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AGREEMENT
BETWEEN THE
JACKSON TOWNSHIP
BOARD OF TRUSTEES
AND THE
FRATERNAL ORDER OF POLICE/
OHIO LABOR COUNCIL
Lieutenants

SERB Case #
2015-MED-09-0973

Effective January 15, 2016

Expires January 14, 2019

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ARTICLE 1
PURPOSE AND INTENT

Section 1. This Agreement is hereby entered into by and between the Board of Trustees of Jackson Township, Stark County, Ohio, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP."

Section 2. In an effort to continue harmonious and cooperative relationships with its Bargaining Unit Members and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purpose, among others, the following:

- A. To recognize the legitimate interests of the Bargaining Unit Members of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;
- B. To promote fair and reasonable working conditions;
- C. To promote individual efficiency and service to Jackson Township;
- D. To avoid interruption of interference with the efficient operation of the Employer's business; and
- E. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 2
RECOGNITION

Section 1. The Employer hereby recognizes the FOP as the sole and exclusive representative for those Bargaining Unit Members of the Police Department in the bargaining unit holding the rank of Lieutenant pursuant to SERB certification 03 REP-03-0047 dated June 5, 2003. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those sworn officers employed full-time and holding the classification of Lieutenant.

Section 2. Notwithstanding the provisions of this Article, all management, confidential, supervisory, part-time, temporary, auxiliary, seasonal employees and all those positions and classifications not specifically established as being included in the bargaining unit shall be excluded.

ARTICLE 3
DUES DEDUCTION/FAIR SHARE FEES

Section 1. Deductions. The Employer agrees to deduct regular FOP membership dues, initiation fees, or assessments from the first pay in each calendar month of any Bargaining Unit Member eligible for membership in the bargaining unit after receiving written authorization signed individually and voluntarily by the Bargaining Unit Member. If a Bargaining Unit

Member has no pay due on the pay date, such amounts shall be deducted from the next pay. The signed payroll deduction form must be presented to the Employer by the Bargaining Unit Member prior to the deduction of dues.

Section 2. Deduction Calculation. The initiation fees, dues, or assessments so deducted shall be in the amounts established by the FOP from time to time in accordance with its Constitution and Bylaws. The FOP shall certify to the Employer the amounts due and owing from the Bargaining Unit Members involved during January of each year. One (1) month advance notice must be given to the Fiscal Officer prior to making any changes in an individual's initiation fees, assessments, or dues deductions.

Section 3. Deduction Remittance. A check in the amount of the total dues withheld from these Bargaining Unit Members authorizing a dues deduction shall be tendered to the treasurer of the FOP within thirty (30) days from the date of making said deductions.

Section 4. Indemnification. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of dues or fair share fees, initiation fees, withholdings, or assessments, and the FOP hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, demands, proceedings, lawsuits or any other forms of liability that arise out of or by reason of actions taken or not taken by the Employer pursuant to this Article. Once the funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

Section 5. Termination of Authorized Deductions. The Employer shall be relieved from making such individual check-off deductions upon: (a) termination of employment, or (b) transfer to a job other than the one covered by the bargaining unit, or (c) layoff from work, or (d) an approved unpaid leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Section 6. Deduction Errors. It is agreed that neither the Bargaining Unit Members nor the FOP shall have a claim against the Employer for errors in the processing of deduction unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the union dues deduction will normally be made by deducting the proper amount.

Section 7. Deduction Authorization/Revocation. Each eligible Bargaining Unit Member's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement unless the eligible Bargaining Unit Member notifies the Township Fiscal Officer in writing that the dues check off authorization has been revoked, at which point the dues deduction will cease effective the pay period following the pay period in which written dues deduction revocation was received by the Employer.

Section 8. Fair Share Fee Deduction Procedure. Upon the completion of probation, all employees covered by this Agreement who have not become Union members shall, as a condition of employment, pay a fair share fee rebated for expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of

collective bargaining. Fair share fee deductions shall comply with ORC 4117.09. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure, and the Union warrants to the Employer that it has a fair share fee notice and internal rebate procedure that complies with both federal and state law.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. The FOP shall recognize the right and authority of the Employer to administer the business of the Township and, in addition to other functions and responsibilities which are required by the law, the FOP shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Township, to promulgate rules and regulations and to otherwise exercise the prerogatives of management and, more particularly, including but not limited to the following:

- A. To manage and direct its Bargaining Unit Members, including the right to select, hire, promote, transfer, assign, schedule, evaluate, layoff, recall, verbally reprimand or discipline, demote; discipline by written reprimand, suspension or discharge for just cause; and to maintain order among Bargaining Unit Members;
- B. To manage and determine the location, type, and number of physical facilities, equipment, programs, the work to be performed;
- C. To determine the Township's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes;
- D. To promulgate and enforce work rules;
- E. To determine the size and composition of the work force and the Township's organizational structure including the right to relieve Bargaining Unit Members from duty due to the lack of work or lack of funds;
- F. To determine the hours of work and work schedules;
- G. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- H. To maintain the security of records and other pertinent information;
- I. To determine and implement necessary actions in emergency situations.

Section 2. The FOP recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

ARTICLE 5
DISCIPLINARY PROCEDURE

Section 1. The Employer/designee may take corrective action against a non-probationary employee in the bargaining unit for only just cause. Except in cases that involve major rule/regulation violations, discipline will normally be applied in a corrective/progressive manner. Examples of disciplinary action are as follows:

- A. Written warning;
- B. Written reprimand;
- C. Suspension without pay. At the option of the employee and with the concurrence of the Employer, accrued vacation or personal leave may be forfeited equal to the length of the suspension record of suspension will be maintained;
- D. Reduction in pay;
- E. Discharge.

Section 2. Predisciplinary Conference. Whenever the Employer/designee determines that a non-probationary employee may be disciplined for just cause that could result in suspension, reduction, or termination, a predisciplinary conference will be scheduled to give the employee an opportunity to offer explanation of the alleged misconduct. Prior to the conference, the employee shall be given written notice of the charges, a brief explanation of the facts underlying the allegations, and what form of discipline may be imposed. The predisciplinary conference, if any, shall be held in private and shall be completed within thirty (30) calendar days from the date the written notice of charges are given to the employee. Any discipline that is administered following the hearing shall be issued within ninety (90) calendar days from the date of Employer/designee's report except where the employee is unavailable. In such case, the discipline shall be administered within thirty (30) calendar days of the employees return.

The predisciplinary conference will be conducted by the Employer/designee. The employee may choose to:

- 1. Appear at the conference to present oral or written statements in his/her behalf.
- 2. Appear at the conference with an employee or non-employee representative of the FOP to present oral or written statements in his/her behalf.
- 3. Elect in writing to waive the opportunity to have a predisciplinary conference.

Failure to elect and pursue one of these options will be deemed a waiver of the employee's right to a predisciplinary conference.

During the conference, the employee will be asked to respond to allegations of misconduct and may present evidence, testimony, or witnesses in his/her behalf. The employee shall provide a list of

witnesses, and the name and occupation of his representative, if any, to the Employer/designee as far in advance as possible, but no later than twenty-four (24) hours prior to the conference. It is the employee's responsibility to notify witnesses that he desires their attendance at the conference.

The employee and or his representative will be permitted to question all witnesses appearing at the conference. Following the conference, the Employer/designee shall issue in writing his/her recommendations regarding the allegations against the employee and will provide the employee and employee representative with a copy.

Section 3. Disciplinary Appeals. Disciplinary action involving a loss in pay may be appealed through the grievance and arbitration procedure. Disciplinary actions involving no loss in pay shall be appealable through the grievance procedure, but are not eligible for arbitration. The employee must file appealable disciplinary actions at the appropriate level of the grievance procedure within ten (10) calendar days from the receipt of the notice of discipline.

Section 4. Administrative Leave. Any employee under indictment or arrested may be placed on leave of absence without pay until resolution of the court proceedings. An employee may use accrued vacation or personal leave during the leave. While on this unpaid leave an employee shall be permitted to continue his/her health care coverage by paying the premium payments set at the COBRA rate (a COBRA qualifying event).

Section 5. Statutory Preemption. The provisions and procedures contained in this Article involving discipline decisions covered by this Article are in lieu of any statutory rights provided to the Employee under Ohio Revised Code Sections 505.49, 505.491 through 505.492, or otherwise provided by law.

ARTICLE 6

BARGAINING UNIT MEMBERS' RIGHTS AND INTERNAL INVESTIGATIONS

Section 1. Union Representation. A Bargaining Unit Member has the right to the presence of a FOP representative at all investigatory interviews where discipline is likely to result. The Employer will attempt to provide an employee with at least forty-eight (48) hours notice of any investigatory interview so as to afford the employee time to request attendance of a non-employee FOP representative. However, under no circumstances shall the Employer be required to delay any interview for such purpose where it determines that such action would impair or otherwise negatively impact its investigation so long as a FOP representative is available.

Section 2. Garrity Warnings. Before a Bargaining Unit Member may be charged with any violations of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised of his Garrity rights, that his refusal to answer or participate will be the basis of such a charge, and that such refusal may result in discipline.

Section 3. Questioning. Questioning or interviewing of a Bargaining Unit Member in the course of an internal investigation will be conducted at hours reasonably related to the Bargaining Unit Member's shift, unless operational necessities require otherwise.

Section 4. When a criminal act is not involved, a Bargaining Unit Member will be informed of the nature of any disciplinary investigation of himself prior to the interrogation.

Section 5. A Bargaining Unit Member shall have the right to review his personnel file upon request and at times when the offices maintaining those records are normally open. The Bargaining Unit Member may append clarifying statements to any document he considers to be prejudicial. Copies of all documents of a disciplinary nature shall be provided upon request.

Section 6. Polygraphs. In the course of any civil internal affairs investigation, polygraph examinations may be administered only with the consent of the Bargaining Unit Member.

Section 7. Notice of Charges/Complaint. Any statement of charges filed against a Bargaining Unit Member by another police department member shall be in writing and signed by the charging officer. Prior to an investigatory interview of the charged employee, a copy of the charges will be provided to the charged Bargaining Unit Member along with any complaint on which those charges are based, provided that such is a public record.

