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COLLECTIVE BARGAINING AGREEMENT

between

OLMSTED TOWNSHIP

and the

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Case No. 2015-MED-10-1057 (Patrolmen)

Case No. 2015-MED-1056 (Sergeants)

January 1, 2016 to December 31, 2018

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AGREEMENT

This Agreement is made and entered into by and between the Township of Olmsted, hereinafter referred to as "the Township," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "the O.P.B.A." or "Union."

ARTICLE 1 **PURPOSE**

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

ARTICLE 2 **RECOGNITION**

2.01 For the duration of this Agreement, the Township recognizes the O.P.B.A. as the sole and exclusive collective bargaining representative of the employees covered by this Agreement.

2.02 The members of the bargaining unit covered by this Agreement are all full-time Patrolmen or Sergeants employed by the Township, hereinafter referred to as employees,

2.03 The term full-time means any Patrolman or Sergeant who is regularly scheduled to work eight (8) hours per day and forty (40) hours per week.

2.04 The categories of employees excluded from the bargaining unit are the Chief of Police, Dispatchers and all other Township employees.

ARTICLE 3 **AGENCY SHOP-DUES DEDUCTIONS**

3.01 Within thirty (30) days of the execution of this Agreement, all employees in the bargaining unit have either become dues paying members of the O.P.B.A., or, as a condition of continued employment, remit to the O.P.B.A. a fair share fee in accord with the provisions of Ohio Revised Code Section 4117.09(C). Any newly hired employees in the bargaining unit shall, within sixty (60) days of date of employment, either elect to become members of the O.P.B.A. or remit the fair share fee. As provided in Ohio Revised Code Section 4117.09(C), nothing in the article shall be deemed to require any employee to become a member of the O.P.B.A.

3.02 The Employer agrees to deduct O.P.B.A. dues and fees from any employees of the bargaining unit who provides written authorization for a payroll dues and fees deduction. All dues and fees so deducted shall be remitted on a monthly basis to the Ohio Patrolmen's Benevolent Association, P.O. Box 338003, North Royalton, OH 44133 or such other address as set from time

to time by the O.P.B.A. The Township will provide an accounting of the dues and fees deducted showing the amounts deducted from the pay of each employee. The O.P.B.A. shall indemnify the Township and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the Township in complying with the provisions of this article.

ARTICLE 4
UNION LEAVE

4.01 One (1) duly elected O.P.B.A. delegate shall be granted time off with pay for the purpose of attending seminars and one (1) Union convention per year. The Union shall give the Employer reasonable notice of such convention. Paid time off to attend such convention and/or seminars shall not exceed twenty-four (24) hours for each calendar year.

ARTICLE 5
NON-DISCRIMINATION

5.01 The parties agree to continue their policy of non-discrimination as required by applicable law based on sex, race, religion, disability, national origin, military status, genetic information, or age regarding any aspect of employment, including referral for employment, employment advancement, or working conditions.

5.02 The use of the male gender in certain clauses of this contract is done for convenience purposes and does not imply any preference to male or female employees.

5.03 The Employer and the Union recognize the right of all employees to be free to join the Union, should they so desire, and to participate in lawful union activities. Therefore, the Employer and the Union agree that there shall be no discrimination by the Employer or the Union against any employee because of Union membership or non-membership.

ARTICLE 6
MANAGEMENT RIGHTS

6.01 Except to the extent otherwise limited or modified by this Agreement, the Township retains the right and responsibility:

- A. To direct the work of Police Officers.
- B. To determine the mission of the Police Department and the personnel, methods, means and procedures necessary to most efficiently fulfill that mission.
- C. To suspend, discipline or discharge members for just cause.
- D. To take actions as may be necessary to carry out the mission of the Police Department in emergencies.

- E. To hire, promote and demote Police Officers within the powers granted by law.
- F. To recruit, select and determine the qualifications and characteristics of new hires.
- G. To schedule or not schedule overtime as required in the manner most advantageous to the requirement of efficient government operations.
- H. To train or retrain Police Officers as appropriate.

6.02 The Employer retains for itself all rights normally associated with management. Except as specifically abridged by the express terms of this Agreement, and not to be otherwise interpreted as limiting, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees with just cause; 2) determine the number of persons required to be employed or laid off, determine the qualifications of employees covered by this Agreement; 4) determine the necessity for overtime; 5) make any and all rules and obligations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment or both; 10) determine work standards and the quality work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work, except that police services currently being performed by the bargaining unit will not be contracted out, for the duration of this Agreement, without first negotiating with the Union in good faith.

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

ARTICLE 7 **HOURS OF WORK**

7.01 For the purpose of this Agreement, and unless the parties agree otherwise, a workday shall consist of eight (8) regularly scheduled hours, which commences at the starting time of a regularly scheduled shift. The normal workweek for employees shall be forty (40) regularly scheduled hours.

7.02 All overtime must be approved by the Chief of Police or his designated representative. Employees shall receive one and one-half (1 1/2) times their regular hourly rate for all hours actually worked in excess of eight (8) hours per day and/or forty (40) hours in a seven (7) day

work cycle. Employees shall have the option to request cash payment or credit for overtime to accumulate as compensatory time at ninety (90) minutes for each one (1) hour of overtime worked. If the parties agree to longer work days, overtime will be paid for the hours in excess of the scheduled shift.

7.03 No employee shall accumulate more than two hundred forty (240) hours of compensatory time after which all overtime will be paid in cash.

7.04 All requests for use of compensatory time shall be submitted to supervision as early as possible, but no less than forty-eight (48) hours before the work schedule is published. Requests for compensatory time off will be honored on a first come first serve basis as long as minimum staffing can be maintained without additional overtime costs. The Employer will make every effort to accommodate emergency requests and the Union acknowledges that an emergency request will be granted ahead of any earlier non-emergency requests. Where the use of compensatory time off has been denied, the employee shall be offered a mutually agreeable alternative day within the next thirty (30) days for use of the requested compensatory time off. The Employer may also elect to offer 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 balance. If neither of those options is acceptable 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 Act. Except as otherwise specifically restricted by this Agreement, the Employer retains all its rights to manage the administration of compensatory time under federal law.

7.05 Any employee called to duty by the Chief of Police or any superior officer of the Police Department during their off-duty hours shall be compensated for a minimum of three (3) hours or the actual time worked, whichever is greater, at a rate of time and one-half (1 1/2).

