

MIAMI TOWNSHIP BOARD OF TRUSTEES

AND

**FRATERNAL ORDER OF POLICE OF OHIO, INC.
(OHIO LABOR COUNCIL, INC.)**

COLLECTIVE BARGAINING AGREEMENT

MARCH 1, 2007 – FEBRUARY 28, 2010

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TABLE OF CONTENTS

	<u>Page</u>
Preamble	1
Article I, General Provisions	1
Section 1, Purpose	1
Section 2, Cooperation	1
Section 3, Application	1
Article II, Recognition and Coverage	1
Section 1, Recognition	1
Section 2, Coverage	2
Article III, Union Membership	2
Section 1, Union Membership	2
Section 2, Check-off	2
Section 3, New Hires	2
Section 4, Fair Share Provision	2
Section 5, Bona Fide Religious Exemption	2
Article IV, Management Rights	3
Section 1, Management Reserved Rights	3
Section 2, Personnel Manual, SOP Manual, Amendments	4
Article V, Work Rules	4
Section 1, Creation of Rules	4
Section 2, Time Requirements	4
Article VI, Representation	4
Section 1, Consultation	4
Section 2, Associates	4
Section 3, Limited Authority	5
Article VII, Union Representation/Discipline and Hearing	5
Section 1, Union Representation	5
Section 2, Investigation	6
Section 3, Discipline	6
Section 4, Time Limits	6
Section 5, Discipline Considerations	6
Section 6, Demeanor	6
Section 7, Pre-Disciplinary Hearing	6
Section 8, Investigative Questioning	7
Section 9, Use of Conference Room	7
Section 10, Unfounded Complaint	7

Article VIII, Grievances	7
Section 1, Definition	7
Section 2, Initiation of Grievance	8
Section 3, Grievance Adjustment	8
Section 4, Procedure and Time Limits	8
Section 5, Non-Applicability of Statutory Procedure	9
Article IX, No Strike/No Lockout	9
Section 1, Prohibition Against	9
Section 2, Notification and Relief	9
Section 3, Unauthorized Strike	9
Section 4, Wage Reduction	9
Section 5, Penalties	9
Article X, Personnel Files	10
Section 1, File Examination	10
Section 2, Rebuttal	10
Section 3, Status of Discipline	10
Section 4, Public Records Request	10
Article XI, Performance Evaluation	10
Section 1, Evaluation Process	10
Section 2, Employee Comments	11
Section 3, Grievance Rights	11
Section 4, Frequency of Evaluation	11
Article XII, Probationary Period	11
Section 1, Probation Period	11
Section 2, Grievance Rights	11
Section 3, Probation Period Notification	11
Article XIII, Hours of Work	11
Section 1, Normal Work Hours	11
Section 2, Overtime	12
Section 3, Overtime Lists	12
Section 4, Compensation for Mandated and Voluntary Training	12
Section 5, Pay for Working a Holiday	13
Section 6, Compensatory Time	13
Section 7, Use of Compensatory Time	13
Section 8, Buy-Back of Compensatory Time	13
Section 9, Call-in Pay	13
Section 10, Phone and Pager Requirement	13
Section 11, Shift Trades	14
Section 12, Payroll Equalization	14
Section 13, Educational Incentive Pay	14
Section 14, Tuition Reimbursement	15

Section 15, Specialty Compensation	15
Article XIV, Subcontracting and Job Content	16
Section 1, Job Content	16
Section 2, Subcontracting	16
Section 3, Job Descriptions	16
Section 4, Annexation	17
Section 5, Merger	17
Article XV, Seniority	17
Section 1, Definition	17
Section 2, Seniority Date	17
Section 3, Termination of Seniority	17
Section 4, Retention of Seniority	18
Section 5, Continued Health Insurance Coverage	18
Section 6, Extension of Time Limits	18
Section 7, Seniority Related to Staffing Needs	18
Article XVI, Layoffs	18
Section 1, Layoff Procedure	18
Section 2, No Bumping/Retaining Seniority	19
Section 3, OPOTA Certification	19
Article XVII, Job Vacancies	19
Section 1, Adherence to Process	19
Section 2, Filling a Job Assignment Vacancy	19
Section 3, Return to Previous Position	19
Section 4, Temporary Transfer	19
Section 5, Competitive Evaluation	20
Section 6, Detective Assignment	20
Article XVIII, Holidays, Personal Leave Days, Vacations	20
Section 1, Holidays	20
Section 2, Personal Leave Days	21
Section 3, Accrual of Vacation	21
Section 4, Hours Earned	21
Section 5, Accumulation of Vacation	22
Section 6, Pre-approved Vacation	22
Section 7, Unreasonable Denial of Vacation	22
Section 8, Approved Use of Vacation	23
Section 9, Conversion of Vacation at Termination of Employment	23
Section 10, Conversion of Vacation when Changing Work Schedules	23
Article XIX, Sick Leave	23
Section 1, Accrual	23