ARTICLE 7 **NO STRIKE/NO LOCKOUT**

Section 1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the FOP recognize their mutual responsibility to provide for uninterrupted services to the citizens of Jackson Township. Therefore:

Section 2. The FOP agrees that it will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice stating FOP's authorized representatives who will deal with the Employer and make commitments for the FOP. When there is a change in the listed authorized representatives, the Employer will be notified in writing.

Section 3. The FOP further agrees that neither it, its officers, agents, representatives, or members of the bargaining unit will, directly or indirectly, authorize, sanction, instigate, cause, aid, finance, participate in or assist in any way any strike including, but not limited to, a concerted "sick leave," slowdown, walkout, work stoppage, or any other interruption of operations or services of the Employer by its members during the life of this Agreement. The FOP shall undertake every reasonable means to notify all Bargaining Unit Members that an unauthorized strike is unlawful and not sanctioned by the FOP, and the FOP shall undertake every reasonable means to induce such Bargaining Unit Members to return to their jobs during any such period of unauthorized stoppage of work mentioned above.

Section 4. It is specifically understood and agreed that the Employer, during the first twenty-four (24) hour period of such unauthorized work stoppage, shall have the whole and complete right of discipline, short of discharge, and such bargaining unit members shall not be entitled to or have any recourse to any other provision of this Agreement.

After the first twenty-four (24) hour period of such stoppage and, if such stoppage continues, the Employer shall have the sole and complete right to immediately discharge any bargaining unit member participating in any unauthorized strike, slowdown, walkout, or any other cessation of

work, and such bargaining unit members shall not be entitled to or have any recourse to any other provision of this Agreement.

Section 5. The Employer agrees that neither it, its officers, agents, or representative, individually or collectively, will authorize, instigate, cause aid or condone any lockout of members of the bargaining unit.

ARTICLE 8 **ASSOCIATION REPRESENTATION**

Section 1. One Bargaining Unit Member representative of the FOP shall be allowed reasonable time off to attend grievance meetings or hearings after the grievance has been filed pursuant to the Grievance Procedure and one Bargaining Unit Member representative to attend arbitration hearings required under the Grievance and Arbitration Procedure set forth in Article 9 of the Agreement during the Bargaining Unit Member representative's normal work hours without loss of pay.

Section 2. One (1) Bargaining Unit Member of the negotiating committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer if scheduled by mutual agreement during a member's regular working hours without loss of pay.

ARTICLE 9 **GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. Purpose. The Grievance Procedure is a formal mechanism intended to ensure that Bargaining Unit Member grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation. The Parties agree that the terms and conditions of this Agreement are binding on both the Employer and the FOP.

Section 2. Definitions.

- A. The term "grievance" shall mean an allegation by a Bargaining Unit Member that there has been a breach, misinterpretation, or improper application of the express written provisions of this Agreement.
- B. For purposes of counting time under this procedure, a "day" as used in the procedure shall mean calendar day excluding Saturdays, Sundays, and legal holidays.
- C. A "grievant" is a Bargaining Unit Member or group of Bargaining Unit Members within the bargaining unit of the FOP or the FOP itself.

Section 3. The following procedures shall apply to the administration of all grievances filed under this Article:

- A. A grievance may be brought by any member of the bargaining unit or the FOP itself. Where a group of bargaining unit members desires to file a grievance involving a

situation affecting each member in the same manner, one member selected by each group shall process the grievance.

- B. Any Bargaining Unit Member or the FOP may withdraw his grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements of any step to lapse without further appeal.
- C. All grievances must be filed on the Grievance Procedure Form attached hereto as Attachment 1 and contain the following information to be considered:
 - 1. Aggrieved Bargaining Unit Member's names, address, and signature.
 - 2. Aggrieved Bargaining Unit Member's classification.
 - 3. Date grievance was first discussed with the Major.
 - 4. Date when grievant first became aware of grievance.
 - 5. Person or persons to whom grievance is directed.
 - 6. Description of incident giving rise to the grievance.
 - 7. Articles and Sections of Agreement violated.
 - 8. Remedy sought.
- D. All grievances must be processed at the proper step in the order of progression to be considered at the subsequent step. Salary (specifically money and overtime issues), insurance and all disciplinary grievances must be appealed directly to Step 2 of the grievance procedure within ten (10) days of the occurrence of the facts giving rise to the grievance. All other grievances must be filed directly at Step 1 as provided herein.
- E. All decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the grievant and the FOP Associate.
- F. A grievant may be represented at any point in the process by no more than one (1) bargaining unit member either independent of or in addition to a non-employee representative.
 - 1. The FOP has the right to decide whether to arbitrate any grievance.
 - 2. As this Agreement provides for final and binding arbitration, all Bargaining Unit Members are confined solely to the provisions contained in this Article as their sole and exclusive remedy for all matters that are the subject of the Grievance Procedure contained in this Article and shall have no other remedy, either at law, equity, or otherwise for matters that are the subjects of this Article.

- G. Where any grievance is not filed initially or appealed within the specified time limits, the grievant is deemed to have accepted the last answer to the grievance submitted by the Employer or administrative personnel involved in the Grievance Procedure as the final and binding resolution of the grievance. If the Employer fails to reply within the specified time limit, the answer to the grievance at that step will be assumed to be in the negative. ~~The time limits specified for either party may be extended only by written mutual agreement.~~
- H. This procedure shall not be used for the purposes of adding to, subtracting from, or altering, in any way, any of the provisions of this Agreement or any provisions of the United States or Ohio Constitutions.

Section 4. Grievance Steps

Step 1. A Bargaining Unit Member who believes he may have a grievance shall notify the Major or his authorized replacement within ten (10) days of the occurrence of the facts giving rise to the grievance. The Major will schedule an informal meeting with the Bargaining Unit Member within ten (10) days of the notice of the Bargaining Unit Member, at which time the issue in dispute will be discussed with the objective of resolving the matter informally. The Major or his authorized replacement shall provide a written answer to the grievant within five (5) days of the informal conference.

Step 2. If the dispute is not resolved informally at Step 1, it shall be presented to the Chief or his designee within ten (10) days of the Major's decision at Step 1. The Chief or his designee shall conduct a hearing within ten (10) days after presentation of the grievance and shall provide a written answer to the grievant within ten (10) days after the hearing on said grievance.

Step 3. Arbitration

- A. Within thirty (30) days of the receipt of the date of the written decision at Step 2, the FOP shall notify the Employer, in writing, that the grievance will be submitted to a disinterested third party for arbitration. No later than ten (10) days after such notice is given, representatives of the Employer and the FOP shall attempt to mutually agree on an arbitrator who is an Ohio resident and National Academy certified. If unable to agree within ten (10) days after the notice to arbitrate is given, the FOP may refer the grievance to Final and Binding Arbitration by submitting a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of fifteen (15) Ohio Resident, National Academy Certified arbitrators within fourteen (14) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 2 reply or default rejection as applicable. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party shall have the right to reject one (1) panel of arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The expenses of obtaining the initial list shall be equally split between the parties. The party rejecting the list shall bear the cost of obtaining a new list from FMCS. If both parties reject the list, the cost of obtaining a new list will be split equally.

- B. The arbitrator shall have no power or authority to add to, subtract from, modify, change, or, in any manner, alter the specific written provisions of the Agreement or the language contained therein in arriving at a determination or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him, or to submit observations or declarations of opinion which are not directly essential in reaching a determination.
- C. The arbitration hearing is a private civil matter between the Employer, the FOP, and the grievant(s). No outside parties shall be permitted to observe and/or participate in said arbitration hearings unless mutually agreed to by the parties.
- D. The fees and expenses of the arbitrator will be split equally by the parties. The costs of the hearing room, if any, shall be split equally by the parties. All other expenses shall be borne by the party incurring them.
- E. The arbitrator shall hold the necessary hearings promptly and issue his findings and recommendation in writing within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 10 **NON-DISCRIMINATION**

Section 1. The Employer and the FOP agree not to unlawfully discriminate against any Bargaining Unit Member(s) in the administration of this Agreement on the basis of race, religion, color, creed, national origin, age, sex, military status, veteran status, genetic information, national ancestry, handicap or disability in accordance with state, federal, and constitutional law.

Section 2. The FOP expressly agrees that membership in the FOP is at the option of the Bargaining Unit Member and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 11 **GENDER**

Section 1. Whenever the context so requires, the use of words in the masculine or feminine shall be construed to include either of the genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 12
OBLIGATION TO NEGOTIATE

Section 1. The Employer and the FOP acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Therefore, for the life of this Agreement, the Employer and the FOP each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 13
SEVERABILITY

If the enactment of legislation or a determination by a court of competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) or a determination by any official or employee of the State Employment Relations Board having authority to rule in the matter, renders any provision(s) of this Agreement invalid or unenforceable, such provision(s) shall be of no further force and effect, but such legislation, decision, or ruling shall not affect the validity of the surviving portions of this Agreement which shall remain in full force and effect as if such invalid portion thereof has not been included herein.

ARTICLE 14
HOURS OF WORK AND OVERTIME

Section 1. The workweek for Bargaining Unit Members of the Jackson Township Police Department shall constitute forty (40) hours per week to be performed from 12:00 a.m. Saturday to 11:59 p.m. Friday. A workday shall be eight (8) hours or ten (10) hours in a twenty-four (24) hour period beginning with the start of the employees regularly established shift. A workweek shall be five (5) consecutive days followed by two (2) consecutive days off duty. All Bargaining Unit Members shall be compensated at the rate of one and one-half (1 1/2) times the Bargaining Unit Member's regular hourly rate for any work exceeding more than forty (40) hours in a workweek. For purposes of overtime eligibility only hours worked will be considered. The regular hourly rate shall be the Bargaining Unit Member's annual base salary set forth in Article 20 of this Agreement divided by two thousand eighty (2,080) hours. The workday shall generally commence between 8:00 and 9:00 am. The Employer retains the right to change the workday in the case of operational necessity or by mutual consent, and such changes shall be reasonably applied.

