



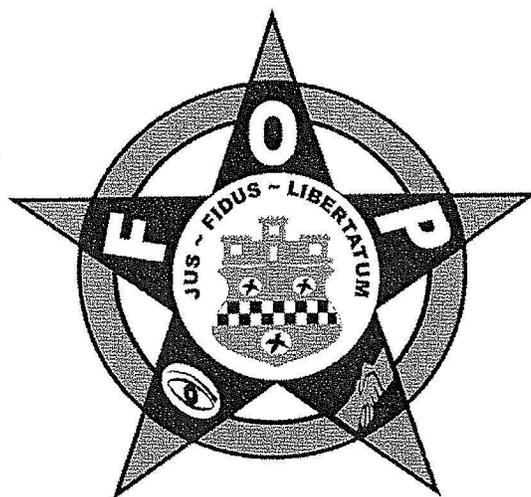
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

JACKSON TOWNSHIP BOARD OF TRUSTEES

AND



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

SERGEANTS

EFFECTIVE: September 1, 2012

EXPIRES: August 31, 2015

AS PREPARED BY:

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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. 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 Sergeant. All positions and classifications not specifically established as being included in the bargaining unit shall be excluded from the bargaining unit including the Police Chief, Major, Lieutenant, Patrol Officers and all other Bargaining Unit Members of Jackson Township.

ARTICLE 3 - DUES DEDUCTION

- Section 1.** 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.** 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.** 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.** 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, initiation fees, or assessments, and the FOP hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any Bargaining Unit Member arising from deductions made 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.** 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.** 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.** 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 certifies in writing by certified mail to the Employer and the FOP 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.** All current members of the bargaining unit who have completed their probationary period prescribed in this Agreement and all others members, current or new, upon completion of the probationary period shall at their option:
- A. Maintain membership in the FOP;
 - B. Become members of the FOP; or
 - C. Pay a fair share service fee to the FOP in an amount not to exceed the normal dues and in accordance with Ohio Revised Code Section 4117.09.

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 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, progressive discipline will normally be applied 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. Whenever the Employer determines that a non-probationary employee may be disciplined for just cause that could result in suspension, reduction, or termination, a pre-disciplinary hearing will be scheduled to give the employee an opportunity to offer explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written specification of the charges. The pre-disciplinary hearing, if any, shall be held in private and shall be completed within thirty (30) calendar days from the date the written specification of charges are given to the employee. Any discipline that is administered following the hearing shall be issued within forty-five (45) 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 fourteen (14) calendar days of the employees return.

The pre-disciplinary conference will be conducted by a supervisor who will be selected by the Chief or his designee. The employee may choose to:

Appear at the hearing to present oral or written statements in his/her behalf.

Appear at the hearing with an employee or non-employee representative of the FOP to present oral or written statements in his/her behalf.

Elect in writing to waive the opportunity to have a disciplinary hearing.

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

During the hearing, 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 as far in advance as possible, but no later than twenty-four (24) hours prior to the hearing. It is the employee's responsibility to notify witnesses that he desires their attendance at the hearing.

The employee and or his representative will be permitted to examine and or cross-examine all witnesses. The Employer 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 action may be appealed through the grievance and arbitration procedure. 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. 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. 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 INVESTIGATIONS

Section 1. A Bargaining Unit Member has the right to the presence of FOP representative at all disciplinary proceedings.

Section 2. 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 that his refusal to answer or participate will be the basis of such a charge.

- Section 3.** 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.** 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.** Any statement of charges filed against a Bargaining Unit Member by another police department member shall be in writing, signed by the charging officer and a copy of the charges provided to the charged Bargaining Unit Member within ten (10) days of filing.

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 two Bargaining Unit Member representatives 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. Two (2) Bargaining Unit Member members 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.
- 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:
 - A. Aggrieved Bargaining Unit Member’s names, address, and signature.
 - B. Aggrieved Bargaining Unit Member’s classification.
 - C. Date grievance was first discussed with the Lieutenant.
 - D. Date when grievant first became aware of grievance.
 - E. Person or persons to whom grievance is directed.
 - F. Description of incident giving rise to the grievance.
 - G. Articles and Sections of Agreement violated.
- 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) calendar 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.
 - A. The FOP has the right to decide whether to arbitrate any grievance.
 - B. 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 Lieutenant or his authorized replacement within ten (10) days of the occurrence of the facts giving rise to the grievance. The Lieutenant 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 Lieutenant 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 Lieutenant'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 be submitted to a disinterested third party for arbitration. No later than ten (10) working days after such notice is given, representatives of the Employer and the FOP shall attempt to mutually agree on an arbitrator who is State Employment Relations Board certified. If unable to agree within ten (10) working days after the notice to arbitrate is given, the Parties shall promptly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators who shall State Employment Relations Board certified, and the Parties will choose one (1) by the alternative strike method. Prior to striking names, either party may request that the list be rejected. If the parties are unable to choose an arbitrator within five (5) working days of receipt of the panel list or the panel list is rejected by either party, the Parties shall request the FMCS to submit another list of seven (7) arbitrators who are State Employment Relations Board certified, and selection of the arbitrator pursuant to the rules promulgated by the FMCS.
- 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 hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association. 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 discriminate against any Bargaining Unit Member(s) on the basis of race, religion, color, creed, national origin, age, sex, 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