Section 2, Accrual Rate	23
Section 3, Accumulation	24
Section 4, Verification/Approved Uses	24
Section 5, Doctor's Certification Required	24
Section 6, Fitness for Duty Evaluation	25
Section 7, Reporting Requirement	25
Section 8, Conversion	25
Section 9, Receipt of Other Benefits	26
Section 10, Administrative Transfer to Vacation	26
Section 11, Sick Leave Abuse	26
Article XX, Injury Leave	27
Section 1, Eligibility	27
Section 2, Written Request	27
Section 3, Benefits	27
Section 4, Compensation	27
Section 5, Supplemental Compensation	27
Section 6, Charged to Leave	27
Section 7, Physician Certification	28
Section 8, Separation of Injuries	28
Section 9, Denial of Supplemental Leave	28
Section 10, Benefits Maintained	28
Section 11, Return From Injury Leave	28
Section 12, Job Assignment	28
Section 13, Continued Seniority	28
Section 14, Physician Examination	28
Section 15, Injury Leave Approval Process	28
Section 16, Reports Required	28
Section 17, Extension of Leave	28
Article XXI, Funeral Leave	29
Section 1, Number of Days	29
Section 2, Definition of Immediate Family	29
Section 3, Chief's Discretion	29
Article XXII, Military and Family Medical Leave	29
Section 1, Military Leave	29
Section 2, Family Medical Leave Act	30
Article XXIII, Health and Safety	30
Section 1, Safe Work Practices	30
Section 2, Cooperation Between Employer and Union	30
Section 3, Minimum Manpower	30
Section 4, Safety Hazards/Unsafe Equipment	30

Article XXIV, Uniforms and Equipment	30
Section 1, Original Issue Uniforms	30
Section 2, Original Issue Equipment	30
Section 3, Non-Uniform Positions	31
Section 4, Repair/Replacement of Personal Property	31
Section 5, Footwear	31
Article XXV, Bulletin Boards	31
Section 1, Bulletin Board Space	31
Article XXVI, Jury Duty and Court Appearance	31
Section 1, Jury Duty	31
Section 2, Court Appearance Compensation	32
Section 3, Employee Responsibilities	32
Section 4, Miscellaneous Expenses	32
Section 5, Time Stamp Requirement	32
Article XXVII, Health and Life Insurance	33
Section 1, Health Insurance	33
Section 2, Life Insurance	33
Article XXVIII, Wages	33
Section 1, Wage Schedule	33
Section 2, Officer-In-Charge Pay	33
Section 3, Hire-in Rate	33
Section 4, Longevity Pay	34
Article XXIX, Non-Discrimination	34
Section 1, No Discrimination	34
Section 2, No Interference	34
Section 3, No Conflict	35
Article XXX, Separability and Savings	35
Section 1, Invalid Articles and Sections	35
Section 2, Effect of Laws	35
Article XXXI, Entire Agreement	35
Article XXXII, Transfer of Personnel	36
Article XXXIII, Drug and Alcohol Testing	36
Article XXXIV, Duration	37
Signature Page	37

Appendix A- Wage Rates	38
Appendix B – Pager Language	40
Section 1, Issue of Departmental Pagers	40
Section 2, Wear of Issued Pager	40
Section 3, Use of Issued Pager	40
Section 4, Care and Trouble Reporting	41
Section 5, Pager Range and Reporting When Out of Pager Range	41
Appendix C – Drug and Alcohol Testing Policy	42
Section 1, Policy Statement	42
Section 2, Definitions	42
Section 3, Work Rules	44
Section 4, Reasonable Suspicion Drug and Alcohol Testing	44
Section 5, Just Cause and Post-Accident Testing	46
Section 6, Alcohol Testing Procedures	46
Section 7, Drug Testing Procedures	47
Section 8, Consequences	51
Section 9, Confidentiality	52
Section 10, Voluntary Request for Assistance	52
Section 11, Frequency of Random Testing	53
Section 12, Employee Assistance Program	53

PREAMBLE

This Collective Bargaining Agreement (hereinafter "Agreement") effective March 1, 2007, is entered into between the Miami Township Board of Trustees ("Employer"), and Fraternal Order of Police of Ohio, Inc. (Ohio Labor Council, Inc.) ("Union").

ARTICLE I **General Provisions**

Section 1. Purpose. This Agreement sets forth the agreement between the Employer and the Union, which represents certain employees in the Miami Township Police Department, as to matters pertaining to their wages, hours or terms and other conditions of employment.

Section 2. Cooperation. The parties to this Agreement recognize the important public service here involved. The parties mutually recognize the responsibility of both the employees and the Employer to the public, requires that any disputes arising between the employees and the Employer be adjusted and settled in an orderly manner without interruption to such service to the public. To these ends, the Employer and the Union agree to encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels among all employees.

Section 3. Application. The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein, without otherwise being qualified or described, refers to all employees in the bargaining unit.