7.06 Any employee directed to any court or hearing in response to a subpoena or other writ commanding appearance in a criminal, quasi-criminal or civil case arising out of the performance of a duty as a police officer for Olmsted Township, and not during the employee's regular scheduled workday, shall be compensated for a minimum of three (3) hours, or the amount of time actually worked, whichever is greater, at a rate of time and one-half (1 1/2).

ARTICLE 8 **GRIEVANCE AND ARBITRATION PROCEDURE**

8.01 It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the Employer and the Union. The procedures specified in this article are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances of employees, and to provide the final step in the discipline and discharge procedure set forth in Article 25.

8.02 The term "grievance" shall mean an allegation by the Union, an employee or group of employees (hereinafter sometimes referred to as grievant) that there has been a breach, misrepresentation, or improper application of this Agreement. It is not intended that the

grievance procedure be used to effect changes in the articles of this Agreement or any matters not covered by this Agreement.

8.03 All grievances must be processed at the proper step in order to be considered at the subsequent steps unless the parties agree otherwise in writing.

8.04 A grievance may be withdrawn at any point by submitting a written statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed within the time limits provided shall be considered resolved based upon the Employer's last answer.

8.05 Any grievance not answered by management within the stipulated time limits shall be considered to be answering in the negative, and may be advanced by the member to the next step in the grievance procedure in accordance with the applicable time limitations. All time limits on grievances may be extended by mutual consent of the parties.

8.06 A grievance may be brought by the Union or any employee or group of employees covered by this Agreement. Where a group of employees desires to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be elected by the group to process the grievance. Each employee who desires to participate shall sign the grievance.

8.07 Any grievance that originates from a level above Step 1 may be submitted directly to the next step or level from which it originated. No grievance can originate at a level subsequent to Step 2 except with express agreement of the parties.

8.08 For the purpose of this article, days shall be defined as consecutive days, excluding Saturdays, Sundays and recognized national holidays.

8.09 In the event a step in the grievance procedure is permanently vacant, grievances presented to the vacant step will proceed to the next step, without any loss of time, to be answered by the supervisor next in the grievance procedure.

8.10 All grievances must contain the following information to be considered and must be filed using the grievance form as presented in Appendix A.

- A. Grievant's name and signature;
- B. Grievant's position;
- C. Date grievance was filed in writing;
- D. Date and time grievance occurred;
- E. Location where grievance occurred;
- F. Description of incident giving rise to the grievance;

- G. Specific articles and sections of the Agreement which are implicated; and
- H. Desired remedy to resolve the grievance.

8.11 It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every reasonable effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be used:

Step 1: Police Chief

Grievances shall be reduced to writing and presented to the Chief or the Chief's designee within ten (10) days after the incident giving rise to the grievance, or within ten (10) days after the grievant first knew or, through due diligence, should have known, of the incident. The Chief, or designee, shall discuss the grievance with the grievant and Union representative and respond to the grievance within ten (10) days after its presentation to the Chief.

Step 2: Board of Trustees

If the grievant is not satisfied with the Step 1 decision, or if an employee appeals from an order of discipline or discharge (Article 11, Section 11.3), an appeal may be filed with the Board of Trustees. The appeal must be filed within ten (10) days after receipt of the Step 1 answer. The appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 1 answer is in error. The Board of Trustees shall have ten (10) days in which to schedule a meeting with the grieved employee(s) and the appropriate Union representative. The Board of Trustees shall investigate and respond to the employee(s) and appropriate Union representative within ten (10) days following the meeting.

Step 3: Arbitration

If the grievance is satisfactorily settled in Step 2, the grievance shall be submitted to the Union. The Union will then review the merits of the grievance and decide, no later than fifteen (15) days after the Employer's Step 2 answer was received, whether or not to recommend further appeal. Should the Union decide not to pursue the grievance further, the employee(s) shall be so informed, the grievance will be withdrawn, and the Step 2 decision shall be final and binding. Should the Union decide to pursue the grievance further, the Union may demand that the grievance be submitted to arbitration. A demand for arbitration must be submitted to the Board of Trustees within fifteen (15) calendar days following receipt of the Step 2 answer. The arbitration of discipline and discharge cases shall be governed by the procedures set forth in Article 11. The arbitration of grievances will proceed under the following guidelines:

- A. Upon submission of a demand for arbitration, the appealing party shall, within ten (10) days after presenting the demand for arbitration, request from the Federal Mediation and Conciliation Service (FMCS) a list of fifteen (15) impartial American Arbitration Association rated arbitrators. The parties shall prepare an agreement outlining the specific issues to be determined by the arbitrator, but this shall not remove the ability to proceed if the parties do not agree. Upon receipt of the list of arbitrators, each party

shall, within ten (10) days from the date the list is received, strike any name to which it objects, number the remaining names to indicate the order of preference, and return the ranked list to the FMCS.

- B. The arbitrator shall hold the arbitration promptly and issue a decision within thirty (30) days thereafter. The arbitrator shall strictly limit the decision to the interpretation, application, or enforcement of the Agreement. The arbitrator's decision shall be consistent with appealable law. The arbitrator has no authority to add to, subtract from, modify, change, or alter any provision of this Agreement. The arbitrator is expressly confined to the precise issue submitted for arbitration and shall have no authority to determine any issues not so submitted, or to submit observation or declaration of opinion which are not directly essential to reaching a decision on the issue in question.
- C. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which the grievance was filed or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any or different wage rates not negotiated as part of this Agreement.
- D. The question of arbitrability of a grievance may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will then proceed on the merits before the same arbitrator.
- E. The decision of the arbitrator shall be final and binding upon the Union, the employees, and the Employer, subject to review as provided in the Ohio Revised Code. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be split equally by the Union and the Employer. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

ARTICLE 9
BULLETIN BOARD

9.01 The Employer agrees to provide exclusive bulletin board space of reasonable size in the Police Department for use by the O.P.B.A.

9.02 The O.P.B.A. agrees that there shall be no notices or other writings posted which contain anything dealing with partisan politics, controversial matters, or criticism of the Township, the Police Department or other Township Agency of any employee.

9.03 Upon the request or the Employer, the O.P.B.A. shall cause the immediate removal of any material posted in violation of this article.