Section 1. 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 - OVERTIME

Section 1. The work week for Bargaining Unit Members of the Jackson Township Police Department shall constitute forty (40) hours per week to be performed from 10:00 p.m., Friday to midnight the following Friday. A work day shall be eight (8) hours in a twenty-four (24) hour period beginning with the start of the employees regularly established shift. A work week 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 ½%) times the Bargaining Unit Member's regular hourly rate for any work exceeding more than eight (8) hours in a twenty-four (24) hour period. The regular hourly rate shall be the Bargaining Unit Member's annual base salary set forth in Article 19 of this Agreement divided by two thousand eighty (2,080) hours.

Section 2. 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. Compensatory time shall be available for bargaining unit members in one (1) hour blocks and may be taken with a forty-eight (48) hour notice and with permission of the Chief or his designee.

Section 3. Voluntary/ Mandatory Overtime

- A. Overtime given with 24 hours or more notice shall be given on a non-rotating seniority basis.
- B. Overtime given with less than 24 hours notice shall be given a non-rotating seniority basis of the Employees working the shifts preceding and following the affected shift with the exception that no officer shall work more than 12 consecutive hours in a day. Any overtime in excess of this exception shall be given under Part A above.

- C. All overtime that cannot be given pursuant to Parts A and B above, shall be required in accordance with non-rotating inverse departmental seniority.

Section 4. 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 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. All full-time Bargaining Unit Members of the Jackson Township Police Department shall receive 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. Christmas Day, the twenty-fifth day of December;
- K. Easter Sunday.

Section 2. A Bargaining Unit Member who is not required to work the designated holiday shall receive an additional eight (8) hours regular straight time pay for each designated holiday that falls in a particular pay period. A Bargaining Unit Member who is required to work on a designated holiday shall receive holiday pay and overtime pay (2 ½) for the first eight (8) hours worked and overtime pay (1 ½) for any additional hours worked beyond eight (8) hours for each designated

holiday that falls in a particular pay period. Holiday pay hours are not contemplated by the Overtime provision contained in Article 14 of this Agreement.

Section 3. 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 scheduled day before, day of, or the next scheduled day after the designated holiday, unless the employee documents to the Chief that special circumstances existed.

ARTICLE 16 - VACATION PAY

Section 1. 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. For the purpose of administering vacations, the workweek shall be Saturday through Friday, and all days included therein shall be deemed workdays.

Section 4. Anniversary date shall be the last date of full-time hiring by the Township.

Section 5. 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 6. 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 7. 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 8.** Vacations are scheduled in accordance with workload requirements of the department. The Bargaining Unit Member shall submit vacation requests by December 31 for the period of January 1st through the subsequent December 31st. Vacation requests made during this bidding period 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 9.** Annual vacation leave is earned during the time the Bargaining Unit Member is on active pay status. It is not earned while on unpaid fmla leave, unpaid leave of absence, unpaid military leave, or while working on a part-time basis.
- Section 10.** A Bargaining Unit Member may extend vacation with the approval of the Police Chief or his designee.
- Section 11.** 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 12.** 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.

ARTICLE 17 - SICK LEAVE

- Section 1.** 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. 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 2.** 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, grandchild, a legal guardian, or other person who stands in the place of a parent.

- Section 3.** Unused sick leave shall be cumulative without limit. 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 4.** 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.** The Employer may also 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).
- Section 6.** 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.** The Employer may, at any time, require that the Bargaining Unit Member submit to a medical examination in order to determine the Bargaining Unit Member's capability to perform the substantial and material duties of the Bargaining Unit Member's position; or to perform the duties of a position which the Bargaining Unit Member is reasonably suited to perform based on the Bargaining Unit Member's education, training, or experience. Such examination shall be conducted by a physician designated by the Employer. The Employer must supply the examining physician with facts relating to the perceived disabling illness, injury, or condition. Additional information may include: physical and mental requirements of the Bargaining Unit Member's position, duty statements, job classification specifications, and position descriptions. The cost of this medical examination shall be paid by the Employer.
- Section 8.** 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 9. Paid holidays the Bargaining Unit Member is not required to work falling during sick leave shall not be charged as sick leave time.