ARTICLE II **Recognition and Coverage**

Section 1. Recognition. The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters pertaining to wages, hours, terms and other conditions of employment during the term of this Agreement, and any continuation or modification thereof, for the employees in the Miami Township Police Department in the bargaining unit as set forth in the certification issued on December 1, 1988, by the State Employment Relations Board in Case No. 88-REP-06-0138 as follows:

Included: All full-time police officers below the rank of Sergeant.

Excluded: Chief, sergeants and above, dispatchers and all other employees.

The Employer will not recognize any other person or organization as the collective bargaining representative for any employees within the bargaining units referenced above.

Section 2. Coverage. The Union will not seek to include in the bargaining units any person excepted from the definition of "Public Employee" under Chapter 4117 of the Ohio Revised Code nor will it seek to apply this Agreement to other individuals employed by Miami Township unless agreed to by order of the State Employment Relations Board.

ARTICLE III **Union Membership**

Section 1. Union Membership. All employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing. All employees hired after the effective date of this Agreement may become and remain members in good standing. A member in good standing is defined as an employee who tenders the periodic dues uniformly required as a condition of acquiring and maintaining membership in the Union.

Section 2. Check-off. Any employee who is a member of the Union or who has applied for membership, may sign and deliver to the Employer an original assignment in a form to be prescribed by the Union and consistent with State law authorizing deductions of membership dues in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the Employer shall deduct such dues from the salary check of said employee each month. The amounts deducted shall be transmitted within ten (10) working days to the Union.

Section 3. New Hires. The Employer will notify the Union of all new hires, within the Police Department bargaining unit covered by this bargaining agreement, fifteen (15) days prior to the commencement of employment, furnishing the Union with the new employee's name and the position for which the employee was hired. Unless emergency or other unforeseen conditions prevent the giving of notice, the Employer will notify the Union prior to commencement of employment that it intends to hire "seasonal" or "casual" employees as defined by Chapter 4117 of the Ohio Revised Code.

Section 4. Fair Share Provision. It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This obligation shall commence upon the successful completion of the probationary period or sixty (60) days following the beginning of employment, whichever is less, or sixty (60) days after the effective date of this contract, whichever is later.

This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

Section 5. Bona Fide Religious Exemption. Any employee who is a member of a church or religious tenants or teachings that prohibit association with a labor organization or the payment of

dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and a representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish written proof each month to the Employer and Union that this has been done. Employees who fail to meet this requirement shall be discharged by the Employer upon demand of the Union.

ARTICLE IV
Management Rights

Section 1. Management's Reserved Rights. Except as otherwise provided by the terms of this Agreement, the management and direction of the affairs of the Employer are retained by the Employer, including the right to subcontract and to determine how many employees it will employ or retain in various capacities and the size and composition of working forces. This includes but is by no means limited to the selection, transfer, assignment and layoff of employees, the exercise of all functions of government granted to the Employer by the laws of the State of Ohio, the determination from time to time as to what services the Employer shall perform, the method of performing said services, and the size and composition of the work force.

Unless the Employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Ohio Revised Code impairs the right and responsibility of each public employer to:

- (A) Determine matters of inherent managerial policy that include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- (B) Direct, supervise, evaluate, or hire employees;
- (C) Maintain and improve the efficiency and effectiveness of governmental operations;
- (D) Determine the overall methods, process, means, or personnel by which governmental operations are conducted;
- (E) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- (F) Determine the overall mission of the employer as a unit of government.
- (G) Determine the adequacy of the workforce;
- (H) Effectively manage the work force;
- (I) Take actions to carry out the mission of the public employer as a unit of government.

Section 2. Personnel Manual, SOP Manual, Amendments. Except where specifically and expressly provided to the contrary in this Agreement, the provisions of the Miami Township Personnel Manual, and the Miami Township Police Department Standard Operating Procedures Manual (and as both may be amended from time to time) are recognized as an appropriate exercise of the Employer's reserved rights. Except as specifically modified by this Agreement or any supplementary agreements that may hereafter be made, all of the rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation within the rights of management. To the extent that the above rights are limited by the express terms of this Agreement, any exercise of these rights which are in violation of such express terms are subject to the grievance procedure.

ARTICLE V
Work Rules

Section 1. Creation of Rules. The Employer shall have the right to, in connection with its function of maintaining discipline and directing the work force, publish, and from time to time amend, reasonable rules of employee conduct in addition to those set forth in the Personnel Manual or Standard Operating Procedures Manual. Said rules and their application shall be subject to the grievance procedure set forth herein.

Section 2. Time Requirements. Modification to rules shall be posted 28 days before their effective date except in emergency situations.

ARTICLE VI
Representation

Section 1. Consultation. After notifying the Chief of Police, or his designated representative, Union Representatives may consult with employees before the start of or at the completion of the day's work; and in addition shall be permitted access to work areas at all reasonable times with the Employer's prior consent (which consent shall not be unreasonably withheld) for the purposes of adjusting grievances, and assisting in the settlement of disputes and effecting the provisions of this Agreement. This right of access is subject to the understanding that work assignments are not interfered with.

