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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

HUBBARD TOWNSHIP

(SERGEANTS' UNIT)

EFFECTIVE: January 1, 2016
EXPIRES: December 31, 2016

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ARTICLE 1

PREAMBLE

Section 01. This Agreement is made and entered into by and between the Township of Hubbard, Ohio, acting by and through its Board of Township Trustees, and hereinafter referred to as the "Township"; and the Fraternal Order of Police, Ohio labor Council, hereinafter referred to as the "Union."

ARTICLE 2

DURATION

Section 01. This Agreement shall be effective on the first day of January 1, 2016 and shall expire on the thirty-first day of December, 2016 and thereafter from year to year unless at least one-hundred and twenty (120) days prior to said expiration date, or any anniversary thereof, either party gives timely notice to the other of an intent to negotiate on any or all of its provisions. The Notice to modify or terminate this Agreement shall comply with O.R.C. 4117-1-02.

ARTICLE 3

PURPOSE AND SCOPE

Section 01. In an effort to continue harmonious and cooperative relations with its employees, and to ensure the orderly and uninterrupted efficient operations of government, the Township desires to enter into this Agreement reached through collective bargaining which will have for its purposes, among others, the following;

1. To recognize the legitimate interests of the employees to participate through collective bargaining in the determination of the terms and conditions of their employment;
2. To promote fair and reasonable working conditions;
3. To promote individual efficiency and service to the citizens of the Township of Hubbard, Ohio;
4. To avoid the interruptions or interference's with the efficient operations of the Township's business;
5. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 4

NO STRIKE

Section 01. The purpose of the Agreement to promote and to assure harmonious relations, there shall be no interruption or impeding of work, work stoppage, work slow down, strike or other interferences with service, and no lockout during the life of this Agreement.

Section 02. Toward this end, the Union hereby affirms and agrees that it will not, either directly or indirectly, call, sanction, encourage, finance, or assist in any way, nor shall any employees instigate or participate in, either directly or indirectly, any strike, slow down, walk out, stoppage of work, or other concerted interference with or the withholding of services from the Township.

Section 03. If a violation of this Article occurs, the Union shall immediately notify all employees that the strike, slow down, stoppage of work, or other concerted interference with, or the withholding of services from, the Township is prohibited and not sanctioned by the Union, and order all employees to immediately return to work and/or cease the prohibited activity.

Section 04. Any violation of this Article shall be just and sufficient grounds for disciplinary action up to and including discharge to be taken against the employees so participating. The measure of discipline shall be determined by the employer.

ARTICLE 5

BARGAINING UNIT DEFINED/RECOGNIZED

Section 01. The bargaining unit shall be defined as follows:

All full-time Sergeants of the Hubbard Township Police Department.

The above shall exclude all part time, seasonal, and temporary employees. Further all other employees of the Township are excluded from the bargaining unit.

Section 02. The Township recognizes the Fraternal Order of Police, Ohio Labor Council, Inc., as the sole and exclusive representative for all employees covered by this Agreement as certified by the State Employment Relations Board.

ARTICLE 6

NON-DISCRIMINATION

Section 01. Both the Township and the Union recognizes their respective responsibilities under Federal and State Civil Rights Laws, Fair Employment Practice Acts, and other similar constitutional and statutory provisions. Therefore, both parties hereby reaffirm their commitment, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, health, handicap, gender, or political affiliation.

Section 02. The Township recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Township agrees that there shall be no discrimination, interference, restraint, coercion, harassment, or reprisal by the Township against any employee or against any applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Township agrees that there shall be no discrimination, interference, restraint, coercion, harassment, or reprisal by the Township against any employee or against any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union. Further, all employees within the bargaining unit shall receive equal treatment and shall share in any and all benefits as provided herein; provided, however, that nothing herein shall be in any way construed as a limitation or abridgement to the rights of management as set forth in the provisions of the Management Rights clause, Article 7, Section 01.

ARTICLE 7

MANAGEMENT RIGHTS

Section 01. The Township retains the right to determine matter of inherent managerial policy. The provisions set forth herein are intended not to limit the rights of management, but only to indicate the type of matters or rights which belong to and are inherent to the employer. The rights of the Township include, but are not limited to, areas of discretion or policy such as the functions and programs of the Township; the standards of services of the Township; the overall budget of the Township, the utilization of technology by the Township; the organizational structure of the Township; the right to control the premises; the right to make selections and to locate buildings and other facilities in accordance with State Law; the right to control the use and status of all facilities, property, equipment, processes, or work; the right to promulgate policies to establish standard of conduct for employees; the right to discipline, suspend, demote, lay-off, transfer, assign schedules, establish working hours and workweeks, promote, or discharge for just cause; the right to determine the adequacy of the work force; the right to determine the overall mission of the Township as a unit government; the right to effectively manage the work force; the right to take all actions necessary to carry out the mission of the public employer as a governmental unit; the right to effect or change the management or responsibility of the Township's property, facilities, equipment, processes, or work.

Section 02. In addition to all the functions, rights, powers, responsibilities, and authority of the Township, in regard to the operation of work and the business of the Township, and the direction of the work force, which have not been herein specifically abridged, deleted, or granted, or modified by the expressed and specific written provisions of this Agreement, such functions, rights, powers, responsibilities, and authority are, and shall remain, exclusively those of the Township.

ARTICLE 8

DUES DEDUCTIONS

Section 01. The employer will deduct from each pay of each member of the bargaining unit, who in signed writing authorizes it to do so, the required amount as designated by the Union to the employer.

Section 02. The Union shall notify the employer in writing of any increase or decrease in the current dues. Such adjustment in the amount deducted by the employer shall be made by the second deduction period following notification.

Section 03. The employer shall be relieved from making such deduction upon (1) termination of employment, (2) transfer to a non-bargaining unit position, (3) layoff from a bargaining unit position, (4) unpaid leave of absence or (5) a written request by an employee revoking deduction authorization. Monies deducted pursuant to the provisions of this Article shall be remitted to the Union within thirty (30) days of their deduction. Each remittance shall be accompanied by the following alphabetical list:

1. The name and social security number of the employee for whom the deductions were made, and amount deducted.

2. The name of each employee whose name has been dropped from the prior check off list and the reasons for the omission.

Section 04. The Union, agrees to hold the Employer harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of dues, to indemnify the Employer for any liability imposed on it as a result of any such suit, claim or administrative proceeding. For the purposes of this Section, the term "Employer" includes Hubbard Township and its various officers and officials, whether elected or appointed.

Section 05. Each bargaining unit employee who is not a member of the Union, shall, as a condition of employment; pay a fair share fee to the Union. The fair share fee obligation shall commence on:

A. The effective date of this Agreement for all current employees who have been employed for more than ninety (90) calendar days

B. The sixty first (61st) calendar day of employment for all current employees who have not completed sixty (60) calendar days of employment as of the effective date of this Agreement.