Section 2. Compensatory Time. All overtime shall be paid in either compensatory time or cash at the Bargaining Unit Member's option at the rate of time and one-half the Bargaining Unit

Member's regular rate of pay. Payment in compensatory time shall only be available after one (1) hour of overtime. Compensatory time can only be banked up to forty (40) hours. Bargaining unit members shall attempt to submit requests for compensatory time off with a minimum thirty (30) days advance notice of the date being sought. The Employer will respond to a request for compensatory time within two (2) business days of a request being submitted. Where the use of compensatory time off has been denied because of staffing levels, the employee shall be offered an alternative day within the next thirty (30) days for use of the requested time off, or shall be offered cash payment for the number of hours denied at the employee's regular rate of pay, and those hours will be deducted from the member's compensatory time balance or the employee may withdraw the compensatory time request. The parties agree that thirty (30) days constitutes a "reasonable time period" for the granting of a request for compensatory time under the FLSA. Except as otherwise specifically restricted by this Agreement, the Employer retains all its rights to manage the use and administration of compensatory time under federal law, including the ability to schedule such time off or pay off compensatory time accrual. Where less than thirty (30) days notice is provided, requests for compensatory time use may be approved at the sole and exclusive discretion of the Chief/designee.

Section 3. Court Time. A Bargaining Unit Member required to appear in court on behalf of the Employer during non-scheduled time shall receive a minimum of three (3) hours overtime pay, provided such time is not contiguous to the beginning or ending of the employee's regularly scheduled shift, for time spent by the Bargaining Unit Member traveling to and from court and before, during and after the Bargaining Unit Member's appearance for actual time spent at the court location up to three (3) hours. A Bargaining Unit Member who is required to spend more than three (3) hours at the court location for an appearance shall receive overtime pay, if applicable, for any time spent at the court location exceeding three (3) hours which is additional to the overtime pay received for the first three (3) hours spent at the court location.

ARTICLE 15 **HOLIDAY PAY**

Section 1. Holidays. Effective January 1, 2016, all full-time Bargaining Unit Members of the Jackson Township Police Department shall receive eight (8) hours of straight time pay (i.e., holiday pay) for the days designated:

- A. New Year's Day, the first day of January;
- B. Martin Luther King Jr. Day, the third Monday in January;
- C. Presidents' Day, the third Monday in February;
- D. Memorial Day, the last Monday in May;
- E. Independence Day, the fourth day of July;
- F. Labor Day, the first Monday in September;
- G. Columbus Day, the second Monday in October;
- H. Veterans' Day, the eleventh day of November;
- I. Thanksgiving Day, the fourth Thursday in November;
- J. Day after Thanksgiving Day, the fourth Friday in November;
- K. Christmas Day, the twenty-fifth day of December.

Section 2. Rate of Pay for Holiday Work. In addition to receiving holiday pay under section 1, a Bargaining Unit Member who is required to work on a designated holiday shall receive pay at the rate of one and one-half (1 1/2) times the employee's regular hourly rate for all hours worked on the designated holiday. Holiday pay hours are not contemplated by the Overtime provision contained in Article 14 of this Agreement.

Section 3. Holiday Pay Eligibility. A Bargaining Unit Member will not be entitled to holiday pay for a designated holiday if the Bargaining Unit Member reports off sick the last regularly scheduled shift before, day of, or the first regularly scheduled shift after the designated holiday. If, however, an employee reports to work on the designated holiday and works his full scheduled shift, he shall not be penalized under this section for reporting off the last regularly scheduled shift before or first regularly scheduled shift after the designated holiday.

ARTICLE 16
VACATION PAY

Section 1. Vacation Accrual. All full-time Bargaining Unit Members of the Jackson Township Police Department shall accrue vacation while on active pay status as defined herein in the following manner:

	<u>Full-time Bargaining Unit Members</u>	<u>Period of Vacation</u>
Anniversary Date	Less than 1 year	none
	After 1 year	10 days (80 hours)
	After 5 years	15 days (120 hours)
	After 10 years	20 days (160 hours)
	After 15 years	25 days (200 hours)
	After 20 years	30 days (240 hours)

Section 2. Full-time Bargaining Unit Member means a Bargaining Unit Member whose regular hours of service for the Township total forty (40) hours per week, or who renders any other standard of service accepted as full-time by the Employer.

Section 3. Anniversary date shall be the last date of full-time hiring by the Township.

Section 4. On the bargaining unit member's vacation service accrual date, a maximum of five (5) weeks (200 hours) of earned, unused vacation may be carried over to the next year. At least one (1) week of earned vacation must be taken during each eligibility year.

Section 5. Bargaining unit members may at their request cash out annually up to two (2) weeks of their accrued unused vacation in a separate check to be paid with the first pay period in December of each year of this Agreement.

Section 6. Vacation shall be used in increments of one (1) week or more. Vacations may be used in lesser increments with the authorization of the Chief of Police or his designee.

Section 7. Vacations are scheduled in accordance with workload requirements of the department. The Bargaining Unit Member shall submit vacation requests by December 15th for the period of January 1st through June 30th and by June 15th for the period of July 1st through December 31st. Vacation requests made by the December 15th and June 15th deadline will be approved based upon bargaining unit seniority and in accordance with workload requirements as determined by the Employer. Adjustments to the schedule or additional vacation requests will be made upon a first come first serve basis.

Section 8. Annual vacation leave is earned during the time the Bargaining Unit Member is on active pay status. It is not earned while on unpaid leave of absence, unpaid FMLA leave, unpaid military leave, or while working on a part-time basis.

Section 9. A Bargaining Unit Member may extend vacation with the approval of the Police Chief or his designee.

Section 10. Upon termination of employment from Township service, payment for earned but unused vacation leave shall be made in one lump sum at the Bargaining Unit Member's current base rate of pay. Payment shall be made within thirty (30) days of the time of termination of employment. Upon death of a full-time Bargaining Unit Member, one lump sum payment of earned but unused vacation leave shall be paid in accordance with Ohio Revised Code Section 2113.04. Payment shall be made with ninety (90) days of the time it is determined under Ohio Revised Code Section 2113.04 which person will receive payment.

Section 11. It is the intent of the parties to preempt R.C. 9.44. Any employee in the bargaining unit on August 31, 2006, is entitled to have his prior service with the state or any political subdivision of the state counted as service with the Township for the purpose of computing the amount of his vacation leave. Any employee hired by the Township after August 31, 2006, is entitled to have his or her prior service with a township counted as service for the purpose of computing the amount of his or her vacation leave. In order for prior service with a township to count towards service time for vacation leave purposes, the employee must obtain documentation from his prior employer reflecting the amount of part-time hours served and submit such documentation to the Township Fiscal Officer no more than ninety (90) days after hire as a full-time officer. If the employee submits the required documentation, the Township shall count the prior service credit for purposes of vacation leave only, and on a pro-rated basis (i.e., 2,080 hours equals one [1] year of service credit.)

ARTICLE 17 **SICK LEAVE**

Section 1. Accumulation/Incentive. Each full-time Bargaining Unit Member shall be entitled to sick leave of .06 hours with pay for each regular completed hour of pay on active pay status up to 2,500 hours. Upon reaching the accumulation of 2,000 hours, the employee shall be permitted to accumulate additional sick leave beyond that level, which may be purchased at the end of each year at the rate of thirty-five percent (35%) of the value of such time. When sick leave is used, it shall be deducted from the Bargaining Unit Member's credit on the basis of one hour for every one hour of absence from previously scheduled work.

Section 2. Usage. Bargaining Unit Members may use sick leave, upon approval of the Chief, for absences due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other Bargaining Unit Members, and to illness or injury in the Bargaining Unit Member's immediate family.

Section 3. Immediate Family Defined. Immediate family is defined as: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, minor step-child residing with the employee, grandchild, a legal guardian, or other person who stands in the place of a parent.

Section 4. Documentation/Approval. The Bargaining Unit Member shall submit to the Chief a satisfactory written, signed statement on Attachment 2 to justify the use of sick leave before returning to work. After a written notice, the Chief may require the Bargaining Unit Member to furnish a physician's statement related to the illness if absent three or fewer days. A Bargaining Unit Member absent four (4) consecutive days or more is required to furnish a medical statement on Attachment 3 and/or a Family Medical Leave form from his physician or other professional verifying the illness, the Bargaining Unit Member's inability to perform his required duties, and the Bargaining Unit Member's expected date of recovery.

Section 5. Fitness For Duty Examinations. The Employer may require the Bargaining Unit Member, at the Employer's expense, to submit to an examination by a physician or other professional designated by the Employer for the purpose of verifying the illness, determining whether the Bargaining Unit Member is unable to perform his required duties, and determining the expected date of recovery. If the Bargaining Unit Member or the Employer's designated physician or other professional determines that the Bargaining Unit Member is not experiencing a personal illness or injury, any subsequent absences of the Bargaining Unit Member will be without pay until the Bargaining Unit Member submits a physician's or other professional's statement supporting the reasons for the absence(s). Additionally, if the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable and provided that the physician has concluded the employee unfit for duty, then the employee will be placed on sick leave, FMLA, unpaid disability leave, or disability separation made. Such action is non-disciplinary in nature.

In the event that an employee applies for PERS disability, the Employer will support such action and provide any PERS requested documentation to support such application.

Section 6. Falsification/Abuse. Falsification of either the signed statement or physician's or other professional's certificate shall be grounds for disciplinary action which may include dismissal. Applications for use of sick leave with the intent to defraud, abuse of sick leave, or the patterned use of sick leave, shall be grounds for disciplinary action which may include dismissal.

Section 7. Notification. A Bargaining Unit Member who is unable to report for work, and who is not on a previously approved leave for vacation, sick leave, compensatory leave or approved leave of absence, shall be responsible for notifying the Chief or his designated representative that he will be unable to report for work. The notification must be made at least one (1) hour before the Bargaining Unit Member's scheduled start time for work. Any Bargaining Unit Member failing to make the required notification will not be paid for that day.

Section 8. Charging of Sick Time on Holidays. Paid holidays the Bargaining Unit Member is not required to work, falling during sick leave, shall not be charged as sick leave time.

Section 9. It shall be the obligation of the Bargaining Unit Member to receive necessary medical treatment and to return to active work status at the earliest time permitted by the attending physician.

Section 10. A Bargaining Unit Member who fails to comply with any of the provisions of this policy shall not be allowed to use sick leave for the time absent from work under such non-compliance.

Section 11. Sick Leave Abuse. Absenteeism is defined as any unauthorized or unexcused absence from scheduled work.