Section 10. 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 11. 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 12. 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, family medical leave, or absence documented by a physician or licensed practitioner 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 13. 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
45%	2,501 – 3,000 hours
50%	3,001 & above 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) work days in the event of the death of his mother, father, brother, sister, spouse, children, stepchildren, or grandchildren. The Bargaining Unit Member shall be entitled to a maximum of three (3) work days in the event of the death of his spouse's parents. The Bargaining Unit Member shall be entitled to a maximum of two (2) work days in the event of the death of his first aunt, first uncle, or grandparents. 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.

ARTICLE 19 - COMPENSATION

Section 1. The differential between the base compensation salary of a sergeant and the base compensation salary of the patrol officer with the highest base compensation salary shall be 16%.

Section 2. 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 any remaining days within the ninety (90) calendar day period from the date of the injury. The Employee must file for Workers' Compensation to be eligible for injury leave pay. 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. This entitlement will be reviewed after 520 hours. In order to be eligible for this salary continuation, the Employee must file for and be eligible to receive Workers' Compensation. Wage continuation will be discontinued when you do not provide proper documentation, you return to work, the maximum of 26 weeks has been reached, if a dispute arises regarding the cause or extent of disability, or if you are able to perform light duties available and you refuse.

Section 2. 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.

ARTICLE 22 - JURY DUTY LEAVE

Section 1. Any Bargaining Unit Member who is called for jury duty, either Federal, County, or Municipal, shall be paid his regular salary, less any compensation received from such court for jury duty as provided for in the Ohio Revised Code.

ARTICLE 23 - UNIFORM ALLOWANCE

Section 1. 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. Each Bargaining Unit Member shall have the option of converting up to \$500.00 of their credit allowance to cash in December of each year. A Bargaining Unit Member can also carry forward unused uniform allowance up to \$150.00 per year.

Section 2. The Employer shall provide each bargaining unit member with a bullet proof vest purchased from a recognized manufacturer. Bargaining unit members shall be allowed to select their own vest, taking into consideration the weapon they carry. Bargaining unit members that are issued vests must wear them while assigned to uniform patrol duties. All vests shall remain township property. Vests will be replaced pursuant to manufacturer's recommendation.

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 Lieutenant. The Bargaining Unit Member shall notify the Employer at least seven (7) 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.

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 B.

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 AND OTHER PAYS

Section 1. 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 of 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.

Section 2. Higher Rank Pay. Any Bargaining Unit Member who is assigned and performs the responsibilities of any higher rank within the Police Department shall receive overtime pay for each hour or increments thereof worked in the higher rank.

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 Township policy for travel to and from Jackson Township.

ARTICLE 28 - TRADING DAYS

Section 1. A Bargaining Unit Member can trade two eight-hour work shifts per month with another Sergeant with the approval of the Lieutenant and provided the Lieutenant is notified at least three (3) days prior to the traded shift.

Section 2. When mutually agreed upon with the Chief or his designee, the Bargaining Unit Member can work a shift other than the shift approved through Article 34 of this Agreement.

ARTICLE 29 - SENIORITY DEFINITION

Section 1. For the purpose of this Agreement, seniority shall be defined as total continuous service within rank in the Jackson Township Police Department except as set forth in Article 30 Section 1. 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.

Seniority is established first by rank and second by aggregate time served in rank. Where a conflict occurs because of identical service or date of appointment, the member with the highest score on the promotional list from which the appointments were made, is deemed to be senior.

For vacation purposes, seniority shall be determined by the bargaining unit members' date of service as listed in Section 1.

Section 2. 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 one (1) year, 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 3. The above definition of seniority is applicable only where seniority is specifically referenced in this Agreement.

Section 4. The Employer shall post a seniority list once per calendar year or as updated.

ARTICLE 30 - LAYOFF PROCEDURES

Section 1. In the case of layoffs, layoffs shall follow a schedule of inverse seniority. The last hired as a full time police officer with the Jackson Township Police department, first laid off.

- Section 2.** Any employee who receives a notice of layoff shall have five (5) calendar days following receipt, in which to exercise his or her right to bump any less senior employee in a patrol officer classification within the Police department.
- Section 3.** 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 4.** 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 5.** 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 6.** 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.
- Section 7.** Non bargaining unit members of the police department may bump into this bargaining unit from higher ranking units. Such non-bargaining unit employee shall have five (5) calendar days following receipt of a notice of layoff in which to exercise this right to bump. Any non-bargaining unit member shall only have full time service within the bargaining unit counted when determining seniority for layoff and bumping purposes within this Agreement.