ARTICLE 10
NO STRIKE/NO LOCKOUT

10.01 The O.P.B.A. agrees that they will not directly or indirectly call for, instigate, sanction or encourage a strike or any other type or concerted job action by police officers during the term of this Agreement.

10.02 The O.P.B.A. agrees to prevent and/or actively seek cessation of any type of detrimental job action by a member or members of the bargaining unit.

10.03 The Township agrees not to lock out the O.P.B.A. during the term of this Agreement.

ARTICLE 11
LABOR/MANAGEMENT COMMITTEE

11.01 In the interest of sound labor/management relations, unless mutually agreed otherwise, once each calendar quarter on a mutually agreeable day and time, the Chairman of the Township Trustees and the Police Chief shall meet with no more than three (3) representatives of the bargaining unit to discuss issues of mutual labor/management interest.

11.02 The purpose of such meeting shall be to: (1) notify the O.P.B.A. of changes made by the Police Chief which affect the bargaining unit, (2) disseminate general information of interest to the parties, 3) discuss ways to increase productivity and efficiency; and (4) to consider and discuss health and safety matters relating to employees.

ARTICLE 12
SICK LEAVE

12.01 Sick Leave. All regular, full-time employees shall be entitled to sick leave of four and six-tenths (4.6) hours for each eighty (80) hours of service. Employees may use sick leave upon approval of the responsible administrative officer, for absence due to illness, injury, exposure to contagious diseases which could be communicated to other employees, and to illness in the employee's immediate family, defined as spouse or children. Evidence of patterned use of sick leave is cause for investigation and possible discipline. The Chief of Police, or other responsible administrative officer, may require any employee who has taken more than three (3) sick days in any twelve (12) month period to furnish satisfactory affidavit that the absence was caused by illness due to any of the causes mentioned in this section. Sick leave of more than three (3) consecutive days will not be approved without a doctor's certificate.

12.02 When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every hour of absence from previously scheduled non-overtime work.

12.03 Upon death or retirement, all sick leave accumulated up to the point of ratification of the 1996- 1998 Agreement shall be paid to the employee or his or her estate or personal representative designated by the employee at the time of death or retirement. For all sick leave

accumulated after ratification of the 1996-98 Agreement, the payout shall be at the rate of one-third (1/3) of all accumulated sick leave at the employee's rate of pay at the time of death or retirement.

12.04 Employees transferring from other public employers can transfer no more than forty (40) hours accrued sick time to Olmsted Township.

12.05 Employees who maintain a minimum bank of eighty (80) hours sick leave and are not on the Department Absenteeism Watch List shall be eligible to earn incentive personal leave for non-use of sick days at the following rates:

0 days taken during each quarter 8 hours of personal time earned

12.06 The term "quarter" shall mean the calendar quarter from January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31. For new hires, the year will begin to run on the January 1st immediately following their date of hire. Crediting of such personal leave shall be made in the month next following the completion of the completed quarter in which the incentive has been earned.

ARTICLE 13 **INJURY LEAVE**

13.01 When an employee becomes injured, ill, or disabled as a result of an event arising out or and in the course of his employment, the employee shall be granted injury leave with a cash advance payment equal to the employee's regular salary and benefits by the Township beginning with the first working day of such disability, not to exceed ninety (90) consecutive calendar days providing that the injury or illness was not self-inflicted nor the result of intoxication or drug abuse as defined in O.R.C. 4123.54. After ninety (90) calendar days, the Township Trustees may extend the injury leave, at its discretion, on a case by case basis.

13.02 In order to be eligible for injury leave under this article the employee, if requested by the Employer to do so, must file for Workers' Compensation within one (1) week after the injury unless the employee is unable to do so because of the extent of the injury, and sign a waiver assigning to the Employer those sums of money (temporary total disability benefits) he receives as his weekly compensation for the number of weeks he receives benefits under this article. The employee shall fill out all necessary forms to process his/her injury leave or workers' compensation benefits.

13.03 If at any time the Board of Trustees declines, based on a decision from a physician specializing in occupational medicine, that an employee is permanently disabled and will no longer be able to perform the duties of a police officer, the Board may insist that the employee apply for permanent disability. In that event, injury leave benefits shall be continued for the remainder of the ninety (90) day period or longer if extended by the Board, or until permanent disability benefits begin, whichever occurs sooner.

13.04 The Employer shall permit employees to work "light duty" when the employee is on injury leave or sick leave, providing there is work available within the medical restrictions imposed by the employee's physician.

ARTICLE 14
BEREAVEMENT LEAVE

14.01 Employees shall be granted up to three (3) days paid leave in the event of a death in the immediate family.

14.02 Immediate family is defined as: spouse, child, parent, brother, sister, grandparent, grandchild, aunt, uncle, brother or sister in-law and father or mother in-law.

14.03 Upon approval of the Chief of Police, his designee, or the Board of Trustees, three (3) additional days of bereavement leave may be charged to sick leave if the employee has unused sick leave.

ARTICLE 15
SPECIAL LEAVE

15.01 Leave without pay may be granted, upon approval of the Chief of Police, or Board of Trustees, for personal reasons, such as illness or disability if the employee has exhausted sick leave. Leave granted under this policy shall not exceed ninety (90) calendar days but may be renewed upon written request and approval by the Chief of Police or his designee. Any employee who does not return to employment after taking special leave, and was not granted an extension, shall forfeit all employment rights.

ARTICLE 16
VACATIONS

16.01 The Township shall grant full-time employees annual vacation leave with pay. Length of vacation shall be as follows:

<u>Years Of Service</u>	<u>Length Of Vacation</u>
1 until the beginning of 5	80 hours
5 until the beginning of 10	120 hours
10 until the beginning of 15	160 hours
15 until the beginning of 20	200 hours
20 years or more	240 hours

16.02 Vacation hours can be used in eight (8) hour increments with the prior approval of the Chief of Police or his designee.

ARTICLE 17
HOLIDAYS

17.01 Designated Holidays (11)

All full-time employees covered by this Agreement shall receive time off with pay for the following holidays:

New Years Day	Martin Luther King Day
Presidents Day	Memorial Day
Independence Day	Columbus Day
Labor Day	Thanksgiving Day
Veteran's Day	
Christmas Day	

17.02 All full-time employees shall be compensated at the straight time rate, if the holiday occurs on their day off. Full-time employees scheduled to work, or called into work, on the above listed holidays shall receive a premium rate (an additional eight [8] hours pay) (double time) at the prevailing rate as each holiday occurs.