Abuse of sick leave is defined as patterned use of sick leave before or after scheduled days off or patterned use on scheduled working weekends or repeating the same day of the week; use of sick leave on scheduled working holidays; use of sick leave when previously denied scheduled time off; or use of sick leave when ordered to work before or after the scheduled work days.

Excessive use of sick leave is further defined as using sick leave in excess of sixty five (65) hours in any twelve (12) month period, except funeral leave, maternity/paternity leave, workers' compensation leave, or family medical leave shall not be included in the sixty five (65) hours calculation.

Employees who are tardy, leave their assignment early, or any employee who fails to report to work because of absenteeism, abuse, or excessive use of sick leave may be subject to discipline.

Section 12. Sick Leave Conversion Upon Service or Disability Retirement. A Bargaining Unit Member, at the time of service or disability retirement from active service with Jackson Township, shall be paid in cash the value of accrued unused sick leave credit at the Bargaining Unit Member's base pay rate as follows:

Percentage	Accumulation
25%	0-1,000 hours
30%	1,001-1,500 hours
35%	1,501-2,000 hours
40%	2,001-2,500 hours

ARTICLE 18
FUNERAL LEAVE

Section 1. A Bargaining Unit Member shall be granted time off with pay (not to be deducted from the Bargaining Unit Member's sick leave) for the purposes of attending the funeral of the following listed persons. The Bargaining Unit Member shall be entitled to a maximum of five (5) consecutive workdays in the event of the death of his mother, father, brother, sister, spouse, children, stepchildren, or grandchildren, one of which must include the day of the funeral. The Bargaining Unit Member shall be entitled to a maximum of three (3) consecutive workdays in the event of the death of his spouse's parents, one of which must include the day of the funeral. The Bargaining Unit Member shall be entitled to a maximum of two (2) consecutive workdays in the event of the death of his first aunt, first uncle or grandparents, one of which must include the day of the funeral. The Bargaining Unit Member shall be entitled to a maximum of one (1) work day in the event of the death of his first cousins or his spouse's grandparents which must be the day of the funeral.

ARTICLE 19
COMPENSATION

Section 1. Rates of Pay. For the duration of this Agreement, the base rate of pay (not including longevity) for all bargaining unit members shall be as follows:

<u>Classification</u>	<u>Base Hourly Rate</u>	<u>Base Annual Salary</u>
Lieutenant	\$38.8833	\$80,877.18

Section 2. Lump Sum Payment/Year 2. In lieu of general increases or payment connected to hours worked, during the first full pay period following the first anniversary date of the contract (1/15/17), bargaining unit members who are lieutenants at the time the payment is made will receive a lump sum payment in the amount of one thousand dollars (\$1,000).

Section 3. Lump Sum Payment/Year 3. In lieu of general increases or payment connected to hours worked, during the first full pay period following the second anniversary date of the contract (1/15/18), bargaining unit members who are lieutenants at the time the payment is made will receive a lump sum payment in the amount of one thousand dollars (\$1,000).

Section 4. Pay periods shall be biweekly.

ARTICLE 20
LONGEVITY PAY

Section 1. All Bargaining Unit Members shall receive longevity pay after completion of the required length of continuous full-time service with Jackson Township pursuant to the following schedule:

- A. After five (5) years - nine (9) years: two percent (2%) additional over the base hourly rate.

- B. After nine (9) years and thereafter: four percent (4%) additional over the base hourly rate.

ARTICLE 21
INJURY LEAVE

Section 1. When an employee is injured or suffers an occupational disease in the line of duty while actually working for the Employer, the employee will be entitled to injury leave pay for forty (40) work days for eight (8) hours shifts or thirty-two (32) work days for ten (10) hour shifts within the one (1) year period from the original date of the injury provided that the employee complies with the terms of this article. The employee shall also be subject to the Workers' Compensation requirements regarding light duty and/or transitional work programs. The employee shall receive their regular pay (including pension contributions) during injury leave and shall sign over any and all payment for temporary total disability to the Township.

If the Employer and the employee agree, the employee may participate in a workers compensation wage continuation program. Under this program, the employee will be paid his or her present hourly rate with applicable federal, state, and local withholdings.

Section 2. Qualifications.

1. Submit a completed and signed internal incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting the granting of Injured On Duty Leave within twenty-four (24) hours of the incident.
2. Furnish the Employer with a signed Authorization(s) to Release Medical Information relevant to the claim.
3. File for Worker's Compensation medical benefits with the Ohio Bureau of Workers' Compensation and be approved for the receipt of benefits. The injury must be an allowed BWC claim. In no event will compensation commence before paperwork is filed with the BWC. Competent medical proof of disability must be provided via proper documentation. The attending physician must complete the appropriate form in its entirety and affix his/her original signature to the form. The employee must complete a First Report of Injury (FROI) and sign a salary continuation agreement (C-55), authorization to release medical information and election form.
4. Suffer lost time from employment for a period exceeding seven (7) consecutive days.
5. Provide a medical certification from a physician on the list of Employer approved providers opining that the employee is disabled from employment in excess of seven (7) consecutive days as a result of the work-related injury and specifying the injury, the recommended treatment, and the employee's inability to return to work as a result of the injury, along with an estimated date of return.

6. Participate in any light duty or transitional work program offered and made available by the Employer. Time spent on light duty or engaged in transitional work shall be counted against the maximum IOD entitlement.

Section 3. Discontinuance of Benefits. All entitlements and benefits described herein will be discontinued upon any one or more of the following:

- A. Physician releases employee to return to work.
- B. Employee returns to work for another employer.
- C. Employee fails to return to a transitional "limited duty" assignment consistent with his/her medical restrictions and approved by the employee's treating physician.
- D. Employee fails to appear for employer-sponsored medical examination.
- E. Employee has reached maximum medical recovery and/or the condition has become permanent.
- F. Regardless of the above conditions of termination, if the work-related injury exceeds the IOD period, management will evaluate the circumstances of the case and may, at its sole discretion, continue salary continuation or terminate injury leave benefits.
- G. The claim is found to be fraudulent after payment has commenced.
- H. The employee attempts to collect both wage continuation and temporary total compensation; and
- I. Employment is terminated.

Section 4. Physician Examination. The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this section.

Section 5. Light Duty/Transitional Assignments during IOD. A member who is not physically capable of performing full duty, with approval of an Employer-appointed physician and the Chief or his designee, may be assigned to light/transitional duty tasks on a temporary basis. Employees are required to participate fully in any approved light/transitional duty assignments. Decisions by the Chief/designee regarding the approval or disapproval of assignments and extensions thereof shall not be considered as precedent setting.

Section 6. Light Duty/Transitional Work after IOD Period. An employee incapable of returning to work beyond the IOD period shall use accumulated sick leave or any other accumulated paid leave prior to going on an unpaid leave. Should the employee not have any accumulated paid leave available, the employee may apply for lost wages and benefits through the Bureau of Workers' Compensation. Additionally, the Employer, at its discretion, may

require the employee to submit to a fitness for duty exam to ascertain whether or not a light duty/transitional position may be available. Should a fitness for duty exam determine that the employee is capable of performing in a light duty capacity, and the Employer determine that it wishes to offer a light duty position, an offer of light duty may be made to the employee. The light duty position will be compensated at seventy percent (70%) of the employee's regular hourly rate. It is within the employee's sole discretion whether or not he wishes to accept the Employer's offer of light duty. Nothing in this article shall obligate the Employer to offer or create a light duty position for an employee who is unable to return to work after the initial IOD period.

ARTICLE 22 JURY DUTY LEAVE

Section 1. Any Bargaining Unit Member who is called for jury duty, Federal, County, or Municipal, during his regularly scheduled shift shall be paid his full regular salary for the scheduled shift and shall remit any compensation for jury duty service to the Employer. If an employee is scheduled to work a shift other than during hours when jury duty occurs (e.g., evening shift), the Employer and employee will meet to discuss an alternate work schedule for the expected duration of jury duty.

ARTICLE 23 UNIFORM ALLOWANCE

Section 1. Uniform/Equipment Purchases. All Bargaining Unit Members shall receive an annual uniform allowance credit (in January of each year) in the amount of one thousand dollars (\$1,000.00). The uniform allowance shall take the form of an account to be maintained by the Employer where the Bargaining Unit Member will make a request to the Employer to purchase uniform clothing and/or required equipment. If the Employer approves the request, the Bargaining Unit Member can purchase the items under a blanket purchase order from any law enforcement supply company. Upon receipt of the invoice, the Employer shall apply the invoice amount to the Bargaining Unit Member's uniform allowance credit set forth in the preceding sentence. A Bargaining Unit Member can also carry forward unused uniform allowance up to two hundred fifty dollars (\$250.00) per year. During each contract term, no more than one firearm may be approved for purchase using these funds. Upon approval of the Chief/designee, additional firearms purchases may be approved based upon specialized assignment or operational need.

Section 2. Vests. Upon the request of an employee, the Employer shall provide each employee with a bulletproof vest purchased from a recognized manufacturer. Employees shall be allowed to select their own vest, taking into consideration the weapon they carry. Employees must wear them while assigned to uniform patrol duties. All vests shall remain Township property. Vests will be replaced pursuant to manufacturer specifications.

ARTICLE 24
PERSONAL DAYS

Section 1. A Bargaining Unit Member is entitled two (2) personal days of leave per year with the approval of the Chief or his designee.

Section 2. Scheduling. The Bargaining Unit Member shall notify the Employer at least three (3) days in advance of such leave except in cases of personal or family emergency, in which case the Bargaining Unit Member shall notify the Employer as far in advance of his scheduled shift as possible.

Section 3. No Carryover of Personal Leave. Unused personal leave shall not be carried over to the following year.

ARTICLE 25
HEALTH INSURANCE

Section 1. The benefits for hospitalization, major medical, dental, vision, and prescription drug insurance coverage will be as set forth in Appendix A.

Section 2. The Township shall provide all Bargaining Unit Members with a term life insurance policy with a face value of Thirty Thousand Dollars (\$30,000.00) subject to the terms and conditions of the carrier.