ARTICLE 31 - 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 32 - DRUG SCREENING

Section 1. Purpose and Scope

Drug Screening will be implemented in a consistent, nondiscriminatory manner. All Bargaining Unit Members will be provided a copy of the contract prior to implementation and will be provided information concerning the impact of the use of alcohol or drugs on job performance. Bargaining Unit Members shall be trained to recognize the symptoms of drug abuse, impairment and intoxication.

All Bargaining Unit Members will be informed of the causes for testing, how well the tests perform and what tests will be conducted. All Bargaining Unit Members must sign an acknowledgment form indicating receipt. No Bargaining Unit Member shall be tested until this information is provided to all Bargaining Unit Members.

Section 2. Definitions

Alcohol means alcohol or any beverage containing more than one-half (1/2) of one percent (1%) 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 1 through 5 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 Bargaining Unit Member conduct and documented in writing, that an Bargaining Unit Member is exhibiting aberrant or unusual on duty behavior which is the type of behavior that is recognized and accepted as a symptom of intoxication or impairment caused by controlled substances or alcohol and is not reasonably explained as a result of other causes such as fatigue, side affects 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 Bargaining Unit Member'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 Bargaining Unit Member's situation, and make recommendations concerning education, treatment, follow-up and aftercare, if necessary, and schedule unannounced follow-up testing once the Bargaining Unit Member 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 you 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.

Section 3. Tests; Other Requirements: Drug Screening covers the following type tests:

- A. Reasonable suspicion

- B. Post-accident
- C. Return to Duty
- D. Follow-up Testing
- E. Random

No alcohol may be consumed within four (4) hours of performing the Bargaining Unit Member's duties.

Section 4. Random 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 bargaining unit employees.

A. All bargaining unit employees 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 employee to disqualification and discipline, up to and including discharge.

B. 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.

C. 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.

D. Each bargaining unit employee 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. If test results are negative, all documentation other than that required by Federal Regulations regarding the testing will be destroyed.

J. 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 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 107 with the opportunity for rehabilitation and consultation.

Section 5. Post Accident - If a Bargaining Unit Member 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 Bargaining Unit Members 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 Chief of Police or his designee provided that he was not 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 a test within eight (8) hours shall be deemed a refusal.

The Bargaining Unit Member shall not ingest any alcohol or drugs until testing has been completed.

Implementation Procedures

- A. Any driver involved in a reportable accident as defined in Section 4, shall notify the Chief of Police or his designee 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 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 Chief of Police or his designee will be responsible to see that the Bargaining Unit Member knows he 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, Bargaining Unit Members shall be required to sign a form acknowledging testing and to sign for chain-of-custody. Failure or refusal to sign the acknowledgment 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 results from the MRO. The Township shall retain a copy of the letter from a Bargaining Unit Member requesting a retest of the original sample.

Section 6. Procedures for Reasonable Suspicion Testing - Reasonable suspicion testing shall be required when a trained supervisor suspects that a Bargaining Unit Member 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.

A Bargaining Unit Member who is suspected of using a prohibited substance shall be administered a drug and/or alcohol test. NOTE: A Bargaining Unit Member 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 a Bargaining Unit Member is unfit for duty because he 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 duty must:

- A. Prohibit the Bargaining Unit Member from working or continuing to work.
- B. Transport the Bargaining Unit Member, 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 Bargaining Unit Member's residence or a place selected by a relative or friend of the Bargaining Unit Member.
- C. Prepare appropriate documentation and take appropriate disciplinary action.
- D. Supervisors are prohibited from demanding or encouraging drug or alcohol testing that does not follow the guidelines established in this Article. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit appropriate disciplinary action which could include discharge.
- E. The Supervisor shall call the Administrator. If unavailable, he shall call the Law Director.
- F. The Supervisor shall call a Union representative.

- G. If the Bargaining Unit Member refuses to submit to the test, warn the Bargaining Unit Member that he may not return to his covered position until he passes a test, and explain to him that a refusal to test is considered a positive test.
- H. The Township or supervisor cannot be expected to determine whether a Bargaining Unit Member 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.
- I. There are some behaviors, which suggest the possibility of an abuse problem. The presence of one of these behaviors probably does not mean the Bargaining Unit Member has a problem; the presence of several suggests that the Bargaining Unit Member 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 driving.
 - 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 Bargaining Unit Member, coworkers, and/or clients or any situation that a Bargaining Unit Member is not working responsibly.