C. The sixty-first (61st) calendar day of employment for each employee hired after the effective date of this Agreement.

Section 06. Fair share fee shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the effective employee. Fair share fee shall be deducted in amount determined by the Union in accordance with the provisions of Appendix A, attached hereto. Appendix A, including all amendments thereto, is incorporated in this Article by reference. Any employee who elects to object or challenge the fair share fee must serve concurrent, written notice to the Union and the Employer and must proceed through the Union appeal procedure.

Section 07. Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the pervious month including the amount of the deduction.

Section 08. The Employer's obligation to deduct fair share fee is contingent upon the Union's fulfillment, on behalf of each non-member, bargaining unit employee, of each obligation established in Appendix A.

Section 09. The Union may amend Appendix A by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after their actual receipt by the Employer.

Section 10. Both the Employer and the Union intend that this article be lawful in every respect. If any court of last resort determines any provision of this Article illegal, that provision, alone, shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions.

If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgement to negotiate lawful, alternative provisions.

Section 11. This Article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.

Section 12. The Union warrants and guarantees to the Employer that no provision of this article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore the Union hereby agrees that it will indemnify and hold the employer harmless from any claim, actions or proceedings by any employee arising from arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 13. This Article constitutes the entire Agreement between the Union and the Employer with respect to fair share fees. All other Agreements are hereby rendered void. With the exception of Appendix A, no portion of this Article may be amended except by written signed agreement of the parties.

ARTICLE 9

UNION ACTIVITIES

Section 01. Employer agrees to recognize that one (1) steward in the bargaining unit designated by the Union in writing, may during scheduled working hours and without loss of pay,
perform the following functions as reasonably necessary:

1. Represent employees, when requested and where specifically provided by this Agreement in conferences with the employer or his representatives.

2. Represent employees, when requested, in grievance hearings as defined in this Agreement.

3. Prepare and investigate grievances provided there will be no interruption to the employee work schedule and no overtime is generated by any Township participant.

Section 02. Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, discussing and /or investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Employer's, and employees work schedule.

Section 03. Any authorized Union agents seeking such access shall notify the person designated by the Employer twenty four (24) hours in advance as to the time and nature of his business, unless in case of emergency. The giving of advance notice shall not be required when the Union agent is seeking access for the purpose of investigating a grievance which is pending or immediately imminent. Upon arrival the agent shall notify the person designated by the Employer of his arrival, where he intends to go, and his estimated time of departure. The agent shall also notify the person designated by the Employer when he actually departs.

ARTICLE 10

CLASSIFICATIONS, VACANCIES, PROMOTIONS

Section 01. The Township shall at all times and at every instance have the right to establish or abolish positions. The classifications, qualifications, and educational requirements for these positions shall be determined by the Township.

Section 02. A vacancy is defined as a permanent unfilled position where the Township has created a new position or has increased the number of positions in the current table of organization; or, when an opening occurs in a position as a result of a promotion or termination; and, the Township has determined that filling the position is a priority.

Section 03. Vacancies in positions above the lowest rank shall be filled, insofar as practicable, by promotions. Such promotions shall be at the discretion of the Trustees. Any position remaining vacant, unless abolished, in excess of one (1) year, shall be automatically abolished.

Section 04. An employee who is promoted shall be required to satisfactorily complete the applicable probationary period. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required of other employees on the same or similar jobs and when his record as to quality and quantity of work meets the standards applicable to the job. If, during the probationary period or at the end of the probationary period, it is determined, at the Employers discretion, that the employee cannot satisfactorily perform the new job, he shall be returned to his previously held position. Such reversion to an employee's prior position, during the probationary period, shall not be appealable, to any grievance/arbitration or civil service procedure.

Section 05. If no applications are received, or if none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

Section 06. No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period for his existing position. Further, an employee must have a minimum of three (3) years full time continuous service with the Hubbard Township Police Department to be eligible.

ARTICLE 11

HOLIDAYS

Section 01. Holidays shall be as follows: The first day of January, the third Monday in January, the third Monday in February, the last Monday in May, the fourth day of July, the first Monday in September, , the eleventh day of November, the fourth Thursday ("or " and Friday)in November, "or" (and the day after Thanksgiving) and the twenty-fifth day in December,

Section 02. When a holiday enumerated in this Article falls during a week in which an employee has scheduled vacation, the employee shall not be charged for vacation leave for such holiday, and the vacation leave which would have been used will remain to the credit of the employee's vacation leave balance.

Section 03. If a holiday enumerated in this Article, falls on the day on which an employee is scheduled to be off, such employee shall receive eight (8) hours of pay at his regular rate of compensation for such holiday.

Section 04. In the event that an employee is regularly scheduled and works on one of the holidays, he shall be compensated at one and one-half (1½) his regular rate of pay. The employee shall also receive eight (8) additional hours of pay or eight (8) hours of compensatory time. The request of eight (8) hours payment or compensatory time for such holiday shall be at the discretion of the employee.

Section 05. In addition to the holidays listed above, each employee in the bargaining unit shall be entitled to two (2) personal days per calendar year. These personal days may be taken at the employee's discretion, provided that the Chief of Police has consented, and such consent shall not be unreasonably withheld. These, holidays, if not taken within the calendar year, shall be forfeited. An employee shall not be paid for this forfeited holiday.

Section 06. A request for payment may be made for all unused holiday compensatory time, and such payment shall be made in the first full pay period of November, each year of the Agreement. Payment for such time shall be limited to forty (40) hours of holiday time or compensatory time.

Section 07. Bargaining unit members requesting an actual holiday off must submit such request thirty (30) days prior to the actual holiday with preference given by seniority. If such request is made in less than thirty (30) days, approval shall be based on the first request made by a member.

Section 08. The employee must work the last scheduled day before the holiday and the first scheduled day after the holiday to qualify for holiday pay. Unless the employee is on a scheduled day off, vacation, and an excusable sick day(s).

ARTICLE 12

VACATIONS

Section 01. Each full time employee, after service of one (1) year, shall have earned and will be due after the anniversary of his first year of service, forty (40) hours of vacation leave with pay. One (1) year of service shall be computed on the basis of three hundred and sixty five (365) calendar days in active pay status. Each full time employee shall be entitled to vacation leave, with pay, annually, as follows:

1. One (1) year of service	40 hours
2. Two (2) years of service but less than six (6) years of service	80 hours
3. Six (6) years of service but less than eleven (11) years of service	120 hours
4. Eleven (11) years of service but less than sixteen (16) years of service	160 hours
5. Sixteen (16) years of service but less than twenty one (21) years of service	200 hours
6. Twenty one (21) years of service or more	240 hours

Section 02. Vacation leave shall accrue as follows for each pay period in active pay status:

1. Those entitled to forty (40) hours of vacation leave -	1.54 hours
2. Those entitled to eighty (80) hours of vacation leave -	3.08 hours
3. Those entitled to one hundred twenty (120) hours of vacation leave -	4.62 hours
4. Those entitled to one hundred sixty (160) hours of vacation leave -	6.15 hours
5. Those entitled to two hundred (200) hours of vacation leave -	7.69 hours
6. Those entitled to two hundred forty (240) hours of vacation leave -	9.23 hours

Section 03. This method of accrual shall be utilized for employees on a leave of absence and shall be utilized to determine employee's vacation leave balance in the event of a separation from employment.