ARTICLE 26
EDUCATIONAL PAY

The Employer shall reimburse Bargaining Unit Members at the following percentage for tuition and book expenses incurred in the successful completion of educational courses offered in a curriculum required in an Associate or Bachelor of Arts program of an Ohio public educational institution for Law Enforcement or Criminal Justice or educational courses offered by an Ohio public educational institution, the Ohio Peace Officers Training Academy, or the Ohio Highway Patrol Academy which are acceptable as transfer credits to an Associate or Bachelors of Arts in Law Enforcement or Criminal Justice program of an Ohio public educational institution. The reimbursement for tuition expenses shall be one hundred percent (100%) for courses where a grade of C or better is achieved. There will be no reimbursement for courses where a grade lower than a C is obtained. The reimbursement for book expenses shall be one hundred percent (100%) where a grade of A, B, or C is obtained provided the books are returned to the Township for subsequent use by other Bargaining Unit Members taking the same courses. There will be no book expense reimbursement when a grade lower than a C is obtained or where books in good condition were available from the township prior to the course starting. As a condition precedent to reimbursement for tuition or book expenses, the educational courses shall have been approved by the Chief in advance of the start of the course as courses offered in a curriculum required in an Associate or Bachelor of Arts program of an Ohio public educational institution for Law Enforcement or Criminal Justice or educational courses offered in an Ohio public education institution, or the Ohio Peace Officer Training Academy, or the Ohio Highway Patrol Academy which are acceptable as transfer credits to an Associate or Bachelor of Arts in Law Enforcement

or Criminal Justice program of an Ohio public education institution, and the Bargaining Unit Member must provide written proof of course completion and grade within ten (10) days of receipt of the course grade.

ARTICLE 27
REIMBURSEMENT

Section 1. When a Bargaining Unit Member is required, at the sole discretion of the Employer, to attend a meeting, training or other activity, the Bargaining Unit Member shall be reimbursed for expenses, including parking fees and travel time, in accordance with the Employer's Policy.

Section 2. When a Bargaining Unit Member is required to drive a car for training or other activity, he shall use a Township vehicle or apply to the Chief or his designee to use his personal vehicle. When the parties agree that the employee may use his personal vehicle, he shall be paid the rate set by the Township policy for travel to and from Jackson Township.

ARTICLE 28
SENIORITY DEFINITION

Section 1. Seniority Defined. For the purpose of this Agreement, seniority shall be defined as follows:

- A. **Total Seniority.** Total Seniority shall be defined as an employee's uninterrupted length of full time continuous service with the Township.
- B. **Classification Seniority.** Shall be defined as an employee's total continuous full-time service within a specific rank in the Jackson Township Police Department.
- C. **Rank Seniority.** Shall be defined as an employee's total continuous full-time service serving in the rank(s) above that of patrolman in the Jackson Township Police Department.
- D. **Department Seniority.** Shall be defined as an employee's total length of uninterrupted continuous full-time service as a sworn police officer with the Jackson Township Police Department.

Continuous service shall not be considered broken due to absence caused by military, pregnancy, injury, sick, or any other approved leaves of absence as allowed by this Agreement or as required by law. Disciplinary suspension shall not constitute a break in Service.

Section 2. Ties in Seniority Date/Application of Seniority. In the event there is a tie in seniority dates, then seniority shall be determined by the flip of a coin or if more than two (2) employees are involved, by a draw of numbers.

Section 3. Breaks in Seniority. A Bargaining Unit Member's seniority shall be terminated when one or more of the following occur:

- A. Resignation from employment;
- B. Discharge in accordance with the procedures set forth in this Agreement;
- C. Layoff or otherwise fails to perform bargaining unit work for a period of time exceeding two (2) years excluding disability retirement and/or reinstatement due to an arbitration or court decision;
- D. Bargaining Unit Member's retirement;
- E. The Bargaining Unit Member refuses a recall or fails to report to work within seven (7) working days from the receipt of the Employer's recall notice;
- F. Failure to return to work upon the expiration of a leave of absence.

Section 4. The above definition of seniority is applicable only where seniority is specifically referenced in this Agreement.

Section 5. Seniority Lists/Posting. The Employer shall post a seniority list once per calendar year or as updated.

ARTICLE 29
LAYOFF PROCEDURES

Section 1. Notice. Whenever the Employer determines that a lack of work, lack of funds, or reorganization in operations of the Employer requires a reduction in force (i.e., layoff or job abolishment), the Employer shall notify the affected employees, in writing, at least thirty (30) calendar days in advance of the effective date of the reduction. The Employer, upon written request from the F.O.P.-O.L.C., agrees to discuss with the representatives of the F.O.P.-O.L.C., the impact of the layoff on the bargaining unit employees.

Section 2. Procedure. The Employer shall determine in which classification(s) the layoff or job abolishment will occur. If initiated, such a reduction shall occur by classification/rank seniority within the affected classification. The employee with the least amount of classification seniority within the affected classification shall be laid off first or subject to abolishment. Classification Seniority is calculated in accordance with Article 28, Seniority.

Section 3. Bumping Rights/Timeframes. Any employee who receives a notice of layoff shall have five (5) calendar days following receipt, in which to exercise any applicable bumping rights. A bargaining unit employee who is subject to reduction, may utilize his classification seniority accumulated from his time in the sergeant bargaining unit to displace a sergeant who has less classification seniority in the Sergeant bargaining unit.

Section 4. Recall Lists. When employees are subject to a layoff, the Township shall create a recall list for each classification within each department. The Township shall recall employees from layoff according to seniority, beginning with the most senior employee in the classification within each department and progressing to the least senior employee up to the number of

employees to be recalled. An employee shall be eligible for recall for a period of two (2) years after the effective date of the layoff.

Section 5. Notice of Recall. Notice of recall shall be sent to the employee by way of certified mail. The Township shall be deemed to have fulfilled this obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 6. Reporting after Recall. A laid off employee shall be given seven (7) calendar days after receipt of notice of recall or ten (10) days after postmark of notice of recall, whichever date occurs first, in which to report for duty, unless a different date for returning to work is specified in the notice or agreed to by the Township and employee. In the event of extenuating circumstances that would prevent the employee from returning within the specified time limit, the Township may grant a reasonable extension. In the event the extenuating circumstance prevents the employee from returning to work, such employee shall be by-passed for recall to the available position, but shall remain on the recall list until the recall rights expire.

Section 7. Voluntary Layoff. When the Township elects to conduct a layoff, employee(s) in the affected classification and department may elect to be placed on voluntary layoff, regardless of their seniority status under the following conditions:

- A. The volunteer(s) with the most seniority shall be laid off first;
- B. Employee(s) who are placed on voluntary layoff may not displace or bump other employees;
- C. Employee(s) who are placed on voluntary layoff may only be recalled to the classification and department from which they are laid off.

ARTICLE 30
FOP BULLETIN BOARD

Section 1. The Employer agrees to provide space for a bulletin board in the Police Department. The space provided for the bulletin board shall be approximately 2'x 4'. The FOP agrees that this shall be the only area used by the FOP or its members for the posting of notices of FOP business. All notices which appear on the FOP's bulletin board shall be posted and signed by an FOP official in the bargaining unit during non-working time and shall relate to items of interest to the members. FOP notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. FOP recreational and social affairs;
- B. Notice of FOP meetings;
- C. FOP appointments;
- D. Notice of FOP elections;

- E. Results of FOP elections;
- F. Reports of standing committees and independent arms of the FOP
and
- G. Legislative reports.

Section 2. All other notices of any kind not covered in "A" through "G" above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the FOP bulletin board at any time which contains the following:

- A. Personal attacks upon any other member or any other Bargaining Unit Member;
- B. Scandalous, scurrilous or derogatory attacks upon the Administration; and
- C. Attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 31 **DRUG SCREENING**

Section 1. Purpose and Scope. This policy applies to all bargaining unit employees. It will be implemented in a consistent, nondiscriminatory manner. All employees will be provided a copy of the Township's drug testing policy prior to its implementation and will be provided information concerning the impact of the use of alcohol or drugs on job performance. Employees shall be trained to recognize the symptoms of drug abuse, impairment and intoxication. All employees will be informed of the causes for testing, how well the tests perform and what tests will be conducted. All employees must sign an acknowledgment form indicating receipt of this policy.

All newly hired employees will receive the information on their initial hire date. No employee shall be tested until this information is provided to the employee.

A. **Definitions**

Alcohol means alcohol or any beverage containing more than one-half of one percent of alcohol by volume that is capable of use for beverage purposes, either when alone or when diluted.

Drug means a controlled substance as defined by Chapter 3719 of the Ohio Revised Code, entitled "Controlled Substances," and/or Section 202, Schedules I through V of the Federal Controlled Substance Act, including but not limited to marijuana, hashish, "crack," cocaine, heroin, morphine, codeine, opiates, amphetamines, "ice," barbiturates and hallucinogens.

Reasonable suspicion means a conclusion by trained personnel based on personal observation of specific objective instances of employee conduct and documented in

writing, that an employee is exhibiting aberrant or unusual on duty behavior which is the type of behavior that is recognized and accepted as a symptom of alcohol and is not reasonably explained as a result of other causes such as fatigue, side effects to prescription or over the counter medication; reaction to fumes, smoke or other job related causes or factors. Such behavior may include, but is not limited to, a substantial drop in the employee's performance level, impaired judgment or reasoning, decreased level of attention or sensory abilities, or other behavioral changes.

Reasonable suspicion shall be based upon personal observations by a trained supervisor that must be documented in writing at the time of the observation. Reports of drug abuse or abnormal behavior that is not confirmed in writing by a trained supervisor will not constitute reasonable suspicion. Anonymous reports shall not constitute grounds for testing.

Drug Testing means collection of a urine specimen by medical personnel and a laboratory analysis of that specimen by Enzyme Immunoassay (EMIT) screening and confirmatory testing using the Gas Chromatograph/Mass Spectrometry (GC/MS) methods and procedures, or the most current and appropriate technology. No other testing procedures or methods may be utilized unless negotiated with the Union, or mandated by Federal Regulations.

Medical Review Officer (MRO): The MRO interprets the laboratory results of the drug tests and reports positive results to our Township after verifying that there are no valid medical explanations for the positive results. This individual shall be a licensed doctor with appropriate credentials.

Breath Alcohol Technician (BAT): A person who instructs and assists employees in the alcohol testing process. The BAT shall be responsible for collection of breath samples for alcohol testing. The BAT shall be trained in the operation of the Evidential Breath Testing (EBT) device used to conduct the test.