Section 7. Testing Procedure - After a Bargaining Unit Member has been ordered to submit to drug testing for cause, the Bargaining Unit Member shall be provided an FOP/OLC representative to accompany the Bargaining Unit Member and the Supervisor to the testing site. The Bargaining Unit Member may release the FOP/OLC representative if he desires. The Union may designate names of members to be used for the purpose of representation during drug screening. If a designated Union representative cannot be reached or is not available to accompany a Bargaining Unit Member for such screening in a reasonable amount of time, the Employer shall not be prevented from requiring a Bargaining Unit Member to submit to a drug screen.

The following test procedure shall apply to all Bargaining Unit Members:

- A. Urine specimens shall be collected at the approved laboratory as stated below in Section D, or at an accredited medical facility when necessary after an accident.
- B. A Union representative, if available, shall be allowed to accompany the Bargaining Unit Member to the test and observe collection, bottling and sealing of the specimen. The Bargaining Unit Member 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 time.
- C. All specimen containers, vials or bags used to transport the samples shall be sealed with evidence tape and labeled in the presence of the Bargaining Unit Member and/or Union representative, if present.
- D. The testing shall be done by a laboratory certified by HHS under the National Laboratory Certification Programs.

The Union and the Township may choose the laboratory to be utilized for toxicology testing on a yearly basis.

- E. 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 Delte-THC	15 ng/ml G-MS
Cocaine Metabolites	150 ng/ml Metabolites	100 ng/ml G-MS
Opiates Metabolites Codeine/Morphine	2000 ng/ml	2000 ng/ml G-MS
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	

- F. 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.
- G. Upon receipt of a test indicating levels above those identified above the test will be considered a "positive" test.
- H. If the Township receives a verified adulterated or substituted drug test result, the Township will consider such a refusal to test.
- I. 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.
- J. 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 Bargaining Unit Member within 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 bargaining unit member 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.
- K. 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 5 days, obtain an evaluation from a licensed physician selected and paid for by the Township.

Section 8. 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 Bargaining Unit Member 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 Bargaining Unit Member and the Union shall be given a copy of the laboratory report of the specimen sample before discipline is administered. The Bargaining Unit Member, 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 Bargaining Unit Member to have a second test performed shall not be used against the Bargaining Unit Member as a basis for discipline or in an arbitration proceeding. For a first offense (alcohol over .04, drug any positive test) a Bargaining Unit Member 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, a Bargaining Unit Member will be subject to discipline up to and including discharge.

If a Bargaining Unit Member who has tested positive for drug or alcohol abuse is referred to an inpatient or outpatient treatment program, said Bargaining Unit Member 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 Bargaining Unit Member shall be permitted to work provided the recommended treatment program does not prevent the Bargaining Unit Member from working. Work continuation is dependent upon documentation of the Bargaining Unit Members continued, successful participation in the recommended after care programs.

Bargaining Unit Members who follow all 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 Bargaining Unit Member is subject to unannounced testing that consists of at least six (6) tests in the first twelve months following the Bargaining Unit Member's return to duty. Based on the recommendation of the SAP, the Township may continue follow-up testing for an additional two (2) years. Neither the employee, Township or Union may request a second SAP evaluation.

Section 9. Voluntary Assistance - Bargaining Unit Members 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.

Section 10. Supervisor Training - Supervisors shall be trained:

- A. To recognize the symptoms of drug abuse, impairment and intoxication and to identify the elements of determination of reasonable suspicion.
- B. To effectively and appropriately intervene in reasonable suspicion instances.
- C. To identify basic categories of drugs and their effects.
- D. To understand the methods contained herein.
- E. To effectively and appropriately document reasonable suspicion cases.
- F. To implement disciplinary measures appropriately.

Section 11. 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 Union and conforms to Federal regulatory requirements. 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.

Section 12. 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 SAMSHA.

Section 13. Substance Abuse Professional (SAP) - SAP duties and determinations will fully comply with the Mandatory Guidelines for Federal Workplace Drug Testing programs issued by SAMSHA.

Section 14. 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.

Section 15. 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.

Section 16. Collection Agency - The Collection Agency shall have qualified collection site personnel and shall follow DOT collection procedures as set forth in Title 49 CFR Part 40 as it may be amended from time to time.

Section 17. Bargaining Unit Member Assistance Program - The only obligation the Township has to the Bargaining Unit Member is that the Township refers the Bargaining Unit Member 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.

Section 18. 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.

Section 19. 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 33 - 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 34 - SHIFT SELECTION

Section 1. Bargaining Unit Members shall select their shift (and the Chief shall select the accompanying days off) by rank seniority. The Chief of Police or his designee shall post shift selection schedule on the bulletin board on the first day of December and the first day of June of each calendar year of this Agreement for the purposes of determining availability of shifts for each of the four (4) regularly worked by sergeants which are known as:

Day Shift
Fill in Shift
Afternoon Shift
Midnight Shift

The shift selection schedule will be based upon a quarterly rotation with the

bidding occurring twice per year. The quarterly shift selection will begin with the first Saturday in January, April, July and October.