Section 04. Vacation leave shall be taken by the employee within twelve (12) months of its accrual. At his discretion, the Chief of Police may permit an employee to accumulate and to carry over one week (40 hrs) of his vacation leave to the following year. Before the last day of February of each calendar year, the employee's in the bargaining unit shall indicate on a form prescribed by the Township their preference as to the dates when they shall use their accumulated vacation leave. On or before the first day of April of each calendar year, the Township shall notify the employees in the bargaining unit as to when their vacation leave shall be used. A copy of the departmental vacation schedule shall be posted by the Chief of Police on or before the first day of April of each year. In scheduling vacation, preference shall be given to the employees with greater seniority in the event of a conflict between the preferences of two or more employees. Nothing herein shall be construed to require the Township to grant vacation leave in accordance with the employee's preference. Employees shall be required to take vacation in increments of not less than forty (40) nor more than eighty (80) hours at a time. However, an employee may use up to five (5) days of vacation leave per year in units of not less than eight (8) hours. To qualify for this use of vacation leave, an employee must submit to the Chief of Police a request for such use not less than seven (7) days in advance of the commencement date of the use so that alternative scheduling arrangements may be made. The Chief of Police shall not unreasonably deny this use of vacation leave, but may do so due to exigent circumstances.

Section 05. In scheduling vacations, the Township shall give due consideration to the staffing needs of the Police Department. An employee's use of vacation shall be contingent upon the employee having to his credit a sufficient number of vacation hours to accommodate the employee's vacation request. Once an employee has scheduled his vacation in accordance with this section, the schedule shall not be changed, unless required by the Chief of police and under emergency circumstances. The right of the Chief of Police shall not be abused.

Section 06. Upon separation, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued but unused vacation leave; provided however, that no payment for accrued but unused vacation leave shall be made to an employee having less than one (1) year of service at the time of his separation.

Section 07. In the event of a death of an employee, his unused vacation leave shall be paid to one of the individuals specified in Section 2113.04 of the Ohio Revised Code, or to the estate the deceased employee.

Section 08. Bargaining Unit Members may request payment for any unused vacation. Such request shall not exceed 40 of vacation time. The request may be made for any period in each calendar year.

ARTICLE 13

SICK LEAVE

Section 01. Sick leave shall be defined as an absence with pay necessitated by; (1) illness or injury to the employee; (2) exposure by the employee to a contagious disease communicable to other employees; (3) serious illness, injury, or death in the employee's immediate family. "Immediate Family" shall be defined as an employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or legal guardian or other person who stands in the place of a parent (in loco parentis).

Section 02. All employees shall earn sick leave at the rate of 4.6 hours for every eighty (80) hours in active pay status. Accumulation of sick leave shall be unlimited.

Section 03. An employee who is to be absent on sick leave shall notify the employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each and every day he is to be absent.

Section 04. Sick leave may be used in increments of not less than one (1) hour.

Section 05. Before an absence may be charged against accumulated sick leave, the Chief of Police may require such proof of illness, injury, or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Police Chief and paid for by the Township. In any event, an employee absent for three (3) consecutive tours of duty must supply a physician's report to be eligible for paid sick leave.

Section 06. If an employee fails to submit adequate proof of illness, injury, or death, upon request; or in the event that upon such proof as is submitted or upon the report of medical examination, the Chief of Police, in his discretion, finds that there is not satisfactory evidence of illness, injury, or death sufficient to justify the employee's absence, such leave may, at the Police Chief's option, be considered an unauthorized leave and be without pay.

Section 07. Any abuse, or excessive or pattern use of sick leave shall be just and sufficient cause for disciplinary action.

Section 08. The Police Chief may require an employee absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician and paid for by the Township to establish that the employee is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees. Should the Employer make such request, the employee shall not have his/her sick leave deducted from his accumulated sick leave, unless the physician makes a determination that the employee is unable to return to work because of his medical or mental condition.

Section 09. Upon the death or retirement of an employee, said employee or his next of kin shall be entitled to payment of fifty per cent (50%) of an accumulated one hundred twenty (120) sick days, (i.e., a maximum payment of sixty (60) days, of the employees accumulated sick time)

Section 10. An employee who transfers from the police department to another department of the Township shall be allowed to transfer his accumulated sick leave.

Section 11. Payment for sick leave use shall be exclusive of the shift differential pay.

Section 12. Each bargaining unit member shall be entitled to (3) three Mental Health Days, so long as the member has adequate compensatory time to cover the day or days off. Mental Health days, maybe taken at any time. (aka Dominick Days)

ARTICLE 14

FUNERAL LEAVE

Section 01. An employee shall be permitted to take three (3) days off with pay which shall not be deducted from accumulated sick leave, in the event of death of one of the following: The employee's spouse, children, mother, father, sister, brother, mother-in-law, or father-in-law. Employees shall be permitted one (1) day of funeral leave for the death of a grandparent, brother-in-law or sister-in-law.

ARTICLE 15

COURT TIME AND CALL OUT PAY

Section 01. Any employee who must appear in a court of law or before an administrative agency in a capacity related to his official duties as an employee of Hubbard Township, before or after leaving work, or on a day during which is not scheduled to work, shall be compensated as follows: The employee shall be granted a minimum of four 4 hours pay at one and one half (1 1/2) times his regular rate of pay; however, should the required court appearance exceed four (4) hours, then the employee shall be compensated for all such time at the rate of one and one half (1 1/2) times his regular hourly rate; in lieu thereof, the employee may elect to take compensatory time in the amounts set forth herein. The amount of the time spent by the employee in court shall be certified by the bailiff, prosecutor, clerk of court, or other court official on a form to be prescribed by the Township. In the event that the court time abuts the employee's regularly scheduled working hours, he shall then be compensated in accordance with the overtime provisions of this Agreement.

Section 02. All fees and mileage received by an employee from the court when such employee is being paid by the employer shall be immediately signed over to the employer before such employee will receive his court or call out pay.

Section 03. Any employee who, while off duty, is called out to work by a properly authorized person, shall be granted a minimum of four (4) hours pay at one and one half (1½) times his regular rate of pay; however, should the required call out exceed four (4) hours, then the employee shall be compensated for all such time at the rate of one and one half (1½) his regular hourly rate; in lieu thereof, the employee may elect to take compensatory time in the amounts set forth herein.

ARTICLE 16

JURY DUTY

Section 01. Any employee who is called out for jury duty either federal, county, or municipal, when such jury duty occurs on his regularly scheduled shift, shall be paid his or her regular salary, provided that such employee immediately signs over any jury fees received to the employer.

