used in this Agreement, it shall be deemed to also include the female, unless otherwise indicated.

ARTICLE 2
INTEGRITY OF AGREEMENT

SECTION 2.1 - SUPERSEDES ALL PREVIOUS AGREEMENTS

The Township and the Union agree that the terms and provisions contained in this written Agreement constitute the entire agreement between the parties and supersede all previous communications, understandings, or memoranda of understandings, pertaining to any matters set forth in this Agreement, or to any other matter. This Agreement expresses all obligations and restrictions imposed on each of the respective parties during its term.

SECTION 2.2 - INTEGRITY

The Township and the Union agree that during the negotiations which preceded this Agreement, each party had the unlimited right to make any demands or proposals and to bargain about each and every proposal made. The results of such negotiations are contained herein.

ARTICLE 3
MANAGEMENT'S RIGHTS

SECTION 3.1 - MANAGEMENT'S RIGHTS

The Township shall retain all of the rights, powers and authority vested in it prior to the date of this Agreement. Unless the Township has specifically set forth in this Agreement a limitation upon the Township's or the Police Chief's right or duty to manage the Police Department, the Township shall retain all rights imposed upon it by law, to carry out the administration of the Township and the Police Department. The right to manage shall include, but not be limited to:

A - The right to direct, supervise, hire, promote, demote, suspend, discipline, or discharge, for just cause; transfer, assign, schedule and retain employees.

B - The right to relieve employees from duty and determine the number of personnel needed in the Police Department, or to perform any function; determine the services to be rendered, the operation to be performed, utilization of technology, and overall budgetary matter.

C - The right to purchase equipment, material or services, or to contract for services if necessary for the efficient management of the Police Department.

D - The right to determine the appropriate job duties and personnel by which operations are to be conducted; determine the overall mission of the Police Department; maintain and approve the efficiency and effectiveness of the Police Department, and the Township.

E - The right to make reasonable rules to regulate the Police Department, and to establish and amend policies and procedures, and necessary rules relating to the operation of the Police Department in regard to any matter.

F - The right to take any necessary actions to carry out the mission of the Police Department and to take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.

G - The right to determine equipment to be used; the processes, techniques, methods and means of operations, schedules of shifts and working hours, maintain and amend occupational classifications and job descriptions and establish working rules, regulations, policies and procedures governing the conduct of the employees.

H - The power to determine the geographical location of Township facilities, to establish new units and relocate or eliminate existing units or facilities in part or in total.

I - The authority to assign shifts and duties.

J - The right to determine the methods, means and number of personnel needed to carry out Departmental responsibilities.

K - The right to take such actions as may be necessary to carry out services as determined by the Township or the Chief of Police and/or his designee.

L - The right to introduce new or improved methods, operations, equipment of facilities.

M - The right to schedule overtime work as required.

N - The right to determine the need for additional educational courses, training programs, on-the-job training and cross-training.

The parties agree where a management right is listed more than once such listings are inter-changeable.

SECTION 3.2 - EXTENT OF MODIFIED RIGHTS

Where the rights, powers, and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided herein.

ARTICLE 4
EMPLOYEE'S RESPONSIBILITY

SECTION 4.1 - EMPLOYEE'S RESPONSIBILITY

The Union recognizes that the delivery of services in the most efficient and effective manner is of paramount importance and interest to both the Township and the Union. Maximum service to the community is recognized to be a mutual desire of both parties within their respective roles and responsibilities. Work procedures, schedules, and assignments for improving services may be established and/or revised from time to time, in accordance with the management rights provision of this Agreement, so long as no right guaranteed under the Agreement is violated. Each employee covered by the Agreement has the primary responsibility to render the utmost in efficient service to the Police Department and the Township.

ARTICLE 5
NO STRIKES

SECTION 5.1 - NO STRIKES

The Union agrees that during the term of this Agreement, there shall be no strikes, work stoppages, slow-downs, picketing, job actions, including any concerted activity. Union officers, stewards, and employee representatives will continue to carry out their duties as employees and will take positive action to bring the concerted activity to an end.

ARTICLE 6
NON-DISCRIMINATION

SECTION 6.1 - NON-DISCRIMINATION

The Township and the Union agree that there should be no discrimination against any employee relating to employment on the basis of race, color, creed, national origin, age, sex or disability. The parties further agree that there shall be no discrimination in regard to membership or non-membership in the Union or because of participation or non-participation in any lawful activity on behalf of the Union.

ARTICLE 7
DUES DEDUCTION

SECTION 7.1 - MEMBERSHIP AND FAIR SHARE

The Township agrees to deduct OPBA membership dues and fees in the amount certified to be correct by the OPBA to the Township from the pay of those employees who are in the bargaining unit. The Township agrees also to deduct OPBA initiation fees and assessments in an amount certified to be correct by the OPBA to the Township from the pay of appropriate OPBA members.

Employees who are not members of the OPBA shall as a condition of employment pay the OPBA a fair share fee. The amount of the fair share fees shall be determined by the OPBA, but shall not exceed dues paid by members who are in the Bargaining Unit. The amount of such fair share fee shall be made known by the OPBA to the Employer at such time during the term of this Agreement as is necessary to be accurate. Such payment shall be subject to an internal rebate procedure meeting all requirements of State and Federal laws.

The automatic deduction shall be initiated by the Employer whenever an employee who is not a member of the OPBA has completed the first sixty (*60*) days of employment, or sixty (*60*) days after the effective date of this Agreement.

SECTION 7.2 - DEDUCTIONS

One twenty-sixth (1/26) of the total, annual deduction shall be made from each pay period, which results in an equal amount being withheld during each pay period. The Township agrees to furnish the OPBA office in North Royalton, Ohio once each calendar month, a check in the aggregate amount of the deductions made for that calendar month together with a list of members from whom deductions were made.

SECTION 7.3 - TOWNSHIP HARMLESS FOR DUES DEDUCTION

The OPBA agrees to hold the Township harmless from all claims or lawsuits arising out of deduction of such dues.

SECTION 7.4 - TERMINATION OF PAYMENT

The Township shall be relieved from making such individual deductions upon an employee's: (*1*) termination of employment, (*2*) transfer to a job other than the one covered by the bargaining unit, (*3*) layoff from work, (*4*) any pay period during which the employee does not earn enough wages for the OPBA dues to be deducted after all other deductions are made.

ARTICLE 8
PROBATIONARY PERIOD

SECTION 8.1 - PROMOTIONAL PROBATION

The probationary period for any promoted position within the bargaining unit shall be six (*6*) months. The Chief of Police has authority to extend the probationary period beyond that period for any employee for three (*3*) months increments, not to exceed six (6) months, if the Chief feels additional time is necessary to sufficiently evaluate and/or to adequately train the employee for the position promoted to. A new hired supervisor not currently employed by the Clearcreek Township Police Department, shall have a probationary period of not less than six (*6*) months and at the option of the Chief, up to but not more than one (*1*) year.

ARTICLE 9
GRIEVANCE PROCEDURE

SECTION 9.1 - DEFINITION AND STEPS

A. **DEFINITION -** A grievance is defined as an allegation that the terms of this written Agreement have been violated. Resolution of grievances shall be pursued in accordance with the following steps:

STEP 1

An employee who has a grievance may discuss the grievance with his or her immediate supervisor if an oral discussion may be conducive to resolving the matter. An oral discussion will, however, not relieve the employee from the obligation of filing a written grievance within the time period set forth herein. A grievance shall be reduced to writing

and set forth the details of the grievance (*i.e., the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested*), and shall be submitted to the immediate supervisor within ten (*10*) calendar days after the grievance, became known or should have been known. The day following the date of the occurrence or discovery of occurrence shall be considered the first day of the ten (*10*) day period. The immediate supervisor should give a response in writing to the Grievant within five (*5*) calendar days after the grievance was presented.