17.03 Bargaining unit full-time employees shall be entitled to personal leave days as follows:

After one year of service	1 personal day
After two years of service	3 personal days

17.04 Full-time employees shall be allowed to take personal days as long as the request is received forty-eight (48) hours in advance and minimum manning is maintained without overtime. Emergency requests will be honored if minimum staffing levels are maintained.

17.05 Employees who actually perform service on Thanksgiving Day and/or Christmas Day, defined as 7:00 a.m. on the day the nation recognizes the holiday until 7:00 a.m. the following day, will be paid time and one-half (1 1/2) for each hour of service.

ARTICLE 18
ANCILLARY INSURANCE

18.01 The Township shall provide, at no cost to the employees, a policy of term life insurance valued at fifteen thousand (\$15,000.00) dollars, with provisions for accidental death and dismemberment.

18.02 False Arrest Insurance – The Township shall obtain and maintain in full force and effect and pay for a false arrest policy of liability insurance with five hundred thousand dollars (\$500,000.00) or higher policy limits, or maintain in force the current said policy, whichever is more inclusive. Said policy shall insure all employees.

ARTICLE 19
HEALTH BENEFITS

19.01 The Township agrees to provide full-time bargaining unit employees the same medical insurance health plan as provided to other non-bargaining Township employees under a group insurance plan. Such group insurance may be provided through a self-insured plan or an outside provider. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverages, and utilization.

19.02 Contributions - The election of single, dependent or family coverage and the base plan or a higher level plan rests with the eligible bargaining unit employee. Effective April 1, 2013, the Employer shall contribute ninety percent (90%) and its employees shall contribute ten percent (10%) of the monthly cost of health insurance under the plan that they have selected for coverage.

19.03 Spousal Coverage - Spousal coverage will be available, only upon proof that the spouse does not have other medical insurance coverage available to him/her through the spouse's employer. Such coverage, to be subject to the carve out requirement, must be offered as part of an Employer sponsored benefit package and not merely an unsubsidized/minimally subsidized offering made available through the Employer. If such coverage is available, the employee's spouse must enroll in at least single coverage from his/her employer or pay the difference between the coverage that the employee would be on were the spouse not enrolled on the township plan (i.e., single or EE/child(ren) and the cost of coverage with the spouse enrolled (i.e., EE/Spouse or Family). Falsification of spousal coverage information may result in termination.

19.04 Coverage Coordination - A bargaining unit member who is married to another Township employee is only entitled to coverage under a single family policy from the Employer. For purposes of the coverage of dependent children, member's dependent children shall be permitted to remain on the Township plan irrespective of parental birth date.

19.05 Dental/Vision Coverage - The parties agree that the Township will continue to provide dental and vision coverage to unit members. The cost of such coverage shall be borne by the Township and will not be included in calculating the parties' respective contribution amounts for coverage under Sections 2 and 3 of this article.

19.06 Insurance Committee - The parties agree that the Township may create and utilize an insurance committee for the purpose of controlling costs, reviewing benefit levels/plan offerings, and receiving input from bargaining unit members concerning plan changes and benefit levels. Once created the OPBA agrees to participate in the committee.

ARTICLE 20
UNIFORM ALLOWANCE

20.01 In April of each year, each bargaining unit employee shall receive a uniform allowance payment of one thousand two hundred dollars (\$1,200.00) for the purchase, care, and maintenance of uniforms.

20.02 Required uniforms shall be purchased by the employee, and bargaining unit members shall be responsible and held accountable for proper uniform during inspections.

20.03 The Employer shall issue new employees all required uniforms and equipment necessary for the performance of the duties of a Police Officer, in lieu of the first calendar year's clothing allowance. The Chief shall establish a list of the necessary items, with approval of the Union, for new-hire expenditures. The first uniform allowance payable on the following January 1 shall be pro-rated. (Example: Employee hired on July 1 will receive one-half (1/2) of annual uniform allowance on subsequent January 1).

20.04 Bargaining unit employees who leave the service, during the probationary period, for any reason except disability or death shall reimburse the Employer for all expenditures incurred by the employee for the initial uniform issuance.

ARTICLE 21 **SENIORITY**

21.01 Seniority as an employee of the Police Department shall be determined by continuous service in the Olmsted Township Division of Police calculated from the employee's date of appointment as a Police Officer.

ARTICLE 22 **OUT OF CLASSIFICATION WAGE**

22.01 Any patrol officer who serves as Officer in Charge shall be paid at the same rate of pay as a Sergeant for all hours worked in such capacity so long as no ranking officer (Sergeant, Lieutenant) is on duty at the same time.

ARTICLE 23 **LAYOFF AND RECALL**

23.01 In the event that the Township decides to layoff employees of the bargaining unit because of lack of work, lack of funds, or consolidation or abolishment of functions, or the Employer determines it necessary to reduce the size of its work force; such reduction shall be made in accordance with the provisions set forth.

23.02 Employees within the affected job shall be laid off according to their seniority with the least senior being laid off first, providing that all students, temporary, part-time, seasonal, probational and provisional employees within the affected job classifications/titles, within the affected department are laid off first in the above respective order. Sergeants will be permitted to bump to the rank of patrol officer based on departmental seniority.

23.03 Recalls shall be in the inverse order of layoff and a laid off employee shall retain his right to recall for eighteen (18) months from the date of his layoff. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within ten (10) calendar days

from the date the employee receives the recall notice shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

23.04 Employees scheduled for layoff shall be given a minimum of fourteen (14) days advance notice of layoff.

ARTICLE 24
PREVAILING RIGHTS

24.01 The Township agrees not to diminish any clearly established benefits currently in effect and regularly provided to the employees at the time of the signing of this agreement. Such benefits shall remain in force for the life of this agreement. Nothing in this clause shall be construed to limit management's rights as outlined in Article 6 of this Agreement.

ARTICLE 25
TRAINING

25.01 The Township shall set up a special fund of six thousand dollars (\$6,000.00) or special schooling, educational seminars and expenses for each year of the contract, to be used as determined by the Chief of Police. This fund will be divided as equally as possible over the term of the contract, amongst the employees who have requested the use of educational funds. The wages paid to officers in attendance at approved training will not be deducted from the special fund. The special fund shall be increased to eight thousand dollars (\$8,000.00) for 2011.