ARTICLE 17

INSURANCE

Section 01. Effective 01/01/ 13, the employer will continue to provide Health insurance coverage, including dental and eye care as exits at the tie of this agreement with the following bargaining unit member cost. All costs are not to exceed $200.00 per month.

2015; members will pay 10%

2016; members will pay 10%

a) If a husband and wife are both employed by Hubbard Township, only one shall be entitled to hospitalization, which being the families plan.

b) The employer expressly reserves the right to change coverage or carriers, so long as the new coverage is comparable to the existing coverage. The employer and the FOP shall meet and negotiate any changes of the existing benefits provided.

c)

Section 02. The Employer agrees to maintain in full force and affect the current life insurance policies.

Section 03. Any member who wishes to opt out of the Health care, including eye care and dental shall receive a monthly check in the amount of 30% of the members' monthly premium.

ARTICLE 18

LONGEVITY PAY

Section 01. Each employee in the bargaining unit, who has completed three (3) consecutive years with the Township as a full time employee, shall receive longevity pay as follows:

Effective January 1, 2016 longevity shall pay $ 41.25 for each year of service in excess of Three (3) years.

Section 02. This amount shall be paid in the first payday in December each year of the Collective Bargaining Agreement, in a lump sum, and by separate check from the regular paycheck.

Section 03. The aforesaid increases shall be effective upon the attainment of the respective employee's anniversary date.

ARTICLE 19
WAGES

Section .01
The wages shall be as provided:
Sergeants
The Sergeants wages shall be 6.5% greater than the top patrolman's wage stated in the appendix.

2015 Patrol $23.38 per hour Sergeants wage 6.5% per hour $24.90

2016 pay freeze will be in affect

ARTICLE 20

UNIFORM ALLOWANCE

Section 01. Sergeants shall be entitled to an annual uniform and uniform maintenance allowance of One Thousand dollars ($ 1000.00). Payment shall be made within the month of January of each year and will be in a separate check from the employees pay check.

Section 02. It is the responsibility of the individual employee to comply with departmental uniforms standards, and any employee failing to meet such standards may be subject to disciplinary action.

ARTICLE 21

MATERNITY LEAVE

Section 01. Upon written request to the Township, a pregnant employee shall be granted a leave of absence in accordance with the provisions herein.

Section 02. A leave of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the position. The position may include reasonably pre-delivery, delivery, and recovery time, as certified by a physician; but in no event shall it exceed six (6) months. If the employee is unable to return to active work status within six (6) months, said employee shall be given a disability separation as provided in the Ohio Administrative Code. Further, such leave of absence shall not include time being requested for the purposes of child care following the recovery of the employee.

Section 03. A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physicians certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the position due to pregnancy, childbirth, or related medical conditions.

Section 04. Upon request, a pregnant employee shall be permitted to use any or all accumulated sick leave credit only for the period of time certified by the physician's certificate that the employee is unable to work as set forth above. An employee using sick leave credit shall not be prohibited from receiving a leave of absence for the remainder of the six (6) month period as set forth above.

Section 05. A pregnant employee shall, upon request, be permitted to use any and all accumulated vacation leave at any reasonable time prior to or following childbirth. Such vacation leave may precede, may be a part of, or may follow the six (6) month period described above.

ARTICLE 22

EDUCATION AND TRAINING

Section 01. An employee who desires to attend Employer paid job related training courses or schools, may so notify the Employer/Chief in writing, not less than four (4) weeks prior to the commencement of the course or school.

Section 02. Attendance at such course or school shall be at the discretion of the Employer/Chief, as such attendance shall be considered the employees regularly scheduled hours of work.

Section 03. The Employer agrees to reimburse the employee for approved expenses incurred pursuant to Section .01, above, only if the employee meets the following criteria:

a) The employee successfully completes the course or school attended by obtaining a passing grade;

b) The employee obtains the license or certificate for which the school or course was given.

c) If the employee fails to successfully complete the course or fails to obtain the license or certification for which the course was given, the employee's pay status for hours at school shall be taken from accrued compensatory or vacation time, at the option of the employee. Except if such failure of such course(s) is contributed to exigent circumstances.

Section 04. The parties recognize that tuition for Employer mandated training programs shall be paid in full by the Employer.

Section 05. Insofar as practical, the Employer shall adjust work schedules to accommodate attendance at schools or training.

Section 06. The Employer shall post a notice of all schools or training which it determines are applicable to this department.

Section 07. In the event a Township vehicle is not available, and the employee is required to use his own vehicle, he will be reimbursed in the amount approved by the Internal Revenue Service.

ARTICLE 23

INJURY LEAVE

Section 01. When an employee is injured in the line of duty while actually working for the Township, and provided that the employee does not in any way contribute to or exacerbate his injuries through a failure to observe departmental policies, law, or ordinary care as defined by the law, he shall be eligible to receive, in addition to Workers Compensation benefits, an unpaid leave of absence of up to six (6) months and the continuation of his medical and life insurance policies as provided by the Township and at the expense of the Township, subject to the limitations herein. The Township shall provide payment for the full premiums for a period of four (4) months, and the Township and the employee may at the employee's option share equally the cost of said premiums for an additional two (2) month period. No injury leave shall last more than six (6) months. Any employee who is unable to return to work after six (6) month period may be subject to a disability separation as provided in the Ohio Revised Code.

Section 02. An employee may use his accumulated sick and vacation leave for any period of time that he is injured.

Section 03. The Township shall have the right to require the employee to undergo a physical examination by a physician appointed and paid by the Township to determine whether the employee is unable to return to work due to the injury as condition precedent to the employee's receiving the benefits under this section. The designated physician's opinion shall govern whether or not the employee is actually disabled.

Section 04. Any employee who is found to have contributed to his own injuries as set forth above shall not be entitled to the injury leave provided for herein, and may not, at the discretion of the Township, be entitled to the use of sick leave.

ARTICLE 24

SHIFT DIFFERENTIAL

Section 01. Any employee covered by this Agreement who works an afternoon or midnight shift shall receive a premium of forty cents ($. 40) per hour for each hour so worked, paid with and in addition to his regular rate of pay established herein.

Section 02. Any detective or employee temporarily assigned, other than patrol division, shall receive forty cents ($. 40) for all hours worked.

Section .03 Any employee covered by this agreement who works over his/her regular 8 hour shift shall be paid the highest of the 2 shift differential for all overtime hours. (Midnight turn working over onto day turn would continue to be paid the .40 shift differential for all overtime hours connected to the original 8 hours.

ARTICLE 25

PERSONNEL POLICIES AND PROCEDURES

Section 01. The Township reserves the right to suspend, discipline, demote, discharge employees for just cause; and it reserves the right to transfer, assign, schedule, promote, or retain employees. Towards this end, the Township may promulgate personnel policies and a copy of same, when issued, shall be transmitted to each employee. Such policies may be amended from time to time as required, and as determined by the Township. Employees shall be notified of any changes or amendments as provided herein. Nothing contained in this section shall be construed to allow the personnel policies adopted by the Township to be in derogation of the provisions of this Agreement.