Section 2. Associates. The Employer recognizes the right of the Union to select a reasonable number of Associates [up to three (3) so as to constitute one (1) per shift] and Alternates in the Police Department and their authority shall be limited to, and shall not exceed, the following duties and activities:

- (A) The investigation, presentation and settlement of grievances in accordance with the provisions of this Agreement, it being understood by the parties that reasonable amounts of time spent in such activity shall not cause an Associate loss of pay.

- (B) The collection of dues when authorized by appropriate Union action.
- (C) The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information have been reduced to writing. Said messages may be transmitted by leaving them in the officer's mail slot at the Police Station.
- (D) Attendance at FOP/OLC Seminars utilizing their own accrued vacation or compensatory time subject to reasonable department scheduling requirements. So long as federal or state wage - hour requirements do not restrict such activity, bargaining unit members may voluntarily assign their accrued vacation or compensatory time to a "Hours Bank" to permit Associates to attend FOP/OLC seminars without loss of pay. Maximum total annual usage by all Associates from the Hours Bank is 40 hours collectively.
- (E) The Hours Bank expenditure will be administered by the Union Chairman with verification of expenditure by the Police Chief.
- (F) The Union shall notify the Employer of the Associates and Alternates selected. The jurisdiction area of each Associate will be designated by the Union and the Employer advised. Associates shall be recognized as the representatives of all members of their appropriate bargaining unit for all purposes of this Agreement. Associates will be subject to the same rules, rates and working conditions as other employees.

Section 3. Limited Authority. Associates and Alternates have no authority to take any strike action or any other action interrupting the operations of the Employer. The Employer recognizes these limitations upon the authority of the Associates and Alternates and shall not seek to hold the Union financially liable for unauthorized actions.

ARTICLE VII **Union Representation/Discipline and Hearing**

Section 1. Union Representation. In the event the Employer intends to conduct an interview with an employee to discipline, investigate, or take any other action which may affect the employee's job security or any other term or condition of employment, the Employer shall notify the employee in writing of his right to be accompanied and represented by the Union during the interview or hearing and of the specific nature of the interview or hearing. Provided a Union Associate is readily available, no employee shall be required to attend any interview without Union representation once such representation has been requested. In the event representation is not readily available, said interview may be delayed for a reasonable period of time. Nothing herein restricts the right of the Employer to make on-the-spot inquiries in an effort to acquire knowledge of the facts relating to the incident. If the inquiry becomes accusatory, the employee shall have the right to a union representative. The Police Chief may relieve an employee of duty for just cause.

Section 2. Investigation. In the event the Employer utilizes members of the Department for purposes of disciplinary investigation, review and/or recommendation, no employee below the rank of Sergeant covered by this Agreement shall be a member of any board or body created for that purpose. This shall not preclude the utilization of anyone as a witness or complainant in a disciplinary matter.

Section 3. Discipline. The Employer may not suspend, discharge or otherwise discipline employees except for just cause. Suspensions of seven (7) work days or less may be imposed by the Chief of Police. Suspensions of more than seven (7) work days and discharges of employees require approval by the Board of Trustees after recommendation by the Chief of Police.

Section 4. Time Limits. Any investigation of a potential disciplinary matter will be completed within thirty (30) workdays after the matter first comes to the attention of a supervisor. Workday is defined as a day that falls between Monday and Friday, Saturdays and Sundays are not considered workdays.

In cases where a lengthier investigation is required, the time period may be extended for additional increments of thirty (30) workdays by advising the Union President or Vice President of the need for additional investigative time. The request must come from the Chief of Police or the Acting Chief of Police if the Chief of Police is away from the department for an extended period of time. Given the facts surrounding the investigation, it will be the decision of the Chief of Police as to whether to disclose the nature of the investigation or the name of the officer being investigated.

Any discipline imposed by the Chief of Police or recommendation of discipline by the Chief of Police to the Board of Trustees shall be reduced to writing and served on the employee within fifteen (15) calendar days after completion of the investigation.

In the event of a criminal investigation against an employee, the disciplinary time limits do not commence until the criminal investigation is completed.

Section 5. Discipline Considerations. Discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Section 6. Demeanor. Anytime the Employer or any of his representatives has reason to investigate or discipline an employee, it shall be done in a proper and businesslike manner that will not unnecessarily embarrass the employee before other employees or the public. Likewise the employee subject to investigation or discipline shall respond in a proper and businesslike manner and take no action that will unnecessarily embarrass the Township, the Police Department or other employees thereof.