25.02 If the bargaining unit employee is required to use his private automobile, the Township will reimburse the employee at the current Internal Revenue Service rate for all actual mileage.

25.03 The Township shall reimburse employees for other related expenses, such as meals, tolls, parking and lodging while the employees are in attendance at approved training classes. Upon submission of receipts, employees will be compensated for meals to a maximum of fifteen dollars (\$15.00) for each consecutive eight (8) hours spent outside the Township for training purposes to a maximum of thirty dollars (\$30.00) for each twenty-four (24) hour period.

25.04 Upon return from training all receipts will be submitted to the Chief of Police for approval; reimbursement shall be made to the member in the following pay period.

25.05 Bargaining unit members will be considered on-duty while in attendance in training schools. If schooling is scheduled on the member's regular day off, he shall be compensated at the appropriate rate.

25.06 All Officers will be given an equal opportunity to attend training seminars and training schools.

ARTICLE 26
CORRECTIVE ACTION

26.01 No employee shall be suspended, removed, or reduced in pay or position or disciplined in any manner except for just cause.

26.02 Discipline will be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

26.03 Whenever the employer and/or his designee determines that there may be cause for a Union employee to be disciplined (i.e., reprimanded, suspended, reduced, or discharged), a predisciplinary conference will be scheduled to give the Union employee the opportunity to offer an explanation for the alleged conduct. The predisciplinary conference procedure shall be as follows:

- A. The employee shall be provided with a written notice of the charges and the date, time, and location of the hearing. Such notice shall be given to the employee at least seventy-two (72) hours prior to the time of the hearing.
- B. The hearing shall be conducted by the Chief of Police.
- C. The affected employee(s) may have a Union representative present at any such pre-disciplinary conference, the cost of which shall be borne by the employee.
- D. Predisciplinary conferences shall be held whenever possible. During the employee's scheduled duty time, said employee shall remain in paid status for the duration of the conference.
- E. Within ten (10) calendar days after the hearing, the Chief of Police shall provide the employee with a written statement affirming or disaffirming the charges based on the relative strength of the evidence presented at the hearing. The Chief of Police will also decide the appropriate discipline and inform the employee in his written statement.
- F. The parties agree that polygraph tests or other forms of mechanical truth detection shall not be used as evidence, nor can such devices be administered by the Employer.

26.04 Prior to the scheduled time of the predisciplinary conference, the employee may waive his/her right to such a conference by signing the "Waiver of Predisciplinary Conference" Form (Appendix B).

26.05 If the Union employee believes that an error has been made, either in the decision of the Chief of Police, or in the discipline imposed, the employee may appeal pursuant to the following guidelines:

Step 1: Chairperson of Board of Trustees

If the employee is dissatisfied with the result of the pre-disciplinary conference, or has waived such conference, and has received an order of suspension, dismissal, or reduction in rank, he may appeal such order to the Chairperson of Board of Trustees within ten (10) calendar days following receipt of the decision in the pre-disciplinary hearing. The appeal to the Chairperson shall be in writing, shall include a copy of the predisciplinary conference determination, and shall specify the reason why the charged party believes the predisciplinary hearing decision is in error. The Chairperson shall have ten (10) days in which to schedule a hearing with the charged employee and the appropriate representative. The Chairperson shall investigate and respond to the grievant and the appropriate Union representative within ten (10) days following the meeting. The charged party will have the opportunity to be represented and to present any evidence or testimony. The Chairperson will have the authority to amend, modify, or dismiss the charges and/or disciplinary action.

Step 2: Arbitration

If the charged party is dissatisfied with the Step 1 determination, the member's representative may make a written request that the matter be submitted to arbitration. The written request must be accompanied by proof from the Union representative that the Union has reviewed the Step 1 decision and that the appeal to Step 2 is being taken in good faith. A request for arbitration must be submitted to the office of the Board of Trustees within ten (10) calendar days following the date of receipt of the Board of Trustees' ruling. In the event the appeal is not referred to arbitration within the limits prescribed, it shall be considered resolved, based upon the Board of Trustees' determination. The arbitration procedures are as follows:

- A. Upon submission of a demand for arbitration, the appealing party shall, within ten (10) days after presenting the demand for arbitration, request a list of fifteen (15) impartial American Arbitration Association rated arbitrators from the Federal Mediation Commission Service (FMCS). The parties shall prepare an agreement outlining the specific issues to be determined by the arbitrator, but this shall not remove the ability to proceed if the parties do not agree. Upon receipt of the list of arbitrators, each party shall, within ten (10) days from the date the list is received, strike any name to which it objects, number the remaining names to indicate the order of preference, and return the ranked list to the FMCS.
- B. The arbitrator shall hold the arbitration promptly and issue his decision within thirty (30) days thereafter. The arbitrator shall limit the decision strictly to the charges in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement or any other duly-enacted ordinance, rule, regulation, or lawful order of the Chief of the Police Department, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is properly within the limitations expressed herein. The arbitrator is expressly confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the disciplinary action in question. In cases of

demotion, discharge or suspension, the arbitrator shall have the authority to modify the discipline imposed.

- C. The question of arbitrability of a disciplinary matter may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the disciplinary matter is within the purview of arbitrability, the alleged matter will be heard on its merits before the same arbitrator.
- D. The decision of the arbitrator shall be final and binding upon the employee, the Union and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be equally divided. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

26.06 For the purpose of this article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and holidays as defined herein.

26.07 In the event a step in the disciplinary procedure is vacant, appeals presented to the vacant step will proceed to the next step, without any loss of time.

26.08 The parties agree that all disciplinary procedures shall be carried out in a private and in a business-like manner.

26.09 Records of disciplinary action shall cease to have focus and effect or be considered in future discipline matters under the following time frames:

Written reprimands/counseling/written reinstruction	12 months
Suspensions of less than three (3) days	24 months
Suspensions of three (3) days or more	36 months

Provided, however, that written reprimands shall be removed from consideration after the conclusion of the twelve (12) month period only if there are no other records of disciplinary action of any kind within that time period. Records of disciplinary action involving suspensions shall be removed at the conclusion of the appropriate time period provided that no other suspension has occurred within that time period. A record of suspension shall not remain for future consideration past its limitations period because of the inclusion of a subsequent written reprimand.