Substance Abuse Professional (SAP): The SAP will evaluate the employee's situation, and make recommendations concerning education, treatment, follow-up and aftercare, if necessary, and schedule unannounced follow-up testing once the employee has returned to duty.

Alcohol Testing: Means the use of a breath alcohol monitoring machine which is currently the Evidential Breath Testing (EBT) device.

Refusal to Test: As an employee, you have refused to take a drug test if you:

- a. Failed to appear for any test within a reasonable time after being directed to do so by the employer;
- b. Failed to remain at the testing site until the testing process is complete;
- c. Failed to provide a urine specimen for any drug test;

- d. In the case of a directly observed or monitored collection in a drug test, failed to permit the observation or monitoring of your provision of a specimen;
- e. Failed to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- f. Failed or declined to take an additional drug test the employer or collector has directed you to take;
- g. Failed to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process;
- h. Failed to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process);
- i. Provide a verified adulterated or substituted drug test.

B. Tests; Other requirements

This policy covers the following types of tests:

- 1. Pre-employment
- 2. Random
- 3. Reasonable suspicion
- 4. Post-accident
- 5. Return to Duty
- 6. Follow up Testing

C. Random Testing

A percentage equal to 50 percent of our covered driver positions shall be tested for drugs, and a percentage equal to 10 percent of our covered driver positions shall be tested for alcohol annually. Random drug and alcohol testing applies to all employees.

Regulations:

- 1. An employee who works in a covered position shall be subject to drug and alcohol testing on an unannounced and random basis. A refusal to submit to these tests shall be presumed as a positive test, subjecting the driver to disqualification and discipline, up to and including discharge.

2. The Township shall administer drug tests equal to 50 percent of covered employees, each calendar year. Considering the number of positive tests, this requirement could be reduced by the Township after two years according to Federal regulations.
3. The Township must administer alcohol tests equal to 10 percent of covered employees, each calendar year. Considering the number of positive tests, this requirement could be reduced by the Township after two years according to Federal regulations.
4. Each employee who works in a covered position shall be in a pool from which random selection is made. Each employee in the pool shall have an equal chance of selection and shall remain in the pool, even after the employee has been tested.
5. An employee shall be selected for drug and alcohol testing by a computer software program. This selection process will be accomplished by the drug testing facility.
6. The random drug and alcohol testing shall be spread through the twelve month period. The random selections should be done quarterly. The selection will occur, by the testing facility at a different time each quarter to insure against predictable selection dates.
7. The Township shall submit a list of employees to the testing facility subject to random testing. This list shall include the employee's name, driver's license number, and their assigned random drug and alcohol identification number.
8. The Township will then notify the employee that he/she has been selected for random testing on the morning of the test. The employee shall then report immediately to the testing facility.
9. If test results are negative, all documentation other than that required by Federal Regulations regarding the testing will be destroyed.
10. If the test results are verified positive, the MRO will not notify the Township's designated representative of a positive test result until he has first had consultation with the employee. The employee shall be removed from his/her safety sensitive position. The employee, within seventy-two (72) hours of receipt of actual notice from the MRO must request that the split sample be forwarded by the first laboratory to another independent and unrelated DHHS approved laboratory selected from a list approved by the Union for conformity testing of the presence of a drug. If the second (2nd) test is positive, and the driver wishes to use the rehabilitation option set forth in this policy, the driver or the Union shall reimburse the Township for the cost of the confirmation test before entering the rehabilitation program. If a driver requests that a split sample be tested, then disciplinary action will only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the

drug. However, the driver will not be permitted to operate a Township vehicle once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. Any driver testing positive for drugs or alcohol in any DOT drug test shall be disciplined according to Section 108 with the opportunity for rehabilitation and consultation.

D. Post Accident

If an employee operating a Jackson Township vehicle is involved in: (a) an accident where a fatality occurs; (b) an accident in which an injury is treated; or (c) an accident in which a vehicle is required to be towed from the scene; the driver shall as soon as practicable be tested for alcohol and controlled substances. In less severe types of accidents, an employee may be requested to be tested for alcohol and controlled substances depending upon the individual circumstances.

All employees who are responsible for an accident/injury in the work place that causes an injury to himself or to others requiring medical attention may be subject to Post Accident Testing. The Township can defer the test if it is determined the test is unnecessary.

A decision of whether or not to administer a post accident test shall be made by the employee's Department Head provided that he was not involved in the accident. If the Department Head was involved in the accident, the President of the Board of Trustees will make this decision. The determination shall be based on the best information available at the time.

An alcohol test should be administered within two (2) hours following the accident and the Township shall cease attempts to administer the test after eight (8) hours. Failure to submit to a test within eight (8) hours shall be deemed a refusal.

The urine sample for a post-accident drug test shall be collected as soon as possible and the Township shall cease attempts to administer a post-accident drug test thirty-two (32) hours following the accident. Failure to submit to a test within eight (8) hours shall be deemed a refusal.

The employee shall not ingest any alcohol nor drugs until testing has been completed.

1. Implementation Procedures

- (a) Any driver involved in a reportable accident as defined by this policy, shall notify the Employee's Department Head at the first available opportunity after the accident, at which time the driver will be advised to report to an appropriate collection site in order to provide the appropriate samples. To the extent possible, the driver should not transport himself to the collection site, but should arrange for someone else to transport him. However, if local law enforcement officials are on the scene of the accident and request the driver to undergo urine, and/or breathe tests, the driver shall simply comply with those demands.

- (b) In the event the driver is seriously injured and unable to provide the necessary samples, he/she shall authorize the health care provider to release to the Township any information necessary to indicate the presence of any controlled substance or alcohol in his system.
- (c) The Department Head will be responsible to see that the employee knows he/she must report to a collection site for testing as soon as possible but no later than eight (8) hours after the accident.

Prior to such testing, employees shall be required to sign a form acknowledging testing and to sign for chain-of-custody. Failure or refusal to sign the acknowledgement form or to submit to these tests shall be presumed as a positive test, subjecting the driver to removal from service, which is cause for a charge of insubordination and will result in disciplinary action, which could include discharge.

The Township shall obtain and retain a copy of the completed Accident Report Form, including a notation of the citation, for any accident, and state whether testing is/is not required. This Accident Report Form will be kept in the Administrator's office. The Township shall retain a copy of the results from the MRO. The Township shall retain a copy of the letter from an employee requesting a retest of the original sample.

E. Procedures for Reasonable Suspicion Testing

Reasonable suspicion testing shall be required when a trained supervisor suspects that an employee is under the influence of a prohibited substance. Reasonable cause test referrals shall be based on contemporaneous, specific, objective facts, circumstances, or physical evidence, physical signs, symptoms or a pattern of performance or behavior, not on instinct or intuition.

An employee who is suspected of using a prohibited substance shall be administered a drug and/or alcohol test. NOTE: An employee is suspected of using a prohibited substance when a supervisor who is trained in the detection of prohibited substances use under this program policy can articulate and substantiate specific behavioral, performance or contemporaneous physical indicators or probable drug use.

A supervisor who has reasonable suspicion that an employee is unfit for duty because he/she appears to have ingested, inhaled, or injected an illicit drug, or to have taken a prescribed drug in a manner inconsistent with the physician's direction for use, or has ingested an alcoholic beverage when reporting for or while off duty must:

1. Prohibit the employee from working or continuing to work.
2. Transport the employee, or make arrangements for transportation, to the designated medical facility identified by the Township for testing. After testing,

arrangement should be made for safe transportation to the employee's residence or a place selected by a relative or friend of the employee.

3. Prepare appropriate documentation and take appropriate disciplinary action.
4. Supervisors are prohibited from demanding or encouraging drug or alcohol testing that does not follow the guidelines established in this policy. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit appropriate disciplinary action which could include discharge.
5. The Supervisor shall call the Administrator. If unavailable, he shall call the Law Director.
6. The Supervisor shall call a Union representative.
7. If the employee refuses to submit to the test, warn the employee that he/she may not return to his/her covered position until he/she passes a test, and explain to him/her that a refusal to test is considered a positive test.
8. The Township or supervisor cannot be expected to determine whether an employee has a substance abuse problem. Even treatment professionals have difficulty identifying such problems. Substance abuse problems can often be confused with emotional difficulties, reaction to stress, physical illness, and other causes.
9. There are some behaviors, which suggest the possibility of an abuse problem. The presence of one of these behaviors probably does not mean the employee has a problem; the presence of several suggests that the employee does have a problem, whether it's substance abuse or something else. Some of the behaviors often found in people with substance abuse problems may include:
 - (a) Being continually late for work, especially after a day missed day.
 - (b) Displaying a change in safety record; more accidents or near-accidents, more safety violations, etc.
 - (c) Getting traffic tickets or warnings for speeding, reckless
 - (d) Driving under the influence, etc.
 - (e) Displaying abrupt mood swings or unexplained, inconsistent changes in mood or energy level as the day goes on.
 - (f) Missing appointments.
 - (g) Increasingly missing work and calling in sick, particularly when the calls are made by the spouse, not the worker.

- (h) Taking long breaks, particularly if there is a noticeable change in mood or energy level after the break.
- (i) Disappearing at times throughout the day and not being able to account for those times.
- (j) Becoming isolated from other workers or any other change in relationships with coworkers.
- (k) Being unable to get along with coworkers or, in a previously friendly person, avoiding others.
- (l) Although these are some symptoms that may indicate a problem, they are by no means all of them. A good rule of thumb is to investigate any situation that has a remote possibility of endangering the employee, coworkers, and/or clients or any situation that an employee is not working responsibly.