Section 7. Pre-disciplinary Hearing. Whenever the Employer or its designee determines that an employee's conduct may warrant a suspension or termination, a pre-disciplinary hearing shall be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct or evidence to refute the allegation of misconduct. Evidence may also be presented by the Employer to support the alleged misconduct at the pre-disciplinary hearing. The Chief of Police will be the

hearing officer for all pre-disciplinary hearings where the potential sanction will be a suspension of seven (7) days or less. The Board of Trustees will chair all pre-disciplinary hearings where the potential sanction is more than a seven (7) day suspension or dismissal. An employee may be represented at the pre-disciplinary hearing by a Union Representative if he so chooses.

The provision of a pre-disciplinary hearing shall not prevent the Chief of Police from relieving an employee of duty with pay for just cause.

If the employee is placed on paid leave for more than three calendar days, the employee will be given written notice for the reason of such action.

Section 8. Investigative Questioning. Any investigative questioning regarding charges of employee misconduct shall be made under the following conditions:

- (A) The questioning shall take place at the Police Department or other mutually agreeable site.
- (B) The employee shall be informed of the nature of the investigation before any questioning commences
- (C) All questioning shall be undertaken in a proper and businesslike manner.
- (D) If an employee is the subject of a criminal investigation he shall be so advised and afforded the same constitutional rights to which any other individuals are entitled.

Section 9. Use of Conference Room. An employee relieved of duty or reassigned shall be entitled to limited access to the Department Conference Room for consultation with Union Associates to prepare for pre-disciplinary hearings or interviews.

Section 10. Unfounded Complaint. If no disciplinary action is taken against an employee and the complaint is deemed Unfounded, it shall not be used against the employee in future disciplinary or promotion actions.

ARTICLE VIII **Grievances**

Section 1. Definition. A grievance is defined as a difference, dispute or complaint between the Union and the Employer or between the employees covered herein and the Employer over the application of the contents of this Agreement, or any disciplinary action. An honest and earnest effort will be made to settle grievances informally before resorting to the following steps and procedures. All grievances shall be in writing on forms provided by the Union, and shall set forth the article or section of the Agreement alleged to be violated.

Section 2. Initiation of Grievance. A grievance shall be taken up with the employee's immediate supervisor. If the grievance concerns discipline, it shall be taken up with the Chief of Police. Upon the request of either party, an Associate shall be present for the meeting.

Section 3. Grievance Adjustment. Any resolution of a grievance involving the payment of additional compensation or precedent setting interpretation of this agreement requires approval of the Chief of Police. Any grievance adjustment will require the presence of a Union representative.

Section 4. Procedure and Time Limits. All grievances shall be promptly filed at the appropriate step within the chain of command. To be considered, a grievance must be filed within ten (10) calendar days after the occurrence became known or should have become known to the employee who has the grievance. A failure on the part of the Employer, or any representatives of the Employer, to respond to or answer a grievance within the time periods stated below shall be deemed a denial of the grievance on the last day of the time period in which to respond or answer, and may be taken to the next step.

Step 1. The grievance shall be taken up with the employee's immediate supervisor. If the grievance concerns discipline, the grievance shall be taken up with the Chief of Police. Upon the request of either party, an Associate shall be present. The supervisor or proper authority shall answer the grievance within ten (10) calendar days after it has been filed.

Step 2. If the grievance has not been adjusted at Step 1, it may be appealed by the grievant to a meeting between the grievant and/or a representative of the Union and the Deputy Police Chief. Such appeal shall be taken up within seven (7) calendar days of the answer of the Employer at Step 1. The Deputy Police Chief shall schedule a meeting in a timely manner and answer the grievance at Step 2 within ten (10) calendar days after the meeting.

Step 3. Within ten (10) calendar days of receipt of the response at Step 2, if the grievance is not resolved to the satisfaction of the grievant, the Associate may file, with the approval of the Union, an appeal to the Chief of Police. The Chief of Police shall schedule a meeting in a timely manner and answer the grievance at Step 3 within ten (10) calendar days after the meeting.

Step 4. Within ten (10) calendar days of receipt of the response at Step 3, if the grievance is not resolved to the satisfaction of the grievant, the Associate may file with the approval of the Union, an appeal to the Board of Trustees. Said appeal shall be heard either in open or executive session as provided by law at the next regularly scheduled Trustee's meeting held ten (10) calendar days or more after the appeal is received. The Trustees shall issue their decision at the next regular Board meeting. From the date the grievance is provided to the Trustee's or their representative, the total process shall not exceed thirty-seven (37) days.

Step 5. If the grievance is not adjusted at Step 4 it may be appealed by the Union within ten (10) calendar days after the issuance of the Trustees' decision to final and binding arbitration. The parties shall jointly select an arbitrator from a list, from Area #15 (Ohio), provided by Federal Mediation and Conciliation Service. The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Agreement. The decision rendered by

the arbitrator shall be final and binding upon the Union, the Employer, the Associate and all employees covered by this Agreement. Each party hereto shall pay the expenses incurred in the presentation of its own case. The expense for an arbitrator shall be shared equally by the Employer and the Union.