26.10 It is the goal and policy of both the Employer and the O.P.B.A. to recognize and respect the constitutional rights of all persons. In that regard, any disciplinary action taken as a result of, or arising from, violation of the rights of any person as guaranteed by the constitution or laws of the United States shall be permanently subject to consideration in future disciplinary actions involving similar violations of any person's rights. However, if the employee is subsequently exonerated by a court of law or a neutral arbitrator in a criminal or civil action, or arbitration,

regarding an alleged violation of a person's constitutional rights, such record of disciplinary action shall be removed from future consideration forthwith and the file thereafter will indicate that the Union employee has been exonerated.

ARTICLE 27
INTERNAL INVESTIGATION

27.01 Any citizen alleging a wrongdoing on the part of an employee of the bargaining unit will be asked to sign a complaint form.

27.02 If a bargaining unit employee is required to submit a written report, based on a signed complaint or corroborative evidence, he/she is entitled to an O.P.B.A. representative, if requested by the bargaining unit employee, prior to submission of the written report.

27.03 A bargaining unit employee who is questioned as a suspect in an internal investigation ordered by the Chief of Police or his designee shall be advised of the nature of the internal investigation prior to such questioning.

27.04 Questioning or interviewing of a bargaining unit employee in the course of an internal investigation will be conducted at hours reasonably related to a shift unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

27.05 Should said questioning and interviewing be conducted during hours other than the officer's regularly scheduled shift, the officer shall receive compensatory time at the appropriate rate, with a four (4) hour minimum.

27.06 Interrogations conducted in the course of an internal investigation shall be recorded. The bargaining unit member or members under investigation will be afforded the opportunity to listen to and make personal notes regarding such tape. A copy of the tape or transcript, if such is made, will be provided to the member, if he so requests.

27.07 A bargaining unit member (and his attorney, when one is involved) who is charged with violating Rules and Regulations shall be provided access to transcripts, records, tapes or written statements, and video tapes. The request for such access shall be made to the Chief of Police or his designee by the individual officer or his designated representative. Such access shall be reasonably provided in advance of any hearing.

27.08 After submission of a written report, the bargaining unit member shall be permitted to be represented by an O.P.B.A. representative, in any subsequent investigative meeting, unless union representation is waived by the member.

27.09 Upon request, a member will be afforded an opportunity to review written documents that he has previously submitted or any documents that he had in his possession at the time of the investigation and shall be afforded a reasonable time to examine said documents.

27.10 No officer shall be ordered to submit to a blood test, breathalyzer test, or any other test to determine the presence of alcohol or narcotics in the blood, breath or other bodily fluid without an articulable suspicion that drugs or alcohol are being used.

27.11 Before a member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be made the basis for such charge.

1. A bargaining unit member being investigated for criminal activity shall be advised of his constitutional rights as provided by law and shall be afforded those rights, if he chooses to exercise them.
2. It is understood that no officer will be charged with insubordination once he/she is advised of their constitutional rights and the refusal to answer questions is based on the exercise of such rights.
3. If a bargaining unit employee is required to submit a written report, he shall be advised of the reason for such report, and the officer shall be required to submit a detailed statement.
 - a. Once a bargaining unit employee has made his initial written reply which results in a question of potential criminal activity, the officer shall not be deprived of his constitutional rights to remain silent and/or disciplined in the exercise of those rights.

27.12 Evidence obtained in the course of an internal investigation through the use of administrative pressure, threats, coercion, or promises shall not be admissible in any subsequent criminal action or hearing.

1. A. lawful order shall not be construed as administrative pressure, threats, coercion, or promises.

27.13 In the event that disciplinary action is taken against an employee, the employee shall have the right to request the presence of an O.P.B.A. representative when such action is taken. The O.P.B.A. will be informed of all disciplinary actions and shall have the right to be present at the administration of any disciplinary action.

27.14 Complaints against a bargaining unit employee, anonymous or otherwise, when determined to be unfounded by the Chief or designee shall not be included in any personnel file of the officer unless contrary to law, and may not be used in any subsequent disciplinary procedure. The original complaint and all copies shall be returned to the bargaining unit employee against whom the complaint was alleged. If Ohio Public Records Law requires that the charge remain in the personnel file, the member may attach to it a document stating that the charge was unsupported.

27.15 If any of these procedures are alleged to be violated, such allegations shall be subject to the grievance procedure at Step 3.

ARTICLE 28
PROBATIONARY PERIODS

28.01 Newly hired employees shall serve a probationary period of one (1) year from date of hire. Employees who are disciplined or discharged during the probationary period have no right of appeal through any procedure contained in this Agreement.

ARTICLE 29
OFF DUTY EMPLOYMENT

29.01 Rates for secondary employment for bargaining unit employees shall be no less than twenty-five dollars (\$25.00) per hour. Rates for traffic control duties shall be no less than thirty dollars (\$30.00) per hour.

29.02 All secondary employment will have a three (3) hour guarantee.

ARTICLE 30
DRUG AND ALCOHOL TESTING

30.01 Policy: The Employer and the Union recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The possession, use, or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty.

30.02 Informing Employees About Drug and Alcohol Testing: All employees shall be fully informed of the Police Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine, and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to the employee. Prior to any testing, the employee will be required to sign the attached consent form and release form. (Appendix B) Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Employer.

30.03 Employee Testing: Employees shall be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. Fifteen percent (15%) of the safety forces will be random tested annually. All new hires shall be drug tested.

30.04 If, however, there is a reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in this policy. This reasonable suspicion may be based on the following:

Involvement in a fatal or serious bodily injury accident or in an accident involving substantial damage (apparently exceeding ten thousand (\$10,000.00) dollars); or an observable phenomena, such as direct observation or drug/alcohol use or the physical symptoms of being under the influence of a drug/alcohol; or an arrest and conviction of a drug related offense; or information provided by reliable and credible sources that have been independently corroborated. Post Accident testing for drugs shall be done within thirty-two (32) hours, for alcohol within eight (8) hours.

30.05 Sample Collection: The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory shall be chosen by the Employer. The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyzed unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by NIDA. The Union and the Employer agree that security of the biological urine and blood samples is absolutely necessary; therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purposes.