F. Testing Procedures. The following test procedure shall apply to all employees:

1. Urine specimens shall be collected at the approved laboratory as stated below in section (5) or at an accredited medical facility when necessary after an accident.
2. A Union representative, if available, shall be allowed to accompany the employee to the test and observe collection, bottling and sealing of the specimen. The employee shall not be observed when the urine specimen is given. The Union representatives shall have not more than one (1) hour to report to the collection site. The Union shall provide the Township with three (3) Union representatives to contact. A Union representative contacted during work periods will not forfeit pay, and the representative contacted outside of work periods shall not be compensated by the Township for his/her time.
3. All specimen containers, vials or bags used to transport the samples shall be sealed with evidence tape and labeled in the presence of the employee and/or Union representative, if present.
4. The testing shall be done by a laboratory certified by HHS under the National Laboratory Certification Program.
5. The Union and the Township may choose the laboratory to be utilized for toxicology testing on a yearly basis.
6. The following standards shall be used to determine what levels of detected substances shall be considered positive. NOTE: These are current levels subject to change by Federally Mandated Regulations. Current Federal Regulations shall be controlling in case of change or conflict:

Drug	Screening Test	Confirmation
Amphetamines	500 ng/ml Amphetamines	250 ng/ml G-MS
Marijuana Metabolites	50 ng/ml Delta-THC	15 ng/ml G-MS
Cocaine Metabolites	150 ng/ml Metabolites	100 ng/ml G-MS
Opiates Morphine	2000 ng/ml	2000 ng/ml
PCP (Phencyclidine)	25 ng/ml PCP	25 ng/ml G-MS
MDMA/ MDA/ MDEA	500 ng/ml	250 ng/ml
6-Acetylmorphine	10 ng/ml	10 ng/ml
Alcohol	.04 Breath .02-.039 Breath Will be removed from Driving for 24 hours	

7. Tests which are below the levels set forth above shall be determined as negative. If test results are negative, all non-required documentation regarding supervisor's observations and testing will be designated as unsubstantiated.
8. Upon receipt of a test indicating levels above those identified above, the test will be considered a "positive" test.
9. If the Township receives a verified adulterated or substituted drug test result, the Township will consider such a refusal to test.
10. The Township will direct an immediate collection of a urine specimen under direct observation without notice to employee only upon the following:
 - (a) The laboratory reported to the MRO that a specimen was invalid and the MRO reports that there is no adequate medical explanation for the result; or
 - (b) The MRO reports the original positive, adulterated, or substituted result had to be cancelled because the test of the split specimen could not be performed; or
 - (c) The laboratory reported to the MRO that the specimen was negative dilute with Creatine concentration greater than or equal to 2 mg/dl but less than or equal to 5 mg/dl, and the MRO reported the specimen as negative dilute and requested a second collection under direct observation; or
 - (d) When the test is a return-to-duty test or a follow-up test.

11. At the time the urine specimen is collected two (2) samples will be taken. One (1) sample will be sent to the laboratory to be tested at the Township's expense. If the first sample tests positive then upon written request by the employee within seventy-two (72) hours, the second sample shall be tested separately at an approved laboratory chosen by the test facility from the list agreed to by the Union. The employee, within seventy-two (72) hours of receipt of actual notice from the MRO, must request that the split sample be forwarded by the first laboratory to another independent and unrelated DHHS approved laboratory selected from a list approved by the Union for conformity testing of the presence of a drug. If the second (2nd) test is positive, and the driver wishes to use the rehabilitation option set forth in this policy, the driver shall reimburse the Township for the cost of the confirmation test before entering the rehabilitation program. If a driver requests that a split sample be tested, then disciplinary action will only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug. However, the driver will be placed upon paid leave of absence once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. All test results are to be reviewed by the MRO before being released.
12. Breath alcohol testing for operators, using the EBT device, with any result less than .02 alcohol concentration shall be considered a "negative" test. If any results test between .02 and .039, the operator shall not be permitted to operate a Township vehicle for twenty-four (24) hours. A test result of .04 or greater shall be considered a "positive" test.

In the event the BAT informs the Township that the employee has not provided a sufficient amount of breath, the employee shall, within five (5) days, obtain an evaluation from a licensed physician.

G. Test Results; Discipline

All test results shall be treated as confidential medical records.

If the results of the tests administered by the Township on the sample shows that the employee while on duty was under the influence of or drank, smoked, inhaled or injected alcoholic beverages, marijuana, cocaine, PCP, non-prescribed amphetamines or any other controlled substances, appropriate disciplinary action may only be administered after the following procedure has been followed. A refusal to test shall be subject to appropriate disciplinary action.

The employee and the Union shall be given a copy of the laboratory report of the specimen sample before discipline is administered. The employee, within seventy-two (72) hours of receipt of actual notice from the MRO, must request that the split sample be forwarded by the first laboratory to another independent and unrelated SAMHSA approved laboratory selected from a list approved by the Union for conformity testing of the presence of the drug. Failure of the Union or employee to have a second test performed shall not be used against the employee as a basis for discipline or in an

arbitration proceeding. For a first offense of the Drug and Alcohol Policy (alcohol over .04, drug any positive test) an employee will be given an opportunity to participate and successfully complete a rehabilitation program as defined by the SAP. No employee may return to work until complying with all recommendations of the SAP. For failure to participate in or successfully complete a rehabilitation program or for a subsequent offense, an employee will be subject to discipline up to and including discharge.

If an employee who has tested positive for drug or alcohol abuse under this policy is referred to an inpatient or outpatient treatment program, said employee shall sign a release of medical information statement and all drug test results, records of admission progress, discharge and after care will be forwarded to the Township. Records regarding rehabilitation will be kept in confidential files separate from personnel files. The employee will be permitted to work provided the recommended treatment program does not prevent the employee from working. Work continuation is dependent upon documentation of the employee's continued, successful participation in the recommended after care programs.

Employees who follow the recommendations of the counseling and rehabilitation program as established by the SAP will be required to provide a negative drug and/or alcohol test prior to returning to work. An alcohol test of over .02 is a positive test for these purposes. The employee is subject to unannounced testing that consists of at least six (6) tests in the first twelve months following the employee's return to duty. Based on the recommendation of the SAP, the Township may continue follow-up testing for an additional two (2) years. The employee, Township and Union may not request a second SAP evaluation.

- H. Voluntary Assistance. Employees who voluntarily admit to alcohol misuse or controlled substance use can request to use vacation, paid sick leave, or medical leave of absence to voluntarily enter inpatient medically supervised rehabilitation facilities. An employee cannot avoid testing by entering treatment as set forth herein. Rehabilitation leave is subject to reasonable limitation and the Township's insurance policy.
- I. Supervisor Training. Supervisors shall be trained:
1. To recognize the symptoms of drug abuse, impairment and intoxication and to identify the elements of determination of reasonable suspicion.
 2. To effectively and appropriately intervene in reasonable suspicion instances.
 3. To identify basic categories of drugs and their effects.
 4. To understand the methods of the Township's drug and alcohol testing procedures.
 5. To effectively and appropriately document reasonable suspicion cases.
 6. To implement disciplinary measures appropriately.

Section 2. Drug Testing Facility. To the extent possible, collection of urine and breath samples for such testing shall be performed by the collection sites whose sample collection protocol has been approved by the Township and conforms to Federal regulatory requirement. The procedures and methodology in such testing shall be in accordance with governing Federal regulations as set forth in Title 49 CFR Part 40 as it may be amended from time to time.

A. Medical Review Officer (MRO)

A Medical Review Officer's duties and determinations shall fully comply with the Mandatory Guidelines for Federal Workplace Drug Testing programs issued by SAMHSA.

B. Substance Abuse Professional (SAP)

SAP duties and determinations will fully comply with the Mandatory Guidelines For Federal Workplace Drug Testing programs issued by SAMHSA.

C. Breath Alcohol Technician (BAT)

The training and the duties of the BAT will be equivalent to the DOT's program as set forth in Title 49 CFR Part 40 as it may be amended from time to time.

D. Approved Laboratories

The approved laboratories shall be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). They will analyze urine specimens to meet federal drug testing requirements.

E. Collection Agency

The collection agency shall have qualified collection site personnel and shall follow federal collection procedures as set forth in Title 49 CFR Part 40 as it may be amended from time to time.

F. Employee Assistance Program

The only obligation the Township has to the employee is that the Township refers the employee to a source for these services. The expenses for the employee assistance program or the SAP may be submitted to the Township Health Insurance plan. Any expense not paid by insurance shall be the employee's responsibility.

G. Anti-Drug Program Manager

The Jackson Township Administrator shall be designated as the anti-drug program manager and confidant with Tracy Hogue as alternate. The results of tests shall be passed on to her or her alternate.

- H. The Township will keep all records as required by Federal law. An employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests.

ARTICLE 32
PERSONNEL FILE

Section 1. Personnel files are public records as defined in the Ohio Revised code. Bargaining Unit Members shall have reasonable access to their records including training, attendance, and payroll records as well as those records maintained as personnel file records as permitted by law.

Section 2. Every Bargaining Unit Member shall be allowed to review the contents of his personnel file at all reasonable times upon written request except that any Bargaining Unit Member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process. A Bargaining Unit Member may file a grievance on any discrepancies or inaccuracies in his file.

Section 3. All entries of a disciplinary or adverse nature shall be maintained solely in the personnel file located in the Township. The affected Bargaining Unit Member shall be notified of any such entry and shall be afforded a copy.

Section 4. Records of written warnings and reprimands shall cease to have force and effect twelve (12) months from the date of issuance.

ARTICLE 33
FAMILY MEDICAL LEAVE

Section 1. The Employer agrees to comply with applicable provisions of the Family and Medical Leave Act. If applicable, family and medical leave shall be granted/charged in accordance with Township policy.

Section 2. Substitution of Paid Leave. The employee will be required to substitute any vacation leave, personal leave, or if applicable, sick leave, for any part of the twelve (12)-week period. The employee shall notify the administration office what order he or she wishes to utilize the designated leave. If the employee fails to notify the administration office, the accumulated leaves shall be utilized in the following order: sick leave, if applicable, vacation leave, and personal leave. Employees, at their discretion, shall be permitted to maintain a balance of forty (40) hours of paid leave prior to making the transition to unpaid status during an authorized paid family medical leave. Upon return from family medical leave, the employee is entitled to be restored to the same or equivalent position as held by the employee prior to the leave. However, employees are not entitled to accrue employment benefits such as sick leave, vacation accrual or payment for holidays while on unpaid family medical leave, except seniority.

ARTICLE 34
PENSION

Section 1. All bargaining unit members shall be responsible for the payment of their entire legally designated share of the pension contribution.

The employee's legally designated share of the pension contribution will be paid via the "salary reduction method" and treated as deferred compensation subject to the approval of the Pension Fund and the IRS.