Section 5. Non-Applicability of Statutory Procedure. The parties hereby agree that the imposition of discipline pursuant to this Agreement and the grievance procedure provided herein shall supersede the statutory requirements of Ohio Revised Code Chapter 505 and/or 509.

ARTICLE IX **No Strike/No Lockout**

Section 1. Prohibition Against. Neither the Union nor any employee shall strike nor shall the Employer lockout any employee during the term or extended term of this Agreement.

Section 2. Notification and Relief. In the case of a strike that is not authorized in accordance with the provisions of Chapter 4117, the Employer may either notify the State Employment Relations Board of the strike and request the Board to determine whether the strike is authorized under Chapter 4117 of the Revised Code or seek immediate injunctive relief in the Court of Common Pleas. The Board shall make its decision within seventy-two (72) hours of receiving the Employer's request.

Section 3. Unauthorized Strike. If the Board or the Court determines that the strike is not authorized, then the Employer may remove or suspend those employees who one day after notification by the Employer of the Board or Court decision that a strike is not authorized continue to engage in the unauthorized strike.

If the employee is appointed or re-appointed, employed or re-employed, as a public employee, within the same appointing authority, the Employer may impose the following conditions:

- (A) The employee's compensation shall in no event exceed that received by him immediately prior to the time of the violation.
- (B) The employee's compensation is not increased until after the expiration of one year from the appointment or re-appointment, employment or re-employment.

Section 4. Wage Reduction. If the Board determines that the strike is not authorized then the Employer shall deduct from each striking employee's wages, if the Board also determines that the public employer did not provoke the strike, the equivalent of two (2) days wages for each day the employee remains on strike commencing one day after receiving the notice called for above. The Employer shall give the employee credit for wages not paid after that point in time due to the employee's absence from his place of employment because he is on strike.

Section 5. Penalties. Any penalty that is imposed upon the employee, except for the penalty imposed under Section 4 may be appealed to the Board. The Board may modify, suspend, or reverse

the penalty imposed by the public employer, if the Board does not find that the penalties are appropriate to the situation. The imposition of a penalty is appealable to the Court. Notwithstanding the provision in this Section that authorizes certain penalties to commence one day after a public employee is notified that the Board has determined the employee is engaged in an unauthorized strike, the Board may authorize the public employer, if the public employer requests it, to impose the penalties contained in Section 4 retroactive to the date the unauthorized strike commences.

ARTICLE X **Personnel Files**

Section 1. File Examination. Consistent with applicable state and federal law, the personnel file of an employee may be examined by the employee upon reasonable advance request and shall, upon request, receive a copy of any documents contained therein. An employee shall be entitled to have a representative of his choice accompany him during such review. Employees are encouraged to limit their file review to one (1) time per year unless non-routine situations require more frequent access.

Section 2. Rebuttal. If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his file. No anonymous material of any type shall be included in the employee's personnel file.

Section 3. Status of Discipline. Records of Corrective Counseling and Oral Reprimands shall cease to have force and effect one (1) year from the date of issuance and shall not be considered in determining progressive discipline. Written Reprimands shall cease to have force and effect two (2) years from the date of issuance and shall not be considered in determining progressive discipline. Any record of more severe discipline shall cease to have force and effect three (3) years from the date of issuance.

Section 4. Public Records Request. The following items shall be considered public information available upon request to the Employer, from an employee's personnel file: annual salary, degree(s) held, areas of special certification, employment status, and awards or commendations. All documents contained in an employee's personnel file fall under the Ohio Public Records Act as it relates to retention, removal, destruction, review, and release. Information contained in a employee's personnel file will only be released under the guidelines of the Ohio Public Records Act after all exemptions have been considered. The Employer will attempt to notify the employee twenty-four hours in advance of honoring any requests for review of the employee's personnel file and subsequent release of information.

ARTICLE XI **Performance Evaluation**

Section 1. Evaluation Process. The immediate supervisor shall meet with the employee to discuss the evaluation before the evaluation score is finalized. After meeting with the employee, the supervisor shall prepare the evaluation. The evaluation shall then be submitted to succeeding levels

of supervision, for relevant comments. The employee shall receive a copy of the final evaluation form. One copy of the form shall be signed by the employee to acknowledge receipt of the form for inclusion in the personnel file.

Section 2. Employee Comments. If the employee disagrees over any part of the evaluation, it is the employee's right to attach written comments which the employee feels will clarify the issue in question. The employee's comments shall be stapled to the evaluation form and the attachment so noted on the face of the form.

Section 3. Grievance Rights. Performance evaluations and administration of this Article are subject to formal appeal through the grievance procedure as provided in this Agreement, in the event informal discussions do not resolve employee disagreement.

Section 4. Frequency of Evaluation. Performance evaluations shall be prepared every two (2) months for probationary employees and every twelve (12) months for regular full-time employees. Any employee may request an informal evaluation during the twelve (12) month period.