Blood or urine samples will be submitted as per NIDA standards. Employees have the right for Union or legal counsel representatives to be present during the submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least (6) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

30.06 Drug Testing: The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

- Marijuana metabolites 100 ng/ml
- Cocaine metabolites 300 ng/ml
- Opiate metabolites [1] 200 ng/ml
- Phencyclidine 25 ng/ml
- Amphetamines 1,000 ng/ml

If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

If initial testing results are negative, testing shall be discontinued, all samples shall be destroyed. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GS/MS) techniques at the following listed cutoff values.

Drug	Screening Cutoff	Confirmation Cutoff
Ecstasy		
Amphetamines*	500 ng/ml	250 ng/ml
MDMA/MDA/MDEA	500 ng/ml	250 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cocaine Metabolite*	150 ng/ml	100 ng/ml
Marijuana Metabolite*	50 ng/ml	15 ng/ml
Methadone	300 ng/ml	300 ng/ml
Opiates*	2000 ng/ml	2000 ng/ml
6MAM	10 ng/ml	10 ng/ml
Phencyclidine*	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml

An employee who tests positive within the above parameters or refuses to be tested shall be notified that Injury Leave and/or Workers' Compensation benefits may be denied.

If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

30.07 Alcohol Testing: A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. This screening test shall be performed by an individual qualified through and utilizing equipment certified by the Ohio State Police. An initial positive alcohol level shall be .04 grams per 201 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .02 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

30.08 Medical Review Officer: The Medical Review Officer shall be chosen by the Employer and must be a licensed physician with knowledge of substance abuse disorders. The Medical Review Officer shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests, and medical conditions and work exposures of the employees. The role of the Medical Review Officer will be to review and interpret the positive test results. The Medical Review Officer must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history, and review of any other relevant biomedical factors. The Medical Review Officer must review all medical records made available

by the tested employee when a confirmed positive test could have resulted from legally prescribed medication, and may contact the prescribing physician.

30.09 Laboratory Results: The laboratory shall advise only the employee and the Medical Review Officer of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Officer once he has completed his review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

30.10 Testing Program Costs: The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Officer. The Employer shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

30.11 Rehabilitation Program: Any employee who tests positive for illegal drugs shall be medically evaluated, counseled and treated for rehabilitation as recommended by E.A.P. counselor. Illegal drugs include prescription drugs for which there is no prescription, or are abused. Employees who complete a rehabilitation program will be re-tested random once every quarter for the following months. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a program on their own initiative shall not be subject to re-testing. The treatment and rehabilitation shall be paid for by the employee's insurance program. Any costs over and above the insurance coverage shall be paid for by the employee for treatment and rehabilitation. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program. If an employee tests positive during the twenty-four (24) month period they shall be subject to disciplinary action as per the Department Rules and Regulations, the employee will be re-evaluated by an E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment. If an employee tests positive during this subsequent twenty-four (24) month period which in effect will be the employee's third chance for rehabilitation, the employee will be subject to discipline as per the Department Rules and Regulations.

30.12 Duty assignment after treatment: Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and two (2) years have passed since the employee entered the program, the employees personnel file shall be purged of any reference to his/her drug or alcohol problem.

30.13 Right of appeal: The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this Agreement is grievable.

30.14 Union held Harmless: This drug and alcohol testing program was initiated at the request of the Employer. The Police Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol

testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

30.15 Changes in Testing Procedures: The parties recognize that during the life of this Agreement there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in the grievance procedure of this Contract.

30.16 Conflict with Other Laws: This article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under federal, state or local statutes.

30.17 The employee and the O.P.B.A. shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

30.18 There shall be an initial four (4) hour employee educational program, and an annual two (2) hour employee refresher program. There shall be an initial four (4) hour Supervisor educational program, and an annual two (2) hour Supervisor refresher program.

30.19 If any portion of this Drug and Alcohol Testing Policy prevents the Township from securing the Drug Free Safety Workplace discount for its Workers' Compensation premiums, the offending provision will be reopened for negotiation. If the parties are unable to resolve the dispute, the issue will be presented to an arbitrator as set forth at Step 3 of the Grievance Procedure.

ARTICLE 31 **EMPLOYEE ASSISTANCE PROGRAM**

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

31.02 This section shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose discipline, up to and including discharge. An employee's participation in the EAP does not operate to waive any of the rights granted to him by this Agreement.

ARTICLE 32 **JURY DUTY**

32.01 Employees who are required to serve on jury duty shall receive their regular pay when absent from work, providing the employee surrenders all fees received to the Employer.

ARTICLE 33
WAGES

33.01 All employees under this Agreement will be paid as follows:

		2016	2017	2018
Police Officer (0 – 1 yr.)	\$39,661.11	3.0%	3.0%	2.0%
Police Officer (1 – 2 yrs.)	\$42,879.36	3.0%	3.0%	2.0%
Police Officer (2 + yrs.)	\$55,427.27	3.0%	3.0%	2.0%

Effective the first full pay period of 2016:

Police Officer (0 – 1 year)	\$40,850.94
Police Officer (1 – 2 years)	\$44,165.74
Police Officer (2 + years)	\$57,090.09

Effective the first full pay period of 2017:

Police Officer (0 – 1 year)	\$42,076.47
Police Officer (1 – 2 years)	\$45,490.71
Police Officer (2 + years)	\$58,802.79

Effective the first full pay period of 2018:

Police Officer (0 – 1 year)	\$42,918.00
Police Officer (1 – 2 years)	\$46,400.53
Police Officer (2 + years)	\$59,978.85

33.02 Sergeants shall be paid ten (10%) percent above the highest police officer.

ARTICLE 34
MILITARY LEAVE

34.01 Any employee, who belongs to a reserve force of the United States, or of the State of Ohio and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States, or the State of Ohio, shall be granted leave of absence during the period of such activity.

34.02 Such leave shall not reduce the employee's seniority status, vacation, sick leave or other benefits.

34.03 The employee will be paid during the leave of absence for military service as required by law.

ARTICLE 35
LONGEVITY AND OTHER PAYS

35.01 Employees shall receive an annual longevity payment as follows:

<u>Completion Of A Minimum Of:</u>	<u>Payment Of:</u>
5+ years service	\$600.00
10+ years service	\$700.00
15+ years service	\$850.00
20+ years service	\$1,100.00

The longevity benefits shall be paid once per year on the employee's anniversary date of hire.