ARTICLE 26

PROBATIONARY PERIODS

Section 01. All newly hired employees will be required to serve a probationary period of one (1) year, commencing with date of hire or OPOTA certification, whichever is later. During such period, the employer will have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance procedure contained herein or to any other forum, legal or administrative.

Section 02. All newly promoted employees will be required to serve a promotional probationary period of six (6) months. During such period, the employer shall have the discretion to demote such employee(s) to his previous position and any such demotion shall not be appealable through any grievance or appeal procedure contained herein or to any other forum, legal or administrative.

Section 03. If an employee is discharged or quits while on new hire probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 01 above.

ARTICLE 27

DISCIPLINE

Section 01. Any non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action in accordance with the Disciplinary Procedure herein contained.

Section 02. Disciplinary action taken by the employer shall only be for just cause.

Section 03. Any disciplinary action resulting in a suspension, demotion or discharge of a non-probationary employee may only be appealed and processed in accordance with the disciplinary procedure herein contained.

ARTICLE 28

DISCIPLINARY PROCEDURE

Section 01. This procedure shall apply to all non-probationary employees covered by this Agreement.

Section 02. All the employees shall have the following rights:

A. The employee shall be entitled to representation by a Union representative at each step of this disciplinary procedure.

B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) work days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely effect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

Section 03. An employee may resign following the service of a notice of discipline. Any such resignation will be processed in accordance with the Employer's rules and regulations and the employee's employment shall be terminated.

Section 04. Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The notice served on the employed shall contain a reference to dates, times and places, if known to the employer.

Section 05. Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered, or certified mail, return receipt requested.

Section 06. Discipline shall not be implemented until either:

1. the matter is settled, or
2. the employee fails to file a grievance within the time frame provided by this procedure, or
3. the penalty is upheld by the Arbitrator or a different penalty is determined by the Arbitrator.

Section 07. The notice of discipline served on the employee shall be accompanied by written statement that:

1. The employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
2. The grievance procedure provides for a hearing by an independent arbitrator as its final step;
3. The employee is entitled to representation by a Union Representative at every step of the proceeding;

Section 08. If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 12, until the matter is settled or the arbitrator renders a determination.

Section 09. The following administrative procedures shall apply to disciplinary actions:

A. The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time . The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee

must be advised before meeting that he is entitled to representation by the Union or an attorney during the initial discussion.

B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within ten (10) working days, prepare a formal notice of discipline and present it to the employee. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to step 3 of the grievance procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

Section 10. A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and the Union. All subsequent appeal rights shall be deemed waived.

Section 11. A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

Section 12. An employee may be suspended with pay at any time during the process if the appointing authority, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision at step 3 of the grievance procedure.

Section 13. The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby expressly agrees that this procedure shall be the sole and exclusive procedure to appeal any form of disciplinary action (e.g. suspension, demotion, discharge).

ARTICLE 29

LAYOFF AND RECALL

Section 01. Where, because of economy, consolidation or abolishment of functions, curtailment of activities or other, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions hereinafter set forth.

Section 02. Employees within the effected bargaining unit shall be laid off according to their departmental seniority with the least senior being laid off first, providing that all temporary, seasonal, part-time, and probationary employees within the effected bargaining unit are laid off first in the above respective order.

Section 03. Employee(s) who are laid off from one rank may displace (bump) another employee(s) with lesser departmental seniority in a lower rank within the department.

Section 04. Employee(s) who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with lesser seniority in a lower rated rank pursuant to the provisions of paragraph .03, above.

Section 05. In all cases where an employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position into which he is attempting to displace (bump), at the discretion of the employer.

Section 06. At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable or chooses not to displace (bump) another employee pursuant to the above provisions, shall be laid off. However, any employee may waive his right to displace (bump) another employee and accept the layoff.

Section 07. Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for Twenty-four (24) months from the date of his lay-off. 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. An employee who refuses recall or does not report to work within fourteen (14) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the employer.

Section 08. Employee(s) scheduled for lay off, shall be given a minimum of fourteen (14) days advance notice of lay-off.

ARTICLE 30

PERSONNEL FILES

Section 01. Any employee covered hereunder shall be permitted to review his or her own personnel file upon written notice to the Township, which shall be given two (2) working days in advance of any such contemplated review, or in accordance with the Ohio Revised Code Section 149.43 (C) and Opinion and Judgement Entry in Youngstown Vindicator V. Hubbard Township Police Department, Case no# 90-T-4491, Eleventh District Court of Appeals, Trumbull County, Ohio, whichever is sooner.

Section 02. Upon reviewing his file, should any employee discover material of a negative or derogatory nature, he shall be entitled to provide a written and signed comment in rebuttal, mitigation, or explanation. Such rebuttal shall remain in the employee's personnel file as long as the material to which it relates remains in the personnel file.

Section 03. Records of disciplinary action, not resulting in time off which are two (2) years old, may, upon written request of the employee and subject to the following criteria, be removed from the personnel file:

a. There has been no occurrence of further discipline with the two (2) year period, and

b. The employer has given written approval after determination that such removal will not adversely impact the Township's legal position in any pending or subsequent court action. If request for such approval is denied, the Employer shall provide a written summary for the denial.

ARTICLE 31

INVESTIGATIONS

Section 01. Before an employee may be charged with any violation of the personnel policies or other rules and regulations of the Township 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 an investigation will be the basis for such charge.

Section 02. Questioning or interviewing of an employee in the course of an internal investigation shall, insofar as practicable be conducted at hours reasonably related to the employee's shift. Interrogation sessions shall be for reasonable periods of time, and time shall be provided for rest period and attendance to physical necessities. Should such sessions be tape recorded, the employee shall also be permitted to tape record such session.

Section 03. An employee shall be informed of the nature of any investigation of himself prior to any questioning thereon. If the employee being questioned is at the time a witness and not under investigation, he shall be advised accordingly.

Section 04. At such point in an investigation that charges are supportable, a formal written charge of misconduct shall be prepared, and shall state the matters which are under investigation, and the charges which are considered. If, during the course of an investigation, the above facts are determined, the formal written notice will be prepared and delivered to the employee.

Section 05. All complaints by civilians which may involve suspension or discharge shall be reduced to writing by the person receiving such complaint, and the complaint shall be signed by the complainant. Should the complaint be resolved by the person receiving it, this fact shall be so noted on the complaint. In the event a citizen complaint shall result in formal disciplinary action against an employee, said employee may, upon written request, be provided with a copy of the complaint and with the name of the complainant.

Section 06. Nothing herein shall be construed or used so as to deny the employee his right to have a Union representative present during any questioning session in which the employee is subject to disciplinary action, except where such disciplinary action is contemplated for an employee's refusal to answer questions. Should an employee choose to answer questions without a Union representative present, the employee may at any time cause the questioning to be interrupted in order to obtain a Union representative, within reasonable amount of time.