STEP 2

If the grievance is not resolved at **STEP 1** to the satisfaction of the Grievant, it shall be presented by the Grievant to the Chief of Police (*or designee*) within five (*5*) calendar days of the decision of the immediate supervisor. If the immediate supervisor has failed to respond to **STEP 1**, the grievance must be submitted to the Chief of Police (*or designee*) within ten (*10*) calendar days of the date it was submitted to Step 1. The Chief of Police (*or designee*), after conferring with the Assistant Administrator should respond in writing within fourteen (*14*) calendar days of the date of the receipt of the grievance.

STEP 3

Should the Grievant after receiving the written response to their grievance at **STEP 2** of this procedure still feel that the grievance has not been resolved satisfactorily, then the grievant may appeal in writing within five (*5*) calendar days to the Township Administrator. The Township Administrator shall respond in writing within fourteen (*14*) calendar days of receipt of the grievance.

STEP 4

Should an employee/grievant, after receiving the written response to the grievance at **STEP 3** of the Grievance Procedure still feel that the grievance has not been resolved to his or her satisfaction may, through the OPBA, move the grievance to be heard by an Arbitrator. The OPBA shall notify the Trustees of the intent to arbitrate within fifteen (*15*) days of receipt of the written response from **STEP 3**. Within fifteen (*15*) days following the Trustees receipt of the OPBA 's notification for arbitration, the Trustees and a OPBA representative will attempt to select an impartial arbitrator by mutual agreement. If no agreement is reached, a joint letter will be issued requesting the Federal Mediation and Conciliation Service to provide a list of nine (*9*) arbitrators. Upon receipt of such list, the OPBA and the Trustees shall alternately cross off one name until one name remains, that person being selected as Arbitrator. A date will be set as soon as possible in accordance with the wishes of the Trustees, the OPBA, and the availability of the Arbitrator. The decision of the Arbitrator shall be binding on all parties. The cost of the arbitration shall be equally shared by the Township Trustees and the OPBA. The expense of expert witness shall be paid by the party producing the same. The employee filing the grievance shall have the right to have representation of the OPBA at anytime after **STEP 1** of the Grievance Procedure.

SECTION 9.2 - TIME LIMITS

The time limits imposed in this Article may be extended at any step by mutual written consent of the parties in that step.

The time limit set forth in this grievance procedure may be waived by mutual agreement of the parties in writing. Unless such time restrictions are waived, they shall be strictly applied. The burden of complying with the time restrictions falls upon the grievant and the Union pursuing the grievance. Failure by the grievant to comply with the time limits set forth in this procedure shall result in the termination of the grievance. The events or acts of the Township giving rise to the grievance shall be deemed to have been within the proper authority of the Township, and not in violation of the terms of this Agreement. Failure on the part of any supervisor, the Chief of Police (*or designee*), the Township Administrator, or the Trustees, to respond within the time limits set forth in this Agreement, shall be the equivalent of a denial of the grievance, and shall not be construed as a default or a granting of the relief requested.

SECTION 9.3 - CLASS ACTION

In any grievance filed by a class of employees, that class shall select one employee to represent it.

SECTION 9.4 - EXCLUSIVE REPRESENTATION

All grievances shall be brought exclusively through the union by its designated representatives. The employees covered hereunder and the township shall be bound by any decision, determinations, agreements, or settlements which may be effectuated pursuant to invoking the grievance-arbitration procedure including any determinations as to the merits or arbitrability of a grievance, as shall be made by the authorized representatives who are employees covered by this Agreement handling the grievance, provided however, that such determinations regarding arbitrability or merits shall be made upon the facts with which the authorized representatives are confronted.

SECTION 9.5 - GRIEVANCE AND/OR COMPLAINT RESOLUTION

With respect to grievances or complaints which arise under this Agreement, this Agreement is to be used exclusively in the resolution of a grievance or complaint in lieu of the Township Complaint Resolution Procedure described in the Employee Handbook.

ARTICLE 10
DISCIPLINE

SECTION 10.1 - DISCIPLINARY ACTION

The Township, or designee, may take disciplinary action against any employee covered by this Agreement for just cause. The normal progression of discipline shall be verbal

reprimand (*written documentation*), written reprimand, suspension, demotion, and termination. Nothing in this Agreement shall restrict the right of the Township to impose any penalty, including termination, if the offense merits a greater penalty than the disciplinary steps set forth above. Employees demoted pursuant to this Section shall not be eligible for promotion for a period of one (1) year following the demotion.

The exclusive means of appeal of a suspension, demotion, or termination shall be the grievance procedure set forth in Article 9, and shall begin at Step 3. An employee who is disciplined under this Article may waive the initial steps of the grievance procedure and proceed directly to Step 3 of the grievance procedure. Discipline less than a suspension may not be appealed beyond Step 3 of the grievance procedure.

The Chief shall approve all discipline regardless of the level of discipline. The Chief shall have the authority to institute all levels of discipline up to and including termination without the approval of and without a hearing before the Board of Trustees.

SECTION 10.2 - DISCIPLINARY PROCESS

When the Township, or designee, commences a disciplinary action that may result in a suspension, demotion, or termination, the following process shall be utilized:

(1) Pre-disciplinary Hearing.

A pre-disciplinary hearing shall be scheduled to determine the merit of the allegations against the employee. The pre-disciplinary hearing will be conducted by the Chief or his designee. The Chief, or his designee, shall begin the pre-disciplinary hearing by informing the employee of the charges against him. The pre-disciplinary hearing is not intended as an evidentiary hearing but only as an opportunity for the employee to present his side of the facts and to prevent mistaken initial determinations of the employee's misconduct. The employee has the right to appear in person at the pre-disciplinary hearing and to be represented by counsel or a union representative; provided, however, that the employee's counsel or union representative shall not hinder the finding of facts in any way. The Chief, or his designee, shall set a date for the pre-disciplinary hearing within twenty-one (*21*) calendar days of the Chief receiving the investigation report, which sets forth the allegations against the employee. All time limits on the grievance procedure will be held in abeyance pending the conclusion of this procedure. Anytime prior to the pre-disciplinary hearing, the employee may elect in writing to waive his opportunity to have a pre-disciplinary hearing. The employee shall be given a copy of the investigation report, which sets forth the allegations against him at least seven (*7*) calendar days prior to the pre-disciplinary hearing.

(2) Disciplinary Hearing.

The Chief shall schedule a disciplinary hearing to occur no later than twenty-one (*21*) calendar days following the conclusion of the pre-disciplinary hearing. At the disciplinary hearing, the employee has the right to (1) appear in person and be represented by legal counsel or a union representative of the employee's choosing, (2) examine any witnesses which may be presented against the employee, (3) present any

witnesses or documents which the employee may choose in their defense, and (4) answer all charges against them. The employee must provide a list of witnesses that the employee intends to call and submit all documents that the employee intends to introduce no later than seven (*7*) calendar days before the disciplinary hearing. The Chief may issue discipline, up to and including termination, at the conclusion of the disciplinary hearing or within seven (*7*) calendar days.

During the disciplinary process established in this Section, the Chief may, at his discretion, place the employee who is subject to potential discipline on administrative leave, with or without pay, until the conclusion of the disciplinary process. Administrative leave without pay will only be used in circumstances where the employee is charged with a criminal offense.

ARTICLE 11
EDUCATION

SECTION 11.1 - ANNOUNCEMENTS

Announcements for all police training schools, seminars, classes or academies that come to the attention of the Township shall be posted in a common location upon receipt for inspection by full time employees.

SECTION 11.2 - MINIMUM

During each calendar year a minimum of sixteen (*16*) hours of continuing education at the employee's choosing shall be available for each employee. Requests for continuing education shall be submitted in writing to their immediate ranking supervisor as far in advance of the training as possible. Such request shall include, all costs itemized with the greatest reasonable accuracy. The Training Officer has the authority to determine the need for additional educational courses, training programs, on-the-job training and cross training.

The Chief of Police may reject requests on the grounds of financial restraints, inappropriate topic or irreconcilable scheduling difficulties. Any employee who submits a request for schooling as set forth in the above, and is denied, shall be notified in writing as to the reason.

Employees scheduled to work first shift on the day immediately prior to the scheduled training shall, upon request, have working hours for that day changed to allow at least eight and half (*8½*) hours off prior to reporting for said training.

SECTION 11.3 - FAILURE TO SCHEDULE

Failure of the full time employee to submit a request for training prior to the first (*1st*) of November of each year may result in forfeiture of paid training.

SECTION 11.4 - EDUCATIONAL BENEFIT INCENTIVE

In the first pay period of December of each year, on a separate check from any other payment due, qualified employees that have completed their one year probation will receive the following benefit:

- Employees with an Associate's Degree will receive $400.00
- Employees with a Bachelor's Degree will receive $600.00
- Employees with a Master's or other post-graduate degree will receive $800.00

Proof of completion (i.e., a certificate or degree) must be received by December 1 of each year to qualify for the educational benefit.

Employees are only eligible to receive a bonus for the highest level of education they have attained, regardless of whether they hold more than one of the degrees mentioned above.

ARTICLE 12
HOLIDAYS

SECTION 12.1 - PAID HOLIDAYS

Employees shall be entitled to the additional pay described in this Article for the following holidays during the term of the Agreement:

1) NEW YEARS DAY, 2) DR. MARTIN LUTHER KING, JR. DAY, 3) POLICE MEMORIAL DAY (*MAY 15TH*), 4) MEMORIAL DAY, 5) INDEPENDENCE DAY, 6) LABOR DAY, 7) COLUMBUS DAY, 8) VETERANS DAY, 9) THANKSGIVING DAY, 10) CHRISTMAS DAY

SECTION 12.2 - HOLIDAY DURING VACATION LEAVE

If a holiday occurs while an employee is on vacation leave, such leave time will not be charged against the employee's vacation balance.

SECTION 12.3 - WORKING HOLIDAYS

If an employee is required to work on a holiday, that employee shall receive payment at the rate of time and one-half (*1½*) his regular rate for each hour worked. Payment may be made in the form of cash or by award of compensatory time, as requested. See **ARTICLE 13, SECTION 3**. In addition the employee shall receive eight and a half (*8.5*) hours of holiday pay which will be paid in cash.

If the employee is required to work past the scheduled shift on the holiday, the employee will receive an additional hour of holiday pay for every hour of overtime worked on the holiday. If the employee calls in sick during the holiday that employee will lose the eight and a half (*8.5*) hours of holiday pay.

SECTION 12.4 - HOLIDAY ON DAY OFF

If a holiday occurs on an employee's regularly scheduled off day, the employee shall receive eight and a half (*8.5*) hours of holiday pay which will be paid in cash.

SECTION 12.5 - HOLIDAY DURING UNPAID LEAVE

Employees on unpaid leave and laid-off employees shall not receive holiday pay.

SECTION 12.6 - LOSS OF HOLIDAY PAY

An employee shall lose holiday pay if the employee is absent either on unapproved sick leave or without leave on the employee's last scheduled working day before a holiday or the first scheduled working day following a holiday. In the event the employee is sick on either or both days, the employee must provide a doctor's excuse for the period of the absence in order to receive holiday pay. An employee while on disciplinary suspension shall not be entitled to any holiday pay as provided for in this Article.

SECTION 12.7 - HOLIDAY PAY - DEATH IN THE LINE OF DUTY

In the case of the death of an employee while in the Line of Duty, the unpaid holiday pay to the credit of any such employee shall be paid to the surviving spouse or the employee's estate.

ARTICLE 13
HOURS OF WORK AND OVERTIME

SECTION 13.1 - HOURS OF WORK

The regular workweek shall consist of forty-two and one half (*42½*) hours. The regular pay period shall consist of ten (*10*) workdays.

SECTION 13.2 - OVERTIME PAY

Any employee working in excess of their regular schedule hours on an assigned shift will be compensated at the rate of one and one-half (*1½*) times their base rate for all such excess time. Any employee who works on a normal scheduled day off shall be compensated at the rate of one and one-half (*1½*) times of their base rate for all such time worked except where the parties agree that the employee will work such day in exchange for another day off provided that day off comes before the end of the pay period.

The Chief of Police has the right to make mandatory overtime assignments.

SECTION 13.3 - COMPENSATORY TIME

Any employee may waive **SECTION 13.2** and receive compensation in the form of compensatory time in lieu of overtime pay. Compensatory time shall be calculated the same as overtime pay. An employee may accrue a maximum of sixty-eight (*68*) hours of

compensatory time. Such time may be taken in exchange for work time only in two (*2*) hour increments, and only after scheduling by the Chief of Police (*or designee*).

SECTION 13.4 - DEATH OF AN OFFICER

In the case of the death of an employee while in the line of duty, unpaid overtime and unused compensatory time (*cash payment*) shall be paid to the surviving spouse or to the employee's estate.

ARTICLE 14
UNIFORM ALLOWANCE

SECTION 14.1 - UNIFORM FURNISHED TO NEW EMPLOYEES

The Township shall furnish or shall continue to furnish the appropriate seasonal uniforms and equipment for all employees, excluding footwear. All uniforms remain the property of the Township and must be turned in when an employee is separated from the Township service. The Township will provide all necessary and appropriate dry cleaning services.

SECTION 14.2 - SCHEDULE - UNIFORM & EQUIPMENT ISSUED

1 - Breast Badge	2
2 - Collar Brass	1 Set
3 - Name Plate	1
4 - Shirts, Winter	5
5 - Tie and Tie-Bar	1
6 - Jacket	1
7 - Hat	1
8 - Shirts, Summer	5
9 - Trousers	5
10 - Hat Badge	1
11 - Hat Rain Cover	1
12 - Rain Coat	1
13 - Under Belt	1
14 - Gunbelt	1
15 - Holster	1
16 - Handcuffs	1 Pairs
17 - Handcuff Case	1
18 - Magazine Pouch	1
19 - Key Carrier	1
20 - Semi-auto	1
21 - Body Armor with two (*2*) carriers	1
22 - ASP Baton	1
23 - ASP Carrying Case	1

and any other uniform item or piece of equipment as required by the Chief of Police (*or designee*).

ARTICLE 15
SHIFTS

SECTION 15.1 - DEFINITION OF SHIFTS

The First (*1st*) Shift shall begin between the hours of 10:45 P.M. and 1:00 A.M. each day. The Second Shift shall begin eight (*8*) hours from the beginning of the First Shift and the Third Shift shall begin in sixteen (*16*) hours from the beginning of the First Shift.

ARTICLE 16
BEREAVEMENT LEAVE

SECTION 16.1 - PAY FOR BEREAVEMENT LEAVE

Bereavement leave of three (*3*) days shall be paid to attend the funeral of a member of the immediate family. Proof of death and relationship of the deceased **MAY** be requested.

The immediate family is defined as: 1) **SPOUSE, 2) PARENT, 3) PARENT-IN-LAW, 4) STEP-PARENT, 5) GUARDIAN, 6) CHILD, 7) STEP-CHILD, 8) BROTHER, 9) SISTER, 10) HALF BROTHER, 11) HALF SISTER, 12) BROTHER-IN-LAW, 13) SISTER-IN-LAW, 14) SPOUSE'S SIBLINGS, 15) SIBLING'S SPOUSES, 16) GRANDPARENT, 17) GRANDPARENT-IN-LAW.** Other **RELATIVES** living in the employee's household shall be considered as immediate family.

SECTION 16.2 - EXTENDED FAMILY

Bereavement leave of one (*1*) days shall be granted to attend the funeral of an 1) AUNT, 2) UNCLE, 3) AUNT-IN-LAW, and 4) UNCLE-IN-LAW.

SECTION 16.3 - EXTENDED LEAVE

Upon approval by the Chief of Police, bereavement leave in excess of required amount **MAY** be charged to the employee's accrued leave balance, but before sick leave may be used, accrued compensatory time must first be exhausted.

ARTICLE 17
WAGES

SECTION 17.1 - ANNUAL WAGE RATE

The annual wage rates paid to sworn personnel covered by this Agreement are set forth below.

SECTION 17.2 - CURRENT WAGE SCALE (*2015 THROUGH 2017*)

	JANUARY 2015	JANUARY 2016	JANUARY 2017
	2.5% Increase	2.5% Increase	2.5% Increase
SERGEANT	$75,081.25 $33.97 HR	$76,958.28 $34.82 HR	$78,882.24 $35.69 HR
PROBATIONARY SERGEANT	$71,750.00 $32.47 HR	$73,543.75 $33.27 HR	$75,382.34 $34.11 HR

Annual increases will take effect on the first pay period in January of each contract year.

ARTICLE 18
SENIORITY

SECTION 18.1 - SENIORITY

Seniority shall be defined as the length of continuous, permanent, full time employee's date of hire. Seniority shall not be available to employees during their probationary period, but shall be retroactive to the date of hire upon successful completion of the probationary period. Seniority shall be lost when an employee:

1 - Resigns;
2 - Is discharged;
3 - Is laid off and not recalled within one (*1*) year;
4 - Is off the payroll for any reason whatsoever, except military service, for one (*1*) calendar year; or
5 - Is laid off by the Township for a period of their Township Seniority or one (*1*) year, which ever period is less.

ARTICLE 19
LAYOFFS AND RECALL

SECTION 19.1 - LAYOFF

Layoff of employees shall be made in the inverse order of the date when an employee first entered into full time service with Clearcreek Township Police Department. If it is found that two or more employees have the same starting date, then layoff order for the employees involved shall be determined by a review of performance evaluations.

SECTION 19.2 - RECALL

The Township shall establish a recall list for each classification in which a layoff has occurred. The list shall consist of the names of laid off employees in the inverse order of their layoff, with the most recently laid off person at the top of the list. Should the Township desire to fill a position within the Police Department in an classification in which a recall line exists that position shall be first offered to persons on the list in the inverse order of layoff, with the most recently laid off person receiving the offer first. The position must be offered to every person on the list in accordance with seniority before a new employee is hired.

SECTION 19.3 - RECALL PROCEDURE

Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled it's obligations by mailing the recall notice by certified mail, returned receipt requested, to the last mailing address provided by the employee.

The recalled employee shall have ten (*10*) calendar days following the date of receipt of the recall notice to notify the Chief of the intention to return to work is other wised specified in the notice. It will be assumed that no response from the employee to a recall notice means the employee does not wish to return to their position.

SECTION 19.4 - RECALL RIGHTS

Employees shall have recall rights for one (*1*) year from the date of layoff. Employees who decline a recall offer may be removed from the recall list.

ARTICLE 20
VACATION

SECTION 20.1 - VACATION SCHEDULE

Employees shall be entitled to paid vacation as follows:

1 - After one (*1*) year of service -	Two (*2*) weeks (*85* hours)
2 - After eight (*8*) years of service -	Three (*3*) weeks (*127½* hours)
3 - After fifteen (*15*) years of service -	Four (*4*) weeks (*170* hours)
4 - After twenty-five (*25*) years of service	Five (5) weeks (*212½* hours)

SECTION 20.2 - POSTING VACATION NOTICE

A vacation notice shall be posted during the first week of January of each year. Employees shall apply for vacation leave within ten (*10*) working days from the date notice is posted. In cases of coinciding requests the most senior employee shall prevail.

SECTION 20.3 - VACATION REQUEST AFTER VACATION SIGN UP

Every effort will be made to grant the vacation leave as requested by an employee. Need of the Department may necessitate a change in an employee's vacation. When two (*2*) employees request the same vacation periods after the January sign up period the earliest request received shall prevail.

SECTION 20.4 - CARRY OVER

In special circumstances up to five (*5*) days of unused vacation leave may be carried over to the employee's next anniversary year, upon approval of Chief of Police.

SECTION 20.5 - VACATION CONSIST OF

One (*1*) week of vacation leave shall consist of five (*5*) workdays.

SECTION 20.6 - DEATH OF EMPLOYEE

In the case of the death of an employee, the unused vacation leave to the credit of any such employee shall be paid to the surviving spouse or to the employee's estate.

ARTICLE 21
MEDICAL AND LIFE INSURANCE

SECTION 21.1 - COST TO TOWNSHIP

The Township shall pay eighty-five percent (85%) in 2014 and thereafter, of the cost of the premiums for hospital, medical, dental, vision, prescription drug card, and life insurance for each employee and dependents in the bargaining unit.

Before March 1, 2015, the Township will convene a committee that shall include one member from the bargaining unit. The purpose of this committee will be to work with the Township Administrator to evaluate health insurance options and to present a formal recommendation of the committee to the Board of Trustees prior to a decision being reached for health insurance coverage benefits for 2016. This committee will continue to meet each year thereafter and make recommendation to the Trustees prior to a decision being reached on health insurance coverage for the following year.

The Township is committed to keeping members of the bargaining unit whole, with respect to total out of pocket expenses, considering options for health insurance carriers, plan design, and the potential for funding of a Health Reimbursement Account and/or Health Savings Account or the like as it explores the possibility of transitioning to a different form of health insurance.

SECTION 21.2 - HOSPITAL, MEDICAL, DENTAL, VISION, PRESCRIPTION DRUG CARD AND LIFE INSURANCE

The Township shall provide hospital, medical, dental, vision, prescription drug card, and life insurance as specifically described in the plan documents of the plan adopted by the Township.

SECTION 21.3 - TOWNSHIP AUTHORITY TO CHANGE INSURANCE CARRIER

The Township shall continue to have the authority to change insurance carriers at any time, or to institute a full or quasi-self-insured plan, provided that the goal of such change is to reduce costs while maintaining substantially similar benefit levels. The Township shall immediately notify the Union prior to any change in carrier or benefits and will meet with representatives of the bargaining unit to discuss such changes. In the event that the parties disagree with the proposed changes, the parties agree to submit the issue to the Township Trustees for final determination.

ARTICLE 22
SAVINGS CLAUSE

SECTION 22.1 - SAVINGS CLAUSE

Should a court of competent jurisdiction determine that a provision of this Agreement is illegal or unenforceable then such provision shall automatically terminate. The remainder of the Agreement shall continue in full force and effect. In the event that a provision is determined to be unlawful, the Township and the Union shall promptly meet for the purpose of negotiating a lawful alternative provision.

ARTICLE 23
SICK LEAVE

SECTION 23.1 - ACCUMULATION OF SICK LEAVE

For each completed eighty-five (*85*) hours in active pay status, exclusive of overtime, unpaid leave of absence or disciplinary suspension, each employee earns 4.6 hours of sick leave. (*Active pay status may be defined as hours worked, hours on approved paid leave, and hours on paid sick leave*). The amount of sick leave time any one (*1*) employee may accrue is sixteen hundred forty (*1640*) hours. Sick leave for on-duty personnel shall be charged in minimum units of one-half (½) hour; Off-duty personnel shall receive sick time in minimum units of one (*1*) hour. Employees absent on sick leave shall be paid at the regular rate.

SECTION 23.2 - TRANSFER OF SICK LEAVE

Upon submitting proper verification, by employee to Employer, employees who transfer between departments (*other than within Clearcreek Township*), or agencies, or from other public employment, or who are reappointed or reinstated within ten (*10*) years of prior public service employment will be credited with one-fourth (¼) of the accumulated hours of sick leave up to a maximum of sixteen hundred forty (*1640*) hours.

Upon retirement from Employer service the bargaining unit member will be paid one-half (½) of the accumulated hours not to exceed a maximum of four hundred (*400*) hours. Upon separation for any reason other than retirement, no sick leave pay out will occur.

For purposes of this section, retirement means that an employee has completed twelve (*12*) years of credited service with the Ohio Public Employee Retirement System and has retired from Clearcreek Township or is eligible to receive disability pension benefits from the Ohio Public Employee Retirement System immediately following separation from employment with the Clearcreek Township Police Department.

When an employee passes away while in active employment, the surviving spouse or others, as spelled out in Section 2113.04 of the Ohio Revised Code, will be eligible to receive sick leave payment for which the decedent would otherwise have qualified. Such payment shall be based on the rate of pay of the employee at the time of death.

SECTION 23.3 - GRANT OF SICK LEAVE

Sick leave may be granted to the employee upon request for the following reasons:

1 - Illness or injury of the employee or injury or illness of the employee's immediate family where the employee's presence is reasonably necessary.

2 - Exposure of the employee or a member of the employee's immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.

3 - Employee childbirth and or related medical conditions.

Nothing in this section shall be construed as to require the Chief of Police to approve the use of sick leave by an employee.

The Chief of Police may investigate all usage of sick leave and may with just cause withhold full payment of said sick leave until the investigation is completed.

Should the Chief of Police determine based on just cause that an employee has not used sick leave properly, payment may be denied and the employee may be disciplined. Employees who do not report for work due to sickness and who have exhausted their sick leave days are subject to disciplinary action for being absent without approved leave. The Chief of Police is authorized to approve leave without pay.

SECTION 23.4 - DOCUMENTATION

An employee absent on sick leave for more than two (*2*) days shall submit documentation from a physician substantiating the reason for the leave ("*documentation*"). The Chief of Police has authority to require employees to furnish documentation for any sick leave. Failure to submit documentation as required may result in leave without pay and a deduction in the subsequent payroll period; - refusal to submit documentation may be disciplined, up to and including termination. The doctor's documentation should be forwarded to the Chief of Police (*or designee*) before the employee is permitted to return for work.

SECTION 23.5 - NOTIFICATION OF SICK LEAVE

An employee requesting sick leave shall notify to their immediate supervisor or other designated person of the fact and the reason as far in advance as possible, but in no case later than two hours prior to the beginning of a scheduled shift. Failure to do so may result in the employee not being granted sick leave or being paid for any absences; the employee will also be subject to disciplinary action up to and including termination.

Upon the employee's request, other accrued leave may be used as sick leave after sick leave is exhausted.

SECTION 23.6 - FAMILY AND MEDICAL LEAVE ACT

All Family and Medical Leave Act leave will be granted and/or denied in accordance with the prevailing Federal Law. Accrued paid leave shall run concurrent with Federal Family Leave time where it is permitted by the FMLA.

SECTION 23.7 - IMMEDIATE FAMILY

Immediate family, for purposes of the Article, shall be defined as: 1) **SPOUSE, 2) PARENT, 3) CHILD, 4) STEPCHILD,** and **5) ANY** other relation living in the employee's household.

SECTION 23.8 - PERFECT ATTENDANCE DAYS

Employees who do not use any sick leave during any one hundred eighty (*180*) consecutive day period shall be granted one (*1*) additional perfect attendance day with pay. A maximum of two (*2*) additional personal leave days can be earned during any calendar year. The consecutive day period provided for in this Section can begin at any time and shall end one hundred eighty (*180*) days later. Employees must request personal day leave use as far in advance as possible. The Employer reserves the right to deny any request for perfect attendance day leave that is not made more than thirty (*30*) calendar days in advance. Such denial shall not be subject to the grievance procedure.

Employees must schedule and use earned perfect attendance day leave within one hundred eighty (*180*) days of the date on which such perfect attendance day is earned. Earned perfect attendance day leave not scheduled and used within one hundred eighty (*180*) days shall be dropped.

ARTICLE 24
CALL-IN AND COURT TIME

SECTION 24.1 - CALL-IN

Employees who are required to come in to work or required to come in for training or mandatory department meeting at a time not connected to their regular scheduled hours of work shall be compensated at one and one-half (*1½*) times the regular hourly rate of pay with a minimum of three (*3*) hours in pay or in compensatory time for such call-in. A second call-in within the two (*2*) hour period shall be considered a continuation of the first call-in.

SECTION 24.2 - COURT TIME

Employees shall be given a minimum of three (*3*) hours at time and one half for work related court appearances not connected to their regular scheduled hours of work. A work related court appearance is an actual court appearance, filing of a criminal charge, and/or meeting at the court or prosecutor's office in preparation for trial. At the option of the employee, payment may be by payroll or compensatory time. Compensatory time shall not exceed the maximum established in **ARTICLE 13, SECTION 3.**

ARTICLE 25
USE OF LEAVE

SECTION 25.1 - USE OF LEAVE

Employees shall use vacation and personal days only in eight and one half (*8½*) hour increments. Once an employee has reported to duty and is granted sick leave it shall be on an hour for hour basis.

When an employee is requesting compensatory time while on-duty, the employee may request approval for leave from the Chief of Police (*or designee*). Time off may be granted if minimum staffing or other assignments will not be impacted by the request.

When an employee is requesting compensatory time while not on duty, the employee is required to submit the proper request form forty-eight (*48*) hours in advance of the requested time. In the event an employee wishes to request compensatory time and the employee has not requested the compensatory time within the required forty-eight (*48*) hour period, the employee must provide the name of an employee who has agreed to cover the employee's shift for the period during which the employee wishes to take compensatory time. The employee requesting compensatory time with less than forty-eight (*48*) hours notice must first contact part-time employees to cover the shift. In the event no part-time employee is available to cover the shift, the employee may then contact full-time employees to cover the shift. The Township will comply with applicable Federal Law with respect to the use of compensatory time.

ARTICLE 26
PERSONAL DAY LEAVE

SECTION 26.1 - PERSONAL DAY LEAVE

Each employee shall be credited with one (*1*) personal leave day per calendar year. This personal leave day shall not be deducted from earned sick leave. The personal leave day must be used in the calendar year that it is received or it is lost.

ARTICLE 27
OPBA REPRESENTATION

SECTION 27.1 - REASONABLE ACCESS

Access to the OPBA for the purpose of performance of its representational duties shall not be unreasonably withheld.

SECTION 27.2 - SELECTING A UNION REPRESENTATIVE

One (*1*) employee per bargaining unit will be selected by the union to act as union representative for the purpose of processing and investigating grievances under the grievance procedure and shall be known as the Director. The Director may have an alternate who shall act in the Director's absence.

SECTION 27.3 - DIRECTOR TO ADMINISTER THIS AGREEMENT

OPBA Director shall attend to the administration of this agreement (*grievances and negotiation sessions*) on a no-loss/no gain basis.

ARTICLE 28
REIMBURSEMENT

SECTION 28.1 - REIMBURSEMENT

Employees required to purchase meals by virtue of a special department duty assignment outside of Warren County and in noncontiguous counties shall be reimbursed at the following rates, subject to prior approval by the Chief of Police, and upon presentation of a receipt for such meals.

$12.00 breakfast or actual cost including tax and 15% tip
$14.00 lunch or actual cost including tax and 15% tip
$20.00 dinner or actual cost including tax and 15% tip

SECTION 28.2 – COMBINED REIMBURSEMENT.

If an employee is required to purchase more than one meal per day, the employee may exceed the individual allowance, but may not exceed the total amount allowed for the number of meals purchased. The total amount allowed per day is forty-six ($46.00) dollars. If an employee is attending an eight (8) hour seminar/training and is within a seventy (70) mile radius, the employee will be entitled to reimbursement for lunch only. Employees will be compensated for travel from the police department to the training location or other destination as required by their duties, but may be ordered to travel from home in order to avoid paying travel time. Employees who travel from home and submit reimbursement will be reimbursed for mileage at the rate currently set by the Internal Revenue Service (IRS).

SECTION 28.3 - TRAVEL EXPENSE

Any employee who is required to use their personal vehicle to conduct official police business shall be compensated at the rate currently set by the Internal Revenue Service (*IRS*). The employee will be compensated for the following travel expenses: parking expenses, highway tolls, and bridge tolls.

SECTION 28.4 – TAXABLE COST REIMBURSEMENTS AND FRINGE BENEFITS

The Federal government considers certain cost reimbursements and other fringe benefits as part of an employee's taxable income. Typical fringe benefits, such as health insurance, remain nontaxable. However, certain travel, meal reimbursements and other, less common, benefits may be considered taxable income to the employee. Clearcreek Township will always comply with the requirements of federal law with respect to tax issues. Taxable income will be reported annually on the employee's W-2 form. The Police Chief is responsible for marking reimbursements forms as taxable or nontaxable. Travel expenses (including lodging, meals and mileage) for overnight trips are nontaxable. Travel expenses for trips made on a single day are taxable. If the Police Chief is unsure as to whether an expense is taxable or nontaxable, he/she will consult the Office of the Township Administrator.

ARTICLE 29
PERSONNEL FILES

SECTION 29.1 - ONE OFFICIAL FILE

There shall be one (*1*) official file which shall be kept in the Assistant Administrator's Office and every employee shall be allowed to review their own personnel file at any reasonable time upon written request to the Chief of Police or Assistant Administrator, during regular business hours. Any employee may copy documents in their file.

SECTION 29.2 - RELEASE OF INFORMATION

The Police Department will not release personnel file records to persons, agencies, or entities outside the Police Department other than its representatives unless required by state or federal law, public records laws, regulation or court order to release files to such other persons, agencies or entities.

SECTION 29.3 - ALLEGED INACCURACY

If upon examining their personnel file, any bargaining unit member believes that there are inaccuracies in documents contained therein, the member may write a memorandum to the Chief of Police explaining the alleged inaccuracy. The memorandum shall be placed in the personnel file and attached to the documents containing the alleged inaccuracy.

SECTION 29.4 - REMOVAL OF DISCIPLINE RECORDS

If twenty four (*24*) months have passed following discipline for a verbal or written reprimand, and no intervening discipline has occurred, the employee may request (*in writing*) that discipline records relating to the offense be removed from the personnel file. A request to remove discipline records for a suspension or demotion may be made four (*4*) years following discipline if no intervening discipline has occurred. Any inactive record of discipline will, at the request of the employee, be physically removed from the employee's personnel file and placed in a separate envelope or folder within the employee's personnel file. Such separate envelope or folder shall be clearly marked **"INACTIVE FILE"**. The Chief of Police shall remove such records, to the **"INACTIVE FILE"**, unless then Chief provides a memorandum to the employee explaining why the records are still relevant or a result of special circumstance. These records will cease to have an affect on disciplinary matters after the time periods stated above.

ARTICLE 30
OCCUPATIONAL INJURY LEAVE

SECTION 30.1 - ELIGIBLE FOR INJURY LEAVE

An employee who suffers a service-connected injury or illness incurred in the course of and arising out of employment with the Employer shall be eligible for injury leave upon the eighth (8th) day of lost time. Injury leave for seven (*7*) days or fewer days of lost time will be for medical claims only pursuant to the rules and regulations of the Bureau of Workers' Compensation, the employee may utilize sick or other approved leave during this time. Injury leave shall be available upon the eighth (8th) day for ninety (*90*) calendar days from the date of injury and any leave used shall be re-credited to the employee's leave balance. After ninety (*90*) calendar days, the employee may utilize sick time or other approved leave of absence to supplement Workers' Compensation benefits.

SECTION 30.2 - EXECUTION OF AGREEMENT

When an employee applies for injury leave with pay, he must execute an agreement assigning to the Employer any such pay form Workers' Compensation during the period of the paid leave and all necessary forms to process to appropriate claims with the Ohio Bureau of Workers' Compensation. The Employer will issue a Check to the employee each pay period equivalent to the employee's base wage for a pay period. Any payment from Workers' Compensation for a covered claim during the above ninety (*90*) calendar day period shall be paid over to the Township. When an employee and the Township disagree concerning an injury or illness, the employee may utilize sick or other approved leave. Should the Industrial Commission rule favorably to the employee, the Township shall re-credit the leave used and the Township shall be reimbursed with Workers' Compensation disability payment.

SECTION 30.3 - REVIEW THE EMPLOYEE'S PHYSICAL AND MENTAL STATUS

The Chief of Police has the right to review the employee's physical and mental status each thirty (*30*) days of absence in order to determine the member's ability to return to work. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the Employer's physician, the issue shall be submitted to an Industrial Commission Specialist whose decision shall be final and binding on both parties. The services of the third physician shall be paid by the Employer.

SECTION 30.4 - TIME LENGTH

The ninety (*90*) calendar day injury leave is available for each distinct, separate injury or illness. Recurrence of the same injury/illness shall be charged to the original ninety (*90*) calendar days.

ARTICLE 31

ALCOHOL AND DRUG TESTING POLICY

SECTION 31.1 - PROHIBITING ACTIVITIES

All Employees are subject to this Article. All employees covered by this Article are prohibited from engaging in the following:

A. Reporting to duty, remaining on duty, or performing any function while having any alcohol concentration; unless on official business with the prior approval of the Chief of Police;

B. Reporting to duty, remaining on duty, or performing any function while using a controlled substance (*including prescription drugs, unless the physician has advised the employee that the substance does not adversely affect the employee's ability to function*) or if the employee tests positive for controlled substances;

C. Possessing alcohol while on duty, other than on official police business;

D. Using alcohol or controlled substances while on duty;

E. Performing any functions within four (*4*) hours after using alcohol;

F. Using alcohol for eight (*8*) hours following an accident in which the employee is required to take a post-accident alcohol test or until the employee undergoes a post-accident alcohol test, whichever occurs first;

G. Refusing to submit to a post-accident, random, reasonable suspicion or follow-up alcohol or controlled substance test.

SECTION 31.2 - REQUIRED TESTING

An employee will be required to submit to testing for alcohol and/or controlled substances under the following circumstances:

A. **New Employee Testing:** Prior to the first time an employee performs any Township function, the employee will be tested for controlled substances. The employee will not be permitted to perform any functions unless the controlled substance test results are negative.

The Township shall arrange the time and location for the new employee test. The employee is responsible for reporting to the collection site for the test. The Township will be responsible for only the cost of the test itself. All other costs incurred by the employee concerning a new employee test are entirely the employee's responsibility.

B. **Post-Accident Testing**: As soon as practicable following: (*a*) an employee who suffers or causes an employee to suffer a service-connected injury or illness incurred in the course of and arising out of employment with the Employer, (*b*) an accident in which a fatality occurs, (*c*) an accident in which an injury is treated away from the scene and the employee receives a citation for a moving violation arising from the accident, (*d*) an accident in which a vehicle is required to be towed from the scene and the employee receives a citation for a moving violation arising from the accident, or (*e*) when an employee causes a vehicle accident; the employee shall be tested for alcohol and controlled substances. The Township shall cease attempts to administer the test eight (*8*) hours following the accident for alcohol and after thirty-two (*32*) hours for controlled substances.

The employee shall be transported to the collection site by a representative of the Township. Following the test, the employee shall be transported home and the employee will not be permitted to perform any functions until a negative controlled substance test result is reported.

Following a breath alcohol test which shows no detectable amount of alcohol, the employee will be permitted to apply for accumulated sick leave, vacation, personal leave, compensatory time, or unpaid leave to cover the period of absence until the controlled substance test results are available. If the controlled substance test results are negative, the employee will be credited for the used paid leave, or compensated for the period of leave without pay at the employee's regular hourly rate of pay, unless other work rule violation(*s*) have occurred.

Following a breath alcohol test which shows any detectable level of alcohol, the employee will be taken home and permitted to apply for accumulated paid leave. The employee may not perform any functions for a minimum of twenty-four (*24*) hours. An employee with a breath alcohol test of less than 0.04 shall also be subject to appropriate disciplinary measures in accordance with the Township's Drug Free Workplace Policy or other applicable policies.

Following a breath alcohol test result indicating any concentration, or following a positive controlled substance or illegal drug test result, if the employee's employment is not terminated, the employee may request the use of accumulated sick leave, vacation, personal leave, compensatory time, or unpaid leave and the consequences listed in Section 32.2 above will result.

C. **Random Testing:** A minimum number of employees (*currently 10 % for alcohol and 50% for controlled substances*) annually will be randomly selected using a scientifically valid method in which each employee will have an equal chance of being tested each time selections are made. The dates for testing shall be unannounced and spread throughout the calendar year. When an employee is selected for testing, he shall cease doing their function and proceed to the test site immediately. If an employee is randomly selected for an alcohol test and that employee is not currently performing, just about to perform, or just finished performing their Township function, the employee's selection may be kept confidential until the next time that employee performs a Township function.

Following a breath alcohol test which shows any detectable level of alcohol, the employee will be taken home and permitted to apply for accumulated paid leave. The employee may not perform any functions for a minimum of twenty-four (*24*) hours. An employee with a breath alcohol test of less than 0.04 shall also be subject to appropriate disciplinary measures in accordance with the Township's Drug Free Work-place Policy or other applicable policies.

Following a breath alcohol test result indicating any concentration or following a positive controlled substance test result, if the employee's employment is not terminated, the employee may request the use of accumulated sick leave, vacation, personal leave, compensatory time, or unpaid leave and the consequences listed in Section 32.2 above will result.

D. **Reasonable Suspicion Testing**: A trained supervisor or official may require an employee to undergo testing for alcohol or controlled substances based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. If an employee is required to undergo testing under this section, the employee must immediately cease to perform their Township function and he will be transported to the collection site by a representative of the Township. If an employee is required to undergo reasonable suspicion controlled substance testing, such employee shall not be permitted to perform any Township functions until a negative controlled substance test result is reported. Following a reasonable suspicion controlled substance test, the employee will be permitted to apply for accumulated sick leave, vacation, personal leave, compensatory time, or unpaid leave until the test results are available. If the controlled substance test results are negative and no other work rule violation(*s*) have occurred, the employee shall be returned to his position and credited for

his entire used paid leave or compensated for the period of leave without pay at the employee's regular hourly rate of pay.

Following a breath alcohol test which shows any detectable level of alcohol, the employee will be taken home and permitted to apply for accumulated paid leave. The employee may not perform any Township functions for a minimum of twenty-four (*24*) hours. An employee with a breath alcohol test of less than 0.04 shall also be subject to appropriate disciplinary measures in accordance with the Township's Drug Free Workplace Policy or other applicable policies.

Following a breath alcohol test result indicating any concentration or following a positive controlled substance test result, if the employee's employment is not terminated, the employee may request the use of accumulated sick leave, vacation, personal leave, compensatory time, or unpaid leave and the consequences listed in Section 32.2 above will result.

The Township will cease attempts to administer the test eight (*8*) hours after the observation was made.

E. **Return-To-Duty Testing:** Before an employee who has been found to be in violation of the prohibitions section of this Article, set out in Section 32.1, may return to duty in a position requiring the performance of any functions, the employee must undergo testing for alcohol and/or controlled substances. The results of the alcohol test must show no concentration if the offense involved alcohol and the controlled substance test must be negative if the offense involved controlled substances. Any costs associated with this test will be the responsibility of the employee at the time the test is administered.

F. **Follow-Up Testing:** When an employee has been found to be in violation of the prohibitions section of this Article, set out in Section 32.1, and the substance abuse professional has determined that the employee needs assistance in resolving alcohol or substance abuse problems, the employee will be subject to a minimum of two (*2*) unannounced follow-up tests within the first twelve (*12*) months as directed by the substance abuse professional. Any costs associated with this test will be the responsibility of the employee at the time the test is administered.

SECTION 31.3 - CONSEQUENCES

If an employee violates any of the prohibitions listed in Section 32.1 of this Article, the following consequences will result:

A. The employee may be disciplined for any acts committed while under the influence of alcohol or a controlled substance in accordance with the disciplinary Article of this contract. An employee who tests positive will be given an opportunity to participate in a rehabilitation program. An employee shall be permitted only one (*1*) chance at rehabilitation. Disciplinary conferences should be held within three (*3*) days of the notification of an alleged violation, when possible.

If the employee is not terminated, the employee may be required to apply for accumulated sick leave, vacation, personal leave, and compensatory time, and Family and Medical Leave, if applicable, to cover any period of absence. If the employee does not have sufficient paid leave to cover the period of absence, the employee must request unpaid leave in accordance with Township policy.

B. The employee shall be immediately removed (*taken out of service*) from any Township function. Such removal is in accordance with federal regulations, and therefore not subject to any grievance procedure the Township follows.

At the Township's discretion, an employee may be permitted to perform non-safety sensitive functions, if the Township determines that such a position is available. If no such non-safety sensitive position is available, and no paid leave is available, the employee can request an unpaid leave of absence (*e.g. Family and Medical Leave, disability leave, or other unpaid leave of absence*).

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

D. The employee shall be evaluated by a substance abuse professional (*SAP*), and may not perform any functions until all recommended counseling and treatment is completed. These actions are in accordance with federal regulation, and therefore not subject to any grievance procedure the Township follows. If the SAP does not recommend any treatment or counseling then there shall be no further discipline under this policy unless other provisions of this policy are violated or the employee has a blood alcohol level greater then 0.04.

Failure to complete or participate in prescribed counseling rehabilitation program shall result in the employee's termination. Any costs associated with the prescribed counseling, treatment, or rehabilitation program are the responsibility of the employee, unless otherwise covered by the Township-sponsored medical benefit plan to which the employee participates.

E. The employee will be subject to re-evaluation, return-to-duty testing and unannounced follow-up tests for twelve (*12*) months following the member's return to duty. These actions are in accordance with federal regulations, and therefore not subject to any grievance procedure the Township follows.

SECTION 31.4 - REPORTING THE USE OF PRESCRIPTION/NON-PRESCRIPTION MEDICINE

An employee is required to report the use of any prescription or non-prescription medicines containing alcohol or any of the prohibited controlled substances listed in Section 32.5, below, to their supervisor. At the time the medication is prescribed, the

employee shall inquire as to whether the medication will impair the employee's ability to perform any functions. The employee shall be required to produce a signed statement from the treating physician that any prescribed medication containing alcohol or a controlled substance (*as defined in Section 32.5*) does not impair the employee's ability to perform any functions and/or does not interfere with the safe performance of the employee's job.

If the treating physician determines that the medication will impair the employee's ability to perform his functions, at the Township's discretion, the employee may be permitted to perform light duty (*non-safety sensitive*) functions, if the Township determines that such a position is available at that time. If no light duty is available, the employee will be permitted to use accumulated sick leave, vacation, personal leave, compensatory time, or unpaid leave to cover the period of absence. The employee may also be required to follow the Township's FMLA policy and procedures, if applicable, if the absence qualifies.

SECTION 31.5 - CONTROLLED SUBSTANCES

Controlled substances for the purpose of this Article shall include all legal, illegal and prescription drugs containing marijuana, cocaine, opiates (*e.g. codeine, morphine, etc.*), PCP, and amphetamines. 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 Township and the laboratory shall have a clear and well-documented procedure for collection, shipment, and accessing of urine specimens. The Township, the collection site, and the laboratory shall follow the procedures in 49 CFR Part 40, including 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 Township representatives and donors. A separate sample will be made available for the employee being tested. The member may request that the sample be sent to a neutral laboratory certified under DHHS for testing. The cost of this test will be borne by the bargaining unit member.

SECTION 31.6 - TRAINED TECHNICIAN

All alcohol breath tests shall be administered by a trained breath alcohol technician (*BAT*) or a law enforcement officer certified to conduct such tests. Only evidential breath testing (*BET*) devices shall be used alone with the prescribed breath alcohol testing form. The Township and the testing facility shall follow the procedures in 49 CFR Part 40.

SECTION 31.7 - REFUSAL TO SUBMIT

Refusal to submit to any of the alcohol or controlled substance tests required by this Article will result in the employee's immediate removal from the any Township functions and may result in disciplinary action. Refusal will be treated as a positive test and the employee will be referred to a counseling program and subject to return-to-duty and follow-up testing. Actions constituting a refusal to submit to a test include:

1. Failing to provide adequate breath for alcohol testing;

2. Failing to provide adequate urine for controlled substance testing;
3. Engaging in conduct that clearly obstructs the testing procedure;
4. Failing to remain readily available for a post-accident test.

SECTION 31.8 - ZERO TOLERANCE

Employees who have been tested for alcohol with the results showing any concentration will not be permitted to perform any functions for twenty-four (*24*) hours following administration of the test. Discipline may be administered in accordance with the Township's Drug Free Workplace Act Policy or in accordance with any labor agreement between the parties and/or other disciplinary policies.

SECTION 31.9 - CALL OUTS

Employees who are on call are responsible for informing the Township when the employee is called if he is unable to report due to alcohol consumption. The Township will, whenever possible, notify employees of the likelihood of a call out situation. When an employee is on notice of a possible call out, and the call out is communicated to the member eight (*8*) hours in advance of the call out, and employee is then unable to report because of alcohol consumption, the employee may be subject to discipline.

SECTION 31.10 - EMPLOYEE ASSISTANCE PROGRAM

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 is available through the Assistant Administrator's Office or your individual department head's office, and will be periodically provided to employees.

Employees are encouraged to voluntarily admit problems with drugs and alcohol prior to violating Township policies. If an employee voluntarily enters into counseling or rehabilitation he will be permitted to apply for an unpaid leave, personal leave, or other leave of absence. The employee may also be permitted or required to use all available sick leave, vacation, personal leave, compensatory time, and Family and Medical Leave, if applicable. Any costs associated with a voluntary counseling or rehabilitation program are the responsibility of the employee, unless otherwise covered by the Township-sponsored medical benefit plan to which the employee participates.

SECTION 31.11 - OBTAINING EMPLOYEES RECORDS

Upon written request from the employee, the Township will promptly provide copies of any records pertaining to the employee's use of alcohol or controlled substances including the results of any tests. The Township may charge a reasonable fee for copies. However access to this information will not be contingent upon payment for records other than those specifically requested.

SECTION 31.12 - COMPLIANCE TO ALL OTHER REGULATIONS

All bargaining unit employees are subject to this Article and remain subject to all other policies, procedures, rules, and regulations, established by the Township 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 32
SUBCONTRACTING

SECTION 32.1 - SUBCONTRACTING

In the event the Township desires to subcontract any bargaining unit work, it will not result in the reduction of the bargaining unit hours, nor will it result in layoffs. Rather, the subcontracting will be limited to the Township utilizing non-bargaining unit personnel to provide the services or duties that no current bargaining unit members have the current skill or ability to perform or that they are currently performing.

ARTICLE 33
PHYSICAL FITNESS AND WELLNESS

SECTION 33.1 - ROUTINE PHYSICAL EXAMINATIONS

Regular employees shall have a minimum of one physical examination biannually until age forty-five (*45*) and annually thereafter. The Township shall pay the cost of such examinations. These examinations shall be performed by a qualified physician which shall be designated by the Township. These examinations shall be for the purpose of determining the employee's ability to perform their duties with average efficiency.

SECTION 33.2 - ADDITIONAL EXAMINATIONS

Employees returning from disability or sick leave shall be subject to physical performance, fitness and/or medical examinations appropriate to the employee's duties. These additional physical examinations and supplemental medical evaluations may be ordered by the Chief of Police or the Assistant Administrator and paid for by the Township. If the employee chooses to select a physician for the physical examination, the fee shall be paid by the employee and the medical report will be submitted to the physician chosen by the Township to make an evaluation of the employee's condition and overall fitness. However, the Chief of Police or the Assistant Administrator reserves the right to require additional physical examinations at the Township's expense. Physical performance examinations and fitness examinations shall be conducted in accordance with the standards and procedures currently as adopted by the Township in 2004. These examinations shall be for the purpose of determining the employee's ability to perform their duties with average efficiency.

SECTION 33.3 - CORRECTIVE MEASURES

In requiring a physical examination or medical evaluation, the Chief of Police shall request that the examining physician recommend measures to be taken by the employee to correct or improve any health or physical condition which impairs the employee in the performance of his assigned duty. The Chief of Police may direct the employee to follow such corrective measures within the time frame recommended by the physician and order follow-up examinations. Failure to follow corrective measure shall be grounds for disciplinary action up to and including termination.

SECTION 33.4 - WELLNESS PROGRAM

To ensure the fitness and wellness of all employees, the employees are eligible to participate in a wellness program at The Helen & Charles Coffman Family YMCA in Springboro, Ohio. The Township will participate in the YMCA of Metropolitan Dayton Corporate Membership Program. This would entitle employee's to become members at a discounted rate. The employee may, by payroll deduction have his membership fee deducted from their paycheck. It is the intent of this program is to enhance aerobic capacity, improve strength and/or flexibility, non-passively improve ability to perform strenuous work and actively assist the employee in reducing body fat to assist in any compliance with Section 34.2 and/or Section 34.3.

SECTION 33.5 - USE OF TOBACCO

Employees shall not use any type of tobacco products while on duty unless necessary for performance of specific tasks approved by the Chief of Police. Employees shall not use any type of non-tobacco products which are smoked or any form of electronic cigarette while on duty unless necessary for performance of specific tasks approved by the Chief of Police.

ARTICLE 34

TERMS OF AGREEMENT
DURATION

SECTION 34.1 - DURATION

The Agreement shall be in full force and effect from the period 12:01 A.M., January 1, 2015, until 11:59 P.M., December 31, 2017 and shall renew automatically from year to year thereafter, unless either party serves notice of the intent to terminate or modify this Agreement at least sixty (*60*) days prior to December 31, 2017, or any successive December 31st thereafter.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this 22nd day of Dec., 2014.

THE BOARD OF CLEARCREEK TOWNSHIP TRUSTEES	OHIO PATROLMEN'S BENEVOLENT ASSOCIATION