- Section 2.** The most senior sergeant shall select his preferred shift followed by the next most senior sergeant until all sergeants have selected a shift and days off by rank seniority.

ARTICLE 35 - PROMOTIONS

- Section 1.** If a promotional test has been previously given for a position and an eligibility list has been established; and if the Township determines to fill the position, it must be filled with one of the top five names from that list, if at least five people have taken the test. The Board of Trustees reserves the right to test for each new vacancy and promotion.

- Section 2.** The only purpose of the within procedure is to provide information to the Board of Trustees in the exercise of their discretion pursuant to ORC Section 505.49 to “adopt rules necessary for the operation of the township police district, including a determination of the qualifications of . . . patrolmen, and others to serve as members of the district police force” and “determine the number of patrolmen and other personnel required for the district, and establish . . . conditions of employment for the employees of the township police district” and ORC Section 509.01(A) “to designate any qualified persons as police constables” and in the exercise of their discretion pursuant to the ORC Chapter 504, in their sole determination of what, if any, persons will be appointed and/or promoted to the position of full time lieutenant. The Board of Trustees do not intend that the establishment of the following informational procedure will in any manner affect or modify the statutory authority granted to them by the ORC Sections 505.49, 509.01, ORC Chapter 504 or other law or delegates any of the such authority to any person.

- Section 3.** Those individuals, who will have completed a minimum of five years full time service from the date of their full time appointment as of date of this notice of examination and have completed their probationary period as a Sergeant with the Jackson Township Police Department shall be eligible to participate in the promotional process.

- Section 4.** The method of selection of person(s) to fill full time lieutenant vacancies within the police department shall be by the following procedures.

STEP 1 - Application.

- A. An application shall be obtained from the Chief’s office.

- B. The application is to be completed and returned to the Chief within 10 days of the posting of the opening or upcoming written examination.

STEP 2 - Applicants will be required to take a written examination.

- A. Subject material and knowledge to be evaluated in the written exam consists of the following: General knowledge, operations within the police department, Rules and Regulations, policy procedures and bargaining unit contractual references.
- B. Only those candidates who have obtained at least a score of 70 on the written knowledge test shall be permitted to continue in the selection process.
- C. The testing authority will notify the management team of the officers that pass the examination without revealing actual test scores until the management team evaluation is complete.

STEP 3- Credit for Years of Employment.

.32 points shall be added to the written test score for each full year as a full time patrol officer with Jackson Township.

STEP 4 - Management Team Evaluation.

- A. An evaluation of all remaining candidates will be done by the Management Team. The Management Team will consist of three members of higher ranking officers (Lieutenant or above) selected by the Employer.
- B. A maximum of 10 points shall be awarded in the evaluation. Items to be considered by the team:
 - 1. Two most recent evaluations.
 - 2. Education/specialized training.
 - 3. Interpersonal/leadership abilities.
 - 4. Attitude/initiative.
 - 5. Department record.
 - 6. Decision making abilities.

STEP 5 All applicants will be notified in writing of their written test score and points awarded for years of service and the management team evaluation. This notification will include their position on the eligibility list.

STEP 6 For each position vacant, five officers will be considered in order of ranking. should an officer be promoted, terminate his employment or withdraw his name from the eligibility list, the officers remaining, which are below the officer removed or selected, shall move forward in ranking.

- A. The Jackson Township Board of Trustees, using the information gathered through the above processes and exercising the authority and sole discretion granted to them described in Section 2 of this notice, which is incorporated herein, will establish an eligibility list specifying the order in which candidates will be considered for appointment to vacancies existing within the full time lieutenant rank. The Trustees will appoint and/or promote persons to the lieutenant's position, within their sole determination and discretion, in accordance with authority granted to them by ORC Sections 505.49, 509.01 and ORC Chapter 504 as described in Section 2 of this Article.
- B. The eligibility list shall be active for two years from its official posting date as issued by the Jackson Township Board of Trustees.

ARTICLE 36 - FAMILY MEDICAL LEAVE

Section 1. Family Medical Leave. An employee who has been employed for at least twelve (12) months by the Board prior to beginning a leave and has worked at least 1250 hours during the twelve (12) month period immediately before the date the leave would begin shall be granted up to twelve (12) weeks of unpaid leave during any twelve (12)-month period for any of the following reasons:

- A. birth or adoption of a child, or placement of a foster child;
- B. to care for a spouse, dependent child or parent who has a serious health condition as defined by the Family Medical Leave Act; or
- C. a serious personal health condition as defined by the Family Medical Leave Act that makes the employee unable to perform his or her job.