ARTICLE 32

GRIEVANCE PROCEDURE

Section 01. Every employee covered hereunder shall have the right to present his grievance in accordance with the procedures provided herein, and in doing so shall be free from any interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by the Union 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 grievance procedure.

Section 02. For the purpose of this Article, the following definitions apply;

A. Except at step one, all grievances shall include:

1. The name and position of the aggrieved party

2. The identity of the provisions of this Agreement involved in the grievance.

3. The time and place where the alleged events or condition constituting the alleged violation of this Agreement took place.

4. The identity of the party responsible for causing the grievance, if none, to the aggrieved party.

5. A general statement of the nature of the grievance and the redress sought by the aggrieved party.

B. Except at step one, all decisions shall be rendered in writing at each step of the grievance procedure. Each written decision shall be forwarded to the aggrieved party and to the Union.

C. The preparation and processing of grievances may be conducted during working hours, provided that the Union does not abuse this privilege. For purposes of insuring compliance with this provision, the Police Chief or his authorized representative may make reasonable inquiry with respect to the nature of the grievance being processed.

D. In the event that a grievance is adjusted without a formal determination, the adjustment shall be binding upon the aggrieved party and it shall in all respects be final; however, said adjustment shall not create a precedent or ruling binding upon the employer with respect to future proceedings.

E. The aggrieved party may be represented by the Union at any step of the grievance procedure.

F. The existence of this grievance procedure shall not be construed so as to require any employee to pursue the remedies herein provided, and it shall not impair or limit the right of any employee covered hereunder to pursue any other remedies available under law; however, any employee who pursues any other available remedy other than as provided by this procedure shall be deemed to have automatically waived and forfeited any remedies provided by this procedure.

G. The time limits provided herein below will be strictly adhered to, and any grievances not filed initially or appealed within the specified time limits will be deemed waived and void. If the Township fails to reply within the specified time limits, the grievance shall automatically be moved to the next step of the grievance procedure. If the F.O.P. fails to comply within the time limit specified herein, the grievance shall be automatically considered abandoned. The time limits specified herein may be extended only by mutual agreement of the parties.

Section 03. When a grievance arises, the following procedure shall be observed.

Step One: An employee who believes he may have a grievance shall notify the Chief of Police of the possible grievance within five (5) days of the occurrence of the facts giving rise to said grievance. The Chief will schedule an informal meeting with the employee and his representative, should the employee desire a representative, within five (5) days of the date of the notice by the employee. The Chief and the employee, along with the Union, should they be present, will discuss the issue in dispute with the objective of resolving the matter informally.

Step Two: If the dispute is not resolved informally at step one, it shall be reduced to writing by the aggrieved party and/or his representative, if any, and presented as a grievance to the Chief of Police within five (5) days of the informal meeting of notification of the Chief's decision at step one, whichever is later. In no event however, shall the submission of the written grievance be more than seven (7) days of the date of the meeting if the Chief of Police fails to give the aggrieved party an answer. The Chief shall give his answer to the written grievance, with a copy provided to the Union, within five (5) days of the Chief's receipt of the written grievance.

Step Three: If the aggrieved party is not satisfied with the written decision at the conclusion of step two, a written appeal of the decision may be filed with the Board of Township Trustees within five (5) days from the date of the rendering of the decision as provided in step two. Copies of the written decisions shall be submitted with a written appeal. The Board of Township Trustees, or its designee, and its representatives, should it choose to have one, shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, the Union, and any other party necessary to provide the required information for the rendering of a proper decision. The Board of Township Trustees, or its designed, shall issue a written decision to the employee within fifteen (15) days from the date of the step three meeting. If the Union is not satisfied with the decision reached at step three, they may proceed to arbitration pursuant to the procedure outlined below.

Step Four: Should a grievance remain unresolved after being processed through step three, then within ten (10) days after the rendering of a decision as provided in step three, or within ten (10) days after a time limit default by the Township at step three, the Union may submit the grievance to arbitration. Within this ten (10) day period, the parties will attempt to mutually agree to an arbitrator. If such agreement is not reached, the parties will submit a request to the Federal Mediation and Conciliation Services, for a list of arbitrators.

The parties, upon receipt of such list shall strike names from the list until one name remain and that name shall be the arbitrator designated to hear the grievance. The striking of the names shall be in rotation and the Township shall strike the name first.

The arbitrator shall 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 is itself contrary to law, or violates any if the terms and conditions of this Agreement.

The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days, except by mutual written agreement of the parties.

The hearing shall be concluded pursuant to the rules of the Federal Mediation and Conciliation Services.

The fees and expenses of the arbitrator, and the cost of the hearing room, if any, shall be borne by the party which does not prevail in the grievance hearing. 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.

The arbitrator's decision and award shall be in writing, and shall be delivered within thirty (30) days from the date of the hearing. The decision of the arbitrator shall be binding on the parties, and shall not be appealed except as provided in Chapter 27.11 of the Ohio Revised Code.

ARTICLE 33

WORKING CONDITIONS

Section 01. The normal work period for all full-time police officers covered by this Agreement, shall be eighty (80) hours in fourteen days. The normal work schedule shall be five (5) consecutive days on and two (2) consecutive days off.

Section 02. **Section 02.** An employee who works in excess of forty (40) hours in one week or more than eight (8) hours in a twenty-four (24) hour period, and when approved by the Chief of Police or the immediate supervisor, shall be compensated at the employee's election, either at the rate of one and one half (1½) times the regular hourly rate of pay or compensatory time to be taken with the Chiefs approval. Employees may earn, accumulate, and use compensatory time in accordance with the applicable provisions of the Fair Labor Standards Act and the rules promulgated thereunder. Employees who are required to work on holidays shall be paid overtime in accordance with this section. All full time Officers shall have first choice to work any unscheduled overtime created by any Full-time officer's report off (i.e. sick leave). The Township may schedule and assign part-time employees to work scheduled overtime (i.e. vacation, days off) with respect to patrol in order to provide police protection to the residents of Hubbard Township. Compensatory time may only be banked to a maximum of 300 hours, during the term of this agreement for any officer employed by Hubbard Township.

Section 03. Compensatory time may be converted to cash upon the request of the member, and limited to a maximum of forty (40) hours each year of this Agreement. Holiday compensatory (Article 11, Section 07) time and compensatory time shall not exceed forty (40) hours of cash payment.

ARTICLE 34

TEMPORARY TRANSFERS

Section 01. The employer may temporarily transfer any employee from one job classification to another job classification within the Police Department so long as such transfer does not exceed ninety (90) calendar days. The least senior employee capable of performing the necessary duties, at the Employer's/Chief's discretion, will be transferred so long as such transfer does not result in additional transfers.

ARTICLE 35

PHYSICAL EXAMINATION

Section 01. Should the Employer so determine, it may direct any and all employees to have an annual physical examination performed by a physician designated and paid by the Employer.