35.02 Employees shall receive an annual firearms qualification bonus of eight hundred dollars (\$800.00) to be paid the first pay period following departmental range qualifications as set by management.

35.03 FTO Pay - Training officers shall be awarded one (1) hour of comp time for each eight (8) hours spent training.

ARTICLE 36
MATERNITY LEAVE

36.01 Granting of maternity leave shall be issued to an employee becoming pregnant after six (6) months or more of service with the Employer. The starting date of maternity leave shall be at a reasonable time determined jointly by the employee and her supervisor. She will be reinstated with full seniority rights as if maternity leave had not been taken and will receive any increments in wage or other benefits negotiated in her absence and shall be paid at the step occupied at commencement of leave. She will be reinstated as prescribed herein provided she contacts the Board of Trustees or their representative within thirty (30) days after delivery and indicates her desire to return to work, and that she returns to work not more than ninety (90) days after delivery. Maternity leave shall be without pay.

36.02 Maternity leave will not affect the employee's right to the use of sick leave after completion of maternity leave for unassociated illness or injury.

36.03 The Employer will comply with the provisions of the 1993 Family and Medical Leave Act. Employees will not be required to exhaust accumulated sick leave where such would result in having less than forty (40) hours sick time banked. However, employees will otherwise be permitted (or required where lawful) to utilize sick time, vacation or other accrued time while on maternity leave.

36.04 The Employer, at its sole discretion, may allow an officer on maternity leave to work light duty if her doctor approves.

ARTICLE 37
OBLIGATION TO NEGOTIATE

37.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations 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.

37.02 Therefore, for the life of this Agreement, the Employer and the Union 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 of contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 38
CONFORMITY TO LAW

38.01 This Agreement shall be subject to and subordinate to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

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

ARTICLE 39
FITNESS FOR DUTY

39.01 Reasonable Cause. If the Township has a reasonable basis for believing that an employee cannot perform the essential functions of his position or poses a danger to himself or others, the Township may require an employee to submit to a physical or psychological examination by a doctor of the Township's choice and at the Township's expense.

39.02 Third-Party Determination. In the event of a finding that the employee is "unfit for duty," the employee shall have the right to submit a report of a doctor selected and paid by the employee which offers an opinion that the employee is "fit for duty." In the event of such submission by the employee, the Township and the employee shall agree upon a third doctor to make an independent evaluation. The opinion of the mutually selected doctor as to the employee's "fitness for duty" shall be final and binding upon both the Township and the employee.

39.03 Reasonable Accommodations. Should a final determination be made that an employee is "unfit for duty," the Township, the Union, and the employee will meet to determine if reasonable alternatives and/or accommodations can be made to retain employment with the Township. If no reasonable accommodation is mutually agreeable, then the employee will be placed on his paid leave until such leave is exhausted (concurrent with FMLA time), and then unpaid FMLA Leave (if still available) until exhausted, at which point, the employee would be subject to disability separation.

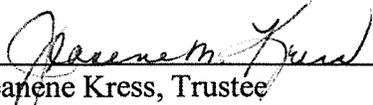
ARTICLE 40
TERM

40.01 The Agreement shall be in effect for an initial period commencing January 1, 2016, and ending December 31, 2018. Both parties agree to commence negotiations at least sixty (60) days, but not more than ninety (90) days prior to the termination date of this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto affix their signatures on this 9th day of March 2016.

For Olmsted Township



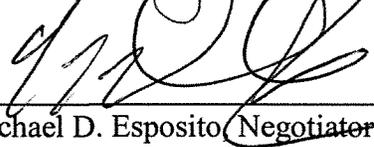
Jeanene Kress, Trustee



Sherri Lippus, Trustee
~~SHERI~~ LISA ZVER



Tiffany Fischbach, Trustee

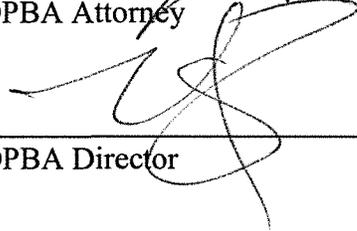


Michael D. Esposito, Negotiator

For the OPBA



OPBA Attorney



OPBA Director

SIDE LETTER
OPT-OUT ELMINATION / SETTLEMENT AGREEMENT

Section 1. Discontinued Payments/Wavier for Grievance Claim. The parties acknowledge that eligibility for opt-out payment receipt was suspended during the term of the parties' last agreement.

Section 2. Settlement Payments/Eligibility. In consideration for the waiver of the grievance with prejudice that could otherwise be pursued based on the aforementioned suspension and elimination of the language as part of this agreement, the parties agree that those bargaining unit members who are not currently covered by the Township's provided insurance shall receive the following monthly payments for so long as they are not covered by Township insurance. The monthly settlement payment shall be calculated as follows. Effective the first full month following ratification, any member of the bargaining unit who has waived health and medical insurance coverage in its entirety (including dental and optical), meaning that they are not covered on the Township health insurance plan, shall receive a monthly payment that is equal to twenty-five percent (25%) of what their monthly medical premium costs would have been, as required by Ohio Revised Code 505.603, had coverage been maintained through the Township. In order to qualify for the continued settlement payment, employees covered by this settlement must reaffirm their waiver in writing annually during the election period, and must provide proof of insurance coverage through another source to the Employer. Those employees who are eligible to receive settlement payments under this Side Letter shall continue to receive such payments so long as they are not receiving benefits provided for by Article 19 of the parties contract. If at any point benefits are provided under Article 19 after March 9, 2016, the employee shall not be eligible to continue to receive settlement payments under Section 2.

APPENDIX A
GRIEVANCE FORM

APPENDIX B
CONSENT AND RELEASE FORM FOR DRUG/ALCOHOL TEST PROGRAM

I acknowledge that I have received a copy of, have been duly informed, and understand the Police Department's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the Police Department's Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Employer.

I understand how drug/alcohol tests are collected and fully understand that these are medical tests that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the Police Department being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to the Police Department Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete a rehabilitation program successfully, or again test positive for drugs/alcohol within 2 years of completing an appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the Police Department.

Printed or typed name of employee

Signature of employee

Date