Section 2. The employee shall not have the option of choosing to receive the contributed amounts directly. The contributions, although designated as employee's contributions, shall be paid by the Township in lieu of contributions by the employees. The Township will do so by "reducing" the employee's gross salary by the employee's legally designated share of the pension contribution, and forwarding the designated share to the Pension Board as the employee's contribution.

ARTICLE 35
PROBATIONARY PERIOD

Section 1. Every newly promoted employee of the bargaining unit shall be required to successfully complete a probationary period. The probationary period shall begin on the date of promotion and shall continue for a period of one year, i.e., three hundred and sixty five (365) days. A probationary employee who has lost work time due to illness or injury, military leave, layoff, or other leave of absence shall have his probationary period extended by the length of the time lost.

Section 2. Should a probationary employee be laid off, the employee shall retain credit for that part of the probationary period that the employee successfully completed prior to layoff. The employee shall retain such probationary credit as long as the employee is entitled to recall rights. Should the employee return from layoff during the recall period, he or she shall only be required to complete the balance of the probationary period for the classification.

ARTICLE 36
ANTI-NEPOTISM

Section 1. "Relative" is defined to include spouse, child, stepchild, grandchild, parent, grandparent, brother, sister, half-brother, half-sister, uncle, aunt, niece, nephew, or the spouse of any of them. These relationships shall include those arising from adoption. Persons who are common law married or who are living together without the benefit of matrimony are also considered relatives under this provision.

Section 2. New employees who are related to present employees, current employees who are related at the effective date of this agreement, or employees who become related subsequent to employment may be transferred to different shifts or different assignments at the discretion of the Township.

Section 3. It is understood that in cases where this Article is implemented, the subordinate or less senior employee shall be the individual affected.

Section 4. This Article supersedes any bidding or seniority provision of this Agreement.

ARTICLE 37
DURATION AND EFFECT OF AGREEMENT

Section 1. This Agreement shall be effective January 15, 2016, and shall remain in full force and effect until January 14, 2019.

Section 2. If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be in compliance with R.C. 4117. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 3. This Agreement constitutes the entire Agreement between the Employer and the FOP.

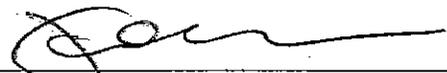
Section 4. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Township Trustees, the Federal or State Legislature, such as acts of God, the conditions of this Agreement relating to time limits for Management or the FOP's replies on grievances shall automatically be suspended. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point of the Grievance Procedure to which they (the grievances) had properly progressed.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 12th day of January 2016.

FOR JACKSON TOWNSHIP

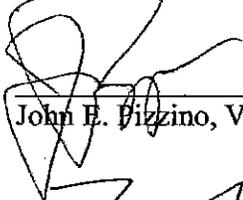
**FOR THE FOP/
OHIO LABOR COUNCIL**



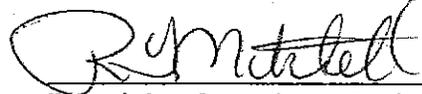
James N. Walters, President

 1/14/16

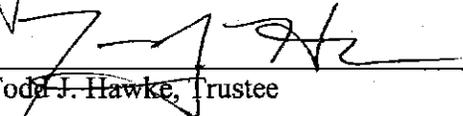
FOP/OLC



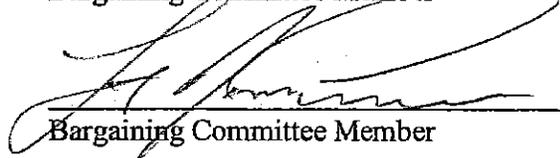
John E. Pizzino, Vice-President



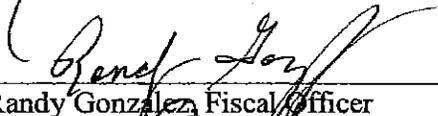
Bargaining Committee Member



Todd J. Hawke, Trustee

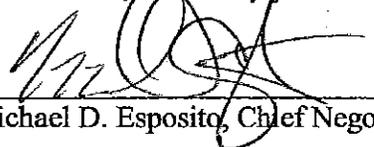


Bargaining Committee Member



Randy Gonzalez, Fiscal Officer

Bargaining Committee Member

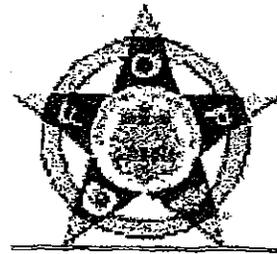


Michael D. Esposito, Chief Negotiator

MEMORANDUM OF UNDERSTANDING
LUMP SUM PAYMENT - RATIFICATION

Within thirty (30) days of ratification by both parties, each bargaining unit member who was a lieutenant at the time of ratification will receive a lump sum payment of one thousand eight hundred dollars (\$1,800.00).

ATTACHMENT 1
GRIEVANCE FORM



Fraternal Order Of Police
Ohio Labor Council, Inc.
222 East Town Street Columbus, Oh 43215-461 L (614) 224-5700
Fax (614) 224-5775 L-800-FOP-OLC

O.L.C. Unit _____ Employer _____
O.L.C. Grievance No. _____ Address _____
Phone No. _____

GRIEVANCE REPORT FORM

PLEASE PRINT OR TYPE

A copy of this form must be sent to
the O.L.C. Office - IMMEDIATELY

Please have your Associate call your Staff
Representative when filing a grievance

Name of Grievant _____ Badge No. _____
Grievant Address _____ Phone No. _____
Classification _____ Assignment _____
Shift _____ Date of appointment _____

Immediate Supervisor at time of incident _____
O.L.C. Representative _____ Date and time _____
Grievance first discussed with _____ Date and time _____
Article and Section Number of contract violation _____
Statement of Grievance (give times, date, who, what, when, where, why, and how): _____

Remedy Requested: _____

Grievant's signature _____ Date and time _____

STEP ONE

Received by _____ Date and time _____

Respondent Name and Title _____

Date of Meeting _____ Time _____ Place _____

Step One Response: _____

Name and Title _____ Date and time _____

Received by _____ Date and time _____

Grievant

Date and time

ANSWER IS: Accepted _____ Rejected _____

**ATTACHMENT 1
GRIEVANCE FORM (Continued)**

STEP TWO, if applicable

Received by _____ Date and time _____

Respondent Name and Title

Date of Meeting _____ Time _____ Place _____

Step One Response: _____

Name and Title _____ Date and time _____

Received by _____

Grievant

Date and time

ANSWER IS: Accepted _____ Rejected _____

STEP THREE, if applicable

Received by _____ Date and time _____

Respondent Name and Title

Date of Meeting _____ Time _____ Place _____

Step One Response: _____

Name and Title _____ Date and time _____

Received by _____

Grievant

Date and time

ANSWER IS: Accepted _____ Rejected _____

STEP FOUR, if applicable

Received by _____ Date and time _____

Respondent Name and Title

Date of Meeting _____ Time _____ Place _____

Step One Response: _____

Name and Title _____ Date and time _____

Received by _____

Grievant

Date and time

ANSWER IS: Accepted _____ Rejected _____

F.O.P. / O.L.C. intention to arbitrate: (Yes) _____ (No) _____

Signature

ATTACHMENT 3
MEDICAL STATEMENT

As a duly qualified practitioner of medicine, I certify that the use of sick leave for _____, (Employee's Name) is justified, (in my opinion).

_____ The employee was under my professional care.

_____ The employee's presence was necessary for the care of an immediate family member.

I hereby certify that, _____, was under my professional
(Patient's Name)
care for the Treatment of _____ from _____ through _____
(Illness) (Date) (Date)

Signature of Physician

Date

Physician's Name (Printed)

Address

City

State

Zip

APPENDIX A
INSURANCE

Section 1. The parties agree to establish a Health Care Cost Containment Committee. The committee shall consist of fifteen (15) members. Seven (7) of such members shall be union representatives, one (1) from each of the Township's seven (7) departments that have bargaining units (i.e., police patrol, police sergeants, police lieutenants, fire, fire inspectors, clerical, & public works). These members shall be selected at the sole discretion of the bargaining unit to represent their respective units. Seven (7) other such members shall be township representatives, and these members shall be appointed by the Board of Trustees. The remaining member shall be mutually selected by the other members of the committee, and shall serve at their pleasure.

Section 2. The Health Care Cost Containment Committee shall meet at least four (4) times a year. The Committee shall select a Chairperson from the members. The Committee shall, at its first meeting, establish rules and regulations for its governance. These rules and regulations shall provide that each of the fifteen (15) members shall have one vote, and that a majority vote will be controlling. These rules also must provide the following:

1. that a reasonable time frame for implementation of the findings of the committee;
2. that a quorum (2/3 of each side) must exist in order to vote;
3. that an agenda package is to be provided to Committee members at least five (5) days prior to any meeting;
4. that any presentation of information will be videotaped;
5. that any vote on benefit level changes will be done at the meeting following the meeting at which the change is proposed;
6. that provisions be made for the substitution of an alternate representative for any such member who may be unable to attend, or that provisions be made for the written submission of a proxy vote;
7. that each representative have the opportunity to use any advisor or consultant it deems necessary;
8. that the Committee will investigate methods to contain the overall cost of health care, including dental, vision and prescription drug costs. The methods investigated may include, but are not limited to, reduction of benefits, scope of coverage, changes in manner of administration (managed care).
9. that the final determination as to the method utilized to contain the overall cost of health care shall be vested to and be the sole responsibility of the Committee. †

Section 3. The base for the purpose of determining health care cost economic data shall be as follows:

Base = \$1050.00

Effective January 1, 2016, one thousand seventy-five dollars (\$1,075.00) per employee per month shall be the base amount. Effective January 1, 2017, one thousand one hundred dollars (\$1,100.00) per employee per month shall be the base amount.

Section 4. In the event that overall cost of health care increases and related expenses from the initial base year, or any subsequent base year, such increase, on a per employee, per month basis shall be shared between the Township and the bargaining unit member on a 50-50% basis, respectively up to One Hundred twenty five dollars (\$125.00) per month for the employee with single coverage and One Hundred Seventy Five dollars (\$175.00) per month for the employee with family coverage for calendar year 2015. Beginning January 1, 2016, the amounts shall be increased to up to \$175.00 per month for the employee with single coverage and \$275.00 per month for the employee with family coverage.

Section 5. Employee contributions for the group health insurance plan will be eligible for pre-tax treatment under a Section 125 Plan.