Section 02. All results of the physical and testing process are considered to be privileged and confidential between the employee, the Employer, and the physician and shall become part of the Employer's permanent medical file of the employee. No information may be released from this file to anyone other than the Trustees without the express written consent of the employee.

Section 03. At the employer's sole discretion, the above physical examination may contain a test (blood screen) for the HIV acquired Immunity Deficiency Syndrome (AIDS) virus. All such testing and the test results shall be implemented as follows.

a) The physician performing the examination shall counsel each employee as to the testing process, possibility of inaccurate test results and any other subject medically appropriate;

b) In the event a positive test result occurs after the second test, the employee shall be given the Western Bloc Test which shall be paid by the Employer. There shall be no releasing of the first tests results to anyone other than the physician and the employee.

c) In the event a positive test occurs in the Western Bloc Test, the results shall be kept completely confidential between the physician and the employee until such time it is finally determined that the employee is actually infected.

d) In the event of such final determination, the results will be kept confidential between the physician, employee and the Board of Trustees. At that time, the situation will be handled pursuant to paragraph .04, below.

Section 04. If as a result of the above provided physical examination, it is determined that the employee is actually afflicted with AIDS, as opposed to just testing positive for AIDS antibodies, the employer may;

a) Allow the afflicted employee to continue to work until he is physically unable to do so; or,

b) relieve the afflicted employee from duty and put him on injury leave for up to ninety (90) days and then sick leave, if necessary pending the approval of his retirement by the pension system.

Section 05. In the event the Employer elects to place the employee on injury leave and then sick leave prior to the employee actually becoming incapacitated and, if, as a result of such early removal from duty, the employee exhaust his sick leave prior to the approval of his retirement, the Employer will grant the employee enough additional sick leave to keep the employee on full pay status until his retirement is approved.

Section 06. If as a result of the above provided physical examination, it is determined that the employee tests positive from AIDS antibodies but did not afflicted with the actual disease the Employer may elect from the following options;

a) make no changes in the employee's duties or employment;

b) transfer the employee to another position within the Police Department where he would not be in contact with the general public;

c) transfer him to another job within the Employer's workforce, but outside the Police Department; or,

d) remove the employee from duty and work altogether.

Section 07. In the event the Employer elects to transfer the employee to another job outside the Police Department and give him a new job classification, the employee will suffer no reduction in his existing wage. if the Employer elects to remove the employee from duty and not transfer him to any other form of employment, the Employer will continue to pay the employee his existing wage for however long the Employer keeps the employee in such status or until his retirement, workers compensation or other pension benefits are approved, whichever occurs first.

Section 08. If an employee is transferred to another position and the employee has less than fifteen (15) years pension credit, the Employer will keep the employee in such pension system until he vests his pension at fifteen (15) years. If the employee has more than fifteen (15) years pension credit, the Employer will keep the employee in such system until he obtains twenty five (25) years of credit.

Section 09. In any instance where the employee is receiving pay pursuant to the above provisions and such pay is not the result of the employee utilizing accumulated leave credits, the Employer will be entitled to an offset against wages paid by other received payments.

Section 10. All costs associated with any AIDS tests administered pursuant to this article, shall be borne by the Employer.

ARTICLE 36

DRUG TESTING

Section 01. Drug screening/testing shall be conducted at times of pre-employment, annual physical, and upon reasonable suspicion. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of the drug screening or testing be released to a third party. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

Section 02. All drug screening test shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy conformation any positive initial screening.

Section 03. Drug screening test shall be given to employees to detect the illegal use of a controlled substance as defined in Sections 3719.02 and 4729.02 of the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test or blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. The test shall be given the same evidentiary value as the two previous test.

Section 04. Upon the finding of positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, the Employer shall have the right to disciplinary action. The employer may require the employee to participate in a rehabilitation or detoxification program, as determined by the appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the period of the detoxification program. If no such leave credits are available, such employee shall be place on a medical leave of absence without pay for a period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification program will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 05. If the employees refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he test positive at any time within two (2) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, cost of all drug screening tests, and confirmatory tests shall be borne by the Township. For the purpose of this article, "periodic", shall mean not more than six (6) times per year, except that drug tests my be performed at any time upon "reasonable suspicion" of drug use.

Section 06. No drug testing shall be conducted without the authorization of the Employer. If the Department Head orders, the employee shall submit to a toxicology test in accordance with the procedure set forth below. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action.

Section 07. The employee and the Union shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

ARTICLE 37

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 01. The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, if reasonably practical. Employees will not be normally disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program, the employee is still abusing or resumes abusing such substances the employee shall be disciplined.

Section 02. Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP, where appropriate. All employees dealing with the EAP shall be strictly confidential.

Section 03. This article shall not operate to limit the Employer's right to discipline an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary action. An employee's participation in the EAP does not operate to waive any other rights granted to him by this Agreement.

ARTICLE 38

CONFORMITY TO LAW

Section 01. This Agreement shall be subject to and subordinated to any applicable present and future Federal and State laws and regulations, and the invalidity of any provisions of disagreement by reason of any such existing or future law or regulation shall not effect the validity of the surviving provisions.

Section 02. If the enactment of State legislation, or determination by a court of final and competent jurisdiction, whether in a proceeding between the parties or in one not between the parties but controlling by reason of the fact, renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid provisions had not been included herein.

ARTICLE 39

TOTAL AGREEMENT

Section 01. This Agreement represents the entire Agreement between the Township and the F.O.P., unless specifically and expressly set forth in the expressed written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Township, without any such modifications or discontinuances being subject to any grievance or appeal procedure contained here

ARTICLE 40

OBLIGATION TO NEGOTIATE

Section 01. The Township and the F.O.P. 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 or 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.

Therefore, for the life of this Agreement, the Township and the F.O.P. each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain or collectively negotiate with respect to any subject matter referred to, or covered by 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 bargained and negotiated this Agreement.

ARTICLE 41

GENDER AND PLURAL

Section 01. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine or feminine, or neuter gender 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 only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 42

HEADINGS

Section 01. The use of headings before articles or sections is for convenience only, and no heading shall be used in the interpretation of said article or section, nor shall any such heading affect any interpretation of any article or section.

ARTICLE 43

LEGISLATIVE APPROVAL

Section 01. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of the law or for providing the additional funds therefore, shall not become effective until the appropriate legislative body have given its approval.

ARTICLE 44

FAMILY AND MEDICAL LEAVE ACT

Section 01. The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, and as set forth herein below.

Section 02. Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave.

a. The birth of a son or daughter, and to care for the newborn child;

b. The placement with the employee of a son or daughter for adoption or foster care;

c. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,

d Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

Section 03. The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above.

Section 04. Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with said Act.

Section 05. No employee shall lose seniority during the period of time off which is attributable to the Family and Medical Leave Act.

Section 06. An employee shall not be required to use paid leave prior to the use of unpaid leave.