Section 2. The Board will measure the twelve (12) month period as a rolling twelve (12) month period measure backward from the date an employee uses any leave under this Article. Each time an employee takes leave, the Board will compute the amount of leave the employee has taken under this Article during the previous twelve (12) months and subtract it from twelve (12) weeks of available leave.

Section 3. An employee's request for family medical leave must be supported by proper documentation. This documentation will include a statement by the attending physician which includes the date on which the serious health condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, a statement that the employee is unable to perform his

position or the employee is needed to care for the spouse, dependent child, or parent. The employee must also provide medical certification when they are able to resume work. If there is a disagreement regarding whether the employee suffers from a serious health condition or is able to return to work, the Employer may secure a second opinion from a physician selected and paid for by the Employer.

Section 4. In order to utilize family medical leave, the employee must give a minimum of thirty (30)-days notice before the intended date of the leave, except for bona fide emergencies. Emergencies necessitating less than a thirty (30)-day notice shall be documented by the attending physician's statement that an unforeseen emergency did exist.

Section 5. During family medical leave periods, the Employer will continue to pay the health insurance premium. Any share of health insurance premiums that had been paid by the Employee prior to family medical leave must continue to be paid by the Employee during the family medical leave period. If family medical leave is substituted paid leave, the Employee's share of premiums shall be paid by the method normally used during any pay period. If family medical leave is unpaid, the Employee must make payment of his or her share of the premiums to Jackson Township on the first pay date of each month (same schedule as payment made under a COBRA). If the Employee does not return to work after the expiration of family medical leave, the Employee will be required to reimburse the Employer for payment of health insurance premiums during the family medical leave, unless the Employee does not return because of the presence of a serious health condition which prevents the Employee from performing his/her job or circumstances beyond the control of the Employee.

Section 6. 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.

Section 7. If both a husband and wife are employed by the Employer, they may be jointly entitled only to a total, combined twelve (12)-week period for family medical leave, excluding their own serious health condition.

ARTICLE 37 - PENSION

- Section 1.** Effective January 1, 2004, the Township shall no longer pay on behalf of each member of the bargaining unit a total of nine percent (9%) of the member of the bargaining unit's contribution to the OPERS-LE. The member shall be responsible for the payment of his/her entire legally designated share of the pension contribution.
- Section 2.** The Township shall convert the nine percent (9%) employer pickup to a rate of nine percent (9%) to be added to the employee's rate of pay effective January 1, 2004.
- Section 3.** 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 4.** 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.
- Section 5.** The Township has agreed to the provisions of this Article based upon agreement by the Union to the reduction by one (1) week of vacation accrual for all members of the bargaining unit provided in Article 16 of this Agreement.

ARTICLE 38 - 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 39 - EXTRA DUTY

In order to be eligible for extra-duty employment, Officers must be on vacation, personal leave, compensatory time or regular scheduled time off.

When scheduling for extra-duty assignments that are of an ongoing nature, the Chief or his designee shall post the jobs which will be bid in order of departmental seniority (from the date of full time appointment). Full time Union Members (Lieutenants, Sergeants and Patrol Officers) will be given first right of refusal on all jobs. Any remaining jobs will then be offered to other non-union members.

Extra duty details that are requested with less than 72 hours notice shall be posted by the Chief or his designee, and will be filled on a first come first serve basis.

Determinations regarding acceptance of extra duty employment opportunities shall rest with the Township.

ARTICLE 40 - 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 41 - DURATION AND EFFECT OF AGREEMENT

Section 1. This Agreement shall be effective September 1, 2012, and shall remain in full force and effect until August 31, 2015.

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 certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

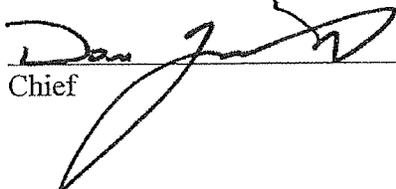
Section 3. This Agreement constitutes the entire Agreement between the Employer and the FOP.

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 23 day of October, 2012.

FOR THE TOWNSHIP



Chief



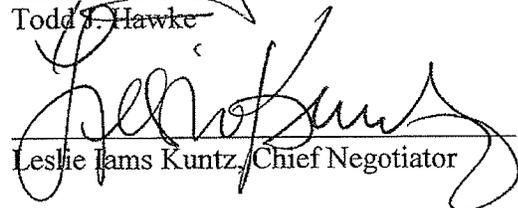
James N. Walters



John E. Pizzino

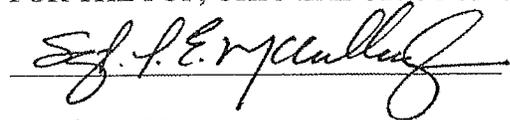


Todd J. Hawke

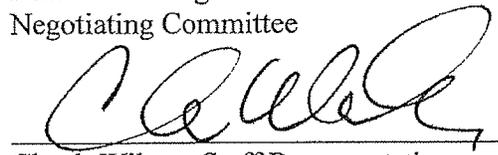


Leslie James Kuntz, Chief Negotiator

FOR THE FOP, OHIO LABOR COUNCIL



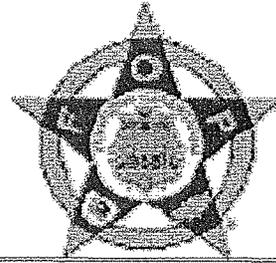
Member of Sergeants
Negotiating Committee



Chuck Wilson, Staff Representative
Negotiating Committee

ATTACHMENT 1 – GRIEVANCE FORM

FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.
 222 EAST TOWN STREET
 COLUMBUS, OH 43215-4611
 (614) 224-5700
 FAX (614) 224-5775
 1-800-FOP-OLCI



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, dates, 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

ANSWER IS: Accepted _____ Rejected _____

STEP TWO if applicable

Received by _____ Date and time _____
Respondent Name and Title

Date of meeting _____ Time _____ Place _____

Step two response _____

Name and Title Date and Time

Received by _____ Date and Time

Grievant

ANSWER IS: Accepted _____ Rejected _____

STEP THREE if applicable

Received by _____ Date and time _____

Respondent Name and Title

Date of meeting _____ Time _____ Place _____

Step three response _____

Name and Title Date and Time

Received by _____ Date and Time

Grievant

ANSWER IS: Accepted _____ Rejected _____

STEP FOUR if applicable

Received by _____ Date and time _____

Respondent Name and Title

Date of meeting _____ Time _____ Place _____

Step four response _____

Name and Title Date and Time

Received by _____ Date and Time

Grievant

ANSWER IS: Accepted _____ Rejected _____

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

Signature

ATTACHMENT 2 – Request for Leave

Name: _____

Department: _____

I hereby apply for _____ hours leave from _____ to _____ incl.

Days off included within the Vacation or Sick Leave _____

Automatic holiday within the Vacation or Sick Leave _____

FOR THE FOLLOWING REASON:

_____ Medical, Dental or Optical examination or treatment

_____ Personal illness or injury

_____ Work-related injury or illness? _____ Yes _____ No

If yes, has BWC paperwork been filed? _____ Yes _____ No

_____ Serious illness or injury in immediate family _____ (Relationship)

_____ Funeral _____	_____	_____	_____
	Name of Deceased	Relationship	Date

_____ Leave without pay

_____ Jury Duty _____ Court _____ Date _____

_____ Military: _____ With Pay _____ Without Pay _____

_____ Vacation

_____ Compensatory Time

_____ Personal Leave

_____ Time Clock - No Punch: _____

_____ Other: _____

Is this an absence per FMLA? _____ Yes _____ No

If yes, please provide the appropriate documentation.

I certify that this is a true and complete statement.

Signature of Employee

SUPERVISOR CERTIFICATION:

_____ Approved

_____ Disapproved

Supervisor

ATTACHMENT 3 – MEDICAL STATEMENT

As a duly qualified practitioner of medicine, I certify that the use of sick leave for,

_____, is justified, (in my opinion).
(Employee's Name)

_____ The employee was under my professional care.

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

I hereby certify that, _____, was under my professional care for

(Patient's Name)

the Treatment of, _____, from _____

(Illness)

(Date)

through _____.
(Date)

Signature of Physician

Date

Physician's Name (Printed)

Address

City State Zip Code

ATTACHMENT B – INSURANCE

Section 1 The parties agree to establish a Health Care Cost Containment Committee. The committee shall consist of thirteen (13) members. Six (6) of such members shall be union representatives, one (1) from each of the Township's six (6) departments that have bargaining units (i.e., police patrol, police sergeants, police lieutenants, fire, clerical, & highway). These members shall be selected at the sole discretion of the bargaining unit to represent their respective units. Six (6) 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 thirteen (13) 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 = \$1,050.00

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.

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

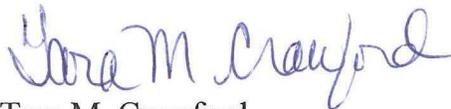
IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 12-MED-05-0553
EMPLOYEE ORGANIZATION,	}	(Sergeants)
	}	
and,	}	
	}	
JACKSON TOWNSHIP TRUSTEES,	}	
EMPLOYER.	}	
	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Ms. Leslie Iams Kuntz
likuntz@kwgd.com