ARTICLE XII **Probationary Period**

Section 1. Probation Period. New employees shall serve a probationary period subject to the Employer's then existing probationary requirements. New employees shall serve a twelve (12) month probationary period.

Section 2. Grievance Rights. Newly hired probationary employees may file grievances on all matters except discipline and job performance evaluations. Demotion of a promoted employee during probation shall not be subject to the grievance procedure. All other rights to grievance (excluding disciplinary matters) are retained by the employee.

Section 3. Probation Period Notification. All employees shall be notified, in writing, as to the ending date of their respective probationary period. This is to be done within the first 30 days of full-time employment.

ARTICLE XIII **Hours of Work**

Section 1. Normal Work Hours. The Police Department operates under a normal eight and one-half (8.5) hour work day. A variable work schedule with a particular schedule for work of each employee is established by the Chief of Police. Police Officers work an eight and one-half (8.5) hour day with successive work schedules of five (5) days on-two (2) days off and five (5) days on-three (3) days off. Corporals work an eight and one-half (8.5) hour day with a six (6) day on and three (3) day off schedule. Reasonable advance notice [of at least twenty-eight (28) days] of permanent schedule changes [longer than fourteen (14) days] shall be provided unless emergency or unexpected conditions require otherwise.

Section 2. Overtime. When employees of the Police Department are authorized to work outside of their normally scheduled hours during a twenty-eight (28) day work period, they shall receive compensation at one and one-half times their stipulated hourly rate. Payment for overtime shall not be pyramided.

Section 3. Overtime Lists. For purposes of the assignment of employees to cover additional shifts, where needed, or to cover absences, three (3) separate employee lists will be utilized. The first list shall consist of employees who have no objection to working additional shifts of up to eight and one-half (8.5) hours or more. The second list shall consist of employees who prefer to work a portion of an additional shift of no more than four and one-half (4.5) hours. The third list shall consist of employees who do not desire to be assigned to work additional shifts of any duration. When coverage is needed the Employer shall select from the first or second list to offer the additional work. Only if the Employer is not able to obtain coverage through the use of the first or second list (or a combination of the two) the additional work may be assigned by the Employer to any employee based upon lowest seniority in rotation. Employees shall annually elect to be placed on the first and/or second or third list. Employees shall not be forced to work more than four and one-half (4.5) hours in addition to their regularly scheduled duty day. Employees on a day off may be forced to work up to eight and one-half (8.5) hours. In the event of a Department wide mobilization, employees may be required to work more than their regular hours and four and one-half (4.5) additional hours as provided in this section.

Overtime call-in lists will also be maintained for the positions of Technical Accident Investigator and Evidence Technician. These overtime call-in lists will identify Technical Accident Investigators and Evidence Technicians by seniority starting with the most senior. These lists will rotate so that each person possessing these skills will have the opportunity to use their skills and maintain proficiency. If the use of the rotating list proves unsuccessful in filling the need, then an officer will be forced to fill the vacancy starting with the least senior employee on the list. The need to force an officer in to work will also be on a rotating basis.

Section 4. Compensation for Mandated or Voluntary Training. State mandated training for re-certification as a police officer shall not be considered as hours worked for purposes of FLSA or contractual overtime, but employees shall receive their regular pay for hours they attend while on duty and compensatory time, at straight time, for the hours they attend if it occurs on their off duty-time.

Department mandated training and meetings for employees shall be treated as regular working hours for purposes of computing regular and overtime pay, except for those hours being paid back to the department in conjunction with the payroll equalization process.

Other training which is not mandated by the Department, but which an officer voluntarily elects to attend and for which the Department agrees to pay the tuition, shall not be considered as hours worked for purposes of FLSA or contractual overtime. Employees shall receive their regular pay for the hours they attend while on duty and compensatory time, at straight time, for the hours they attend if it occurs on their off-duty time.

Section 5. Pay For Working On Holiday. Employees who work on a holiday shall receive time and one-half for all hours worked in addition to holiday pay. Employees who work on a holiday shall be eligible for Compensatory Time under Section 6, only if said hours qualify as overtime under Section 2, and the employee has not reached the Compensatory Time cap established by this Agreement. Employees who do not work a holiday shall receive one (1) day of holiday pay in addition to their regular hours worked.

Section 6. Compensatory Time. Compensatory time shall be applied so as to permit the Police Chief to utilize any of the following methods of compensating an employee for hours worked outside of their normally scheduled hours during a twenty-eight (28) day work period:

(A) Payment for overtime hours actually worked at time and one-half or,

(B) Allowing an employee to accumulate up to eighty (80) hours of compensatory time which shall be accrued on the basis of one and one-half hours of compensatory time for every hour worked outside of their normally scheduled hours during a twenty-eight (28) day work period.

(C) Any combination of A and B.

(D) In order to be eligible to submit for compensatory time, the employee must actually work a minimum of two (2) hours or more of overtime. An employee who works less than two (2) hours of overtime, must submit a request for overtime pay.

Section 7. Use of Compensatory Time. Employees who request the use of accrued compensatory time shall be permitted to use it provided reasonable advance notice of the request is given, and provided its use does not unduly disrupt the operations of the Department.

Section 8. Buy-Back of Compensatory Time. The Department may "buy-back" compensatory time at any time with the consent of the employee. The employee may request that the Employer buy-back compensatory time at any time during the year. Said buy-back is at the discretion of the Employer.

Section 9. Call-In Pay. Employees called in to duty (not a continuation of a shift or where an employee is called in prior to his regular shift) shall be guaranteed a minimum of two(2) hours work paid at applicable rates. Employees who drive directly from their homes to an accident/investigation scene shall be compensated from the time they are notified to respond. Employees who are called-in to report for road patrol duties shall begin receiving compensation once they clock-in at the police department. Call in procedures established under existing departmental policy shall remain in effect, provided however that the need for a response time of thirty (30) minutes or less may restrict or prevent an employee from being called in.

Section 10. Phone and Pager Requirement. All employees shall be required to have a personal phone number on record with the Employer for purposes of emergency call-in. Employees will be required to wear department issued pagers for purposes of being "ordered in" or "called in".

Failure to respond to the page as required may result in disciplinary action (See Appendix B for specific protocol).

Section 11. Shift Trades. Upon the approval of a designated supervisor, full-time employees shall be permitted to trade shifts with other full-time employees, subject however to the following:

- (A) The Employer shall not be required to keep track of the hours traded but will credit and pay the originally assigned employee as if he had worked his normal schedule for the shift. Such payment shall also include payment for time worked on a holiday if appropriate.
- (B) The originally assigned employee shall be fully responsible for seeing to it that the assigned hours are actually worked. Any failure of a substitute employee to show up for work shall subject the originally assigned employee to loss of pay and make the substitute ineligible to participate in shift trades for a period of six (6) months. Shifts trades will be limited to two (2) per officer per month.

Section 12. Payroll Equalization. In order to eliminate fluctuation in employee paychecks for those employees on a 5-2/5-3 and 6-3 tour of duty schedule at eight and one-half (8.5) hours per day, these employees shall receive twenty-six (26) equal paychecks computed on the basis of eighty (80) hours per pay period. Since that may result in temporary payment for more hours than are actually worked these “unearned hours” will be recorded as advanced pay, and applied against each employee’s future pay. It is expected that this advance pay will equal approximately seventeen and one-third (17.3) hours annually for employees on the 5-2/5-3 schedule, and will be paid back by attendance without further compensation at in-service training sessions. It is expected that this advance pay for employees on the 6-3 schedule will equal approximately fifteen (15) hours annually and will be paid back by attendance without further compensation at in-service training sessions. If circumstances beyond the control of the employee do not allow sufficient training opportunities for the employee to repay the unearned hours before the close of the calendar year, the balance of non-repaid hours shall be carried forward into the following year. All unearned hours owed by the employee shall be fully repaid in a calendar year in which a balance of non-repaid hours is carried forward from the prior calendar year.

Section 13. Educational Incentive Pay. In an effort to encourage formal educational attainment, Union members who have completed twenty-four (24) months of continuous full-time service with the Miami Township Police Department, will be eligible to receive Educational Incentive Pay as follows:

- (A) Associate Degree - 1% of base pay in Educational Incentive Pay.
- (B) Bachelor Degree - 2% of base pay in Educational Incentive Pay.
- (C) In order to receive Educational Incentive Pay, the Union member’s Associate or Bachelors Degree must be in Political Science, Police Administration, Criminal Justice, Law Enforcement, Criminology, Public Administration, Business

Administration, Behavioral Science, any other major related to the Union members job duties as determined by the Chief of Police.

(D) Degrees must be from an Accredited institution of higher learning.

Associate and Bachelor degree holders shall be eligible for continuing payment of Educational Incentive Pay at the level provided above without further continuing education requirements or external in-service training requirements.

It is the responsibility of the Union member seeking the Educational Incentive Pay to submit to the Chief of Police a certified transcript of college credits from the accredited institution of higher learning and a copy of all degrees (diploma) earned for consideration. A new transcript and a copy of the degree (diploma) earned must be provided by the Union member each time a higher level of pay is requested.

The Educational Pay Incentive rating shall not be used in base and/or step wage rate calculations, but shall be in addition to the applicable base or step wage rate.

Section 14. Tuition Reimbursement. The Chief of Police will budget an amount of money each year to pay for tuition reimbursement and the cost of books for academic classes offered by accredited local colleges and universities. The amount budgeted for tuition reimbursement will be determined by the Chief of Police after an annual review of revenues/expenses for the upcoming fiscal year.

Reimbursement for academic courses will only occur when the Union member takes a course related to the members job responsibilities or the course(s) are part of a job related degree program. Reimbursement will be