ARTICLE 45

SPOUSE BENEFIT

Section 01. A spouse or dependant child providing there is no spouse, of any member who is killed in the performance of his duties shall receive the biweekly wages and medical benefits of the member. This benefit shall be paid for a period of one (1) year from the date of the fatality, unless the spouse remarries, or the eligible dependent marries or reaches the age of majority (18) at which time the benefits are stopped.

ARTICLE 46

BULLETIN BOARDS

Section 01. The F.O.P. will be allowed one bulletin board for the posting of official F.O.P. notices. There shall be no posting of defamatory material, and the F.O.P. shall provide the Township with a copy of all material at the time of posting.

ARTICLE 47

SCHEDULING

Section 01. Pursuant to the Management Rights Clause, Section 3.01 herein, the Chief of Police or his designee shall have the right and shall be responsible for the creation, maintenance, and posting of the employees' work schedules. Employees shall be notified not less than seven (7) calendar days in advance of their work schedule. Except in emergency circumstances, the Chief or his designee shall not alter or change any schedule less than seven (7) days before its effective date.

Section 02. Shift Bidding - Officers shall bid shifts once each year during the term of the Agreement. The bid will be by seniority and the most senior has the first choice etc. The posting for the shifts shall be thirty days from the date of the signing of this Agreement, and shall be effective for one year, at which time another bid shall take place. A member assigned to a special detail (assignment0) shall be exempt from the bidding procedure.

Section 03. Temporary Assignment – The Chief may assign an officer to a shift for temporary assignment, for operational necessities. Temporary assignments shall not be more than thirty (30) calendar days.

ARTICLE 48

DUTY WEAPON

Section 01. A Bargaining Unit Member, who retires, may purchase his duty weapon from the township for one dollar ($1.00).

ARTICLE 49

MID-TERM DISPUTE RESOLUTION PROCEDURE

49.01 The procedures contained in this article shall govern mid-contract term disputes arising between the F.O.P. and the Township of Hubbard concerning proposed changes in terms and conditions of employment.

A. In the event the employer makes or proposes to make any changes in health care or wages, hours or terms and conditions of employment before the expiration of this agreement, either party may serve notice upon the other of its desire to negotiate such a change.

B. The parties shall continue in full force and effect all terms and conditions of this existing agreement unless and until a new or modified agreement is agreed upon or established by operation of this Article.

49.02 At any time after the commencement these mid-term negotiations, if either party believes that negotiations have reached an impasse, the parties shall submit their dispute to an agreed upon fact-finder by selecting from a list of seven (7) arbitrators provided by FMCS in accordance with this section and submit the dispute to fact-finding.

A. The list may be requested from FMCS by either party. Each party has the right to reject one list provided by FMCS in which event the rejecting party shall immediately ask FMCS and pay for a substitute list.

B. The fact-finder shall proceed to hold a hearing to resolve the impasse in accordance with the rules of the Ohio State Employment Relations Board applied to fact-finding procedures. These rules shall apply except as modified by this Article.

C. Each party shall submit a written statement outlining its position on each of the unresolved issues and the language for insertion in the contract by which it proposes to resolve the impasse.

D. The fact-finder shall make a final recommendation as to all of the unresolved issues.

E. The following guidelines shall be applied by the fact-finder:

1. The fact-finder shall establish times and place of the hearing.

2. The fact-finder shall take into consideration the factors listed in Section 3(1) below.

3. The fact-finder may attempt mediation of the dispute at any time until a final recommendation is made.

4. The fact-finder shall transmit his/her recommendations to the employer and the union at the same time via U.S. Mail or by FAX.

5. Each party shall pay one-half the cost of the fact-finding procedure.

F. Not less than fourteen (14) days after the recommendations of the fact-finder are received by the parties; the legislative body by a three-fifths vote of its total membership and, in the case of the union, the membership by a three-fifths vote of the total membership may reject the recommendations. If neither party rejects the recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted. The existing collective bargaining agreement shall be deemed to be modified by incorporating the recommendations of the fact-finder, and all other issues tentatively agreed upon before the disputed issues were submitted to the fact-finder.

49.03 If either the legislative body or the membership of the union rejects the recommendations, the parties may again attempt to reach a settlement of the issues still in dispute by further negotiations. Within fourteen (14) days of the vote by either party to reject the recommendations of the fact-finder, the parties shall submit any issues still in dispute to a final offer settlement procedure, binding conciliation in accordance with the procedures provided in this section.

A. The parties shall request a list of seven arbitrators from FMCS.

B. They shall select an arbitrator to serve as a conciliator from the list provided by FMCS.

C. The parties shall submit all unresolved issues to conciliation.

D. The conciliator may attempt mediation at any time until he/she issues his/her report.

E. The conciliator shall establish a time and place for the hearing.

F. Not later than five (5) days before the hearing, each of the parties shall submit to the conciliator and to the opposing party a written report summarizing the unresolved issues, and the language by which that party proposes to resolve the dispute as of each issue.

G. The conciliator shall be an arbitrator and shall have the power of an arbitrator under O.R.C. Section 2511 to issue subpoenas for the hearing. The conciliator shall take all the evidence and either party may make a record at its own expense.

H. The conciliator shall proceed to hold a hearing to resolve the impasse in accordance with the rules of the Ohio State Employment Relations Board applied to conciliation procedures. These rules shall apply except as modified by this Article.

I. After the hearing the conciliator shall resolve the unresolved issues by selecting on an issue-by-issue basis from between each of the final settlement offers made by the parties taking into consideration the following:

1. Past collectively bargained agreements between the parties.

2. Comparison of the issues submitted to conciliation relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work.

3. The interests and welfare of the public; the ability of the public employer to finance and administer the resolution of the issues proposed and the effect of the adjustments on the normal standard of public service.

4. The lawful authority of the public employer.

5. The stipulations of the parties.

J. The Conciliator shall make written findings of fact and publish a written opinion and order deciding the issues presented to him/her. He/she shall deliver a copy to each of the parties, at the same time via U.S. Mail or by FAX.

K. The parties shall each pay one-half the cost of the conciliation procedure.

49.04 The issuance of a final offer settlement award constitutes a binding mandate to the employer and the union to take whatever action may be necessary to implement the award. Both parties agree to be bound by the award and order on all issues resolved by the conciliator and all issues previously resolved by agreement of the parties during negotiations. This award, order and all previously negotiated agreements shall constitute amendments to the collective bargaining agreement without the necessity of either party taking any further action. However, the parties may, if they desire to do so by agreement execute an amended collective bargaining agreement including the award and order of the conciliator and all tentatively agreed upon issues not submitted to the conciliator for resolution.

ARTICLE 50

EXECUTION

Section 01. IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be duly executed this _____ day of _____ 2016.

FOR THE TOWNSHIP

Township Trustee Joseph Gleydura

Township Trustee

Township Trustee

FOR THE F.O.P./O.L.C.

Ron Fusco
Negotiating Committee Representative

Otto J. Holm Jr. 10/23/15
Staff Representative FOP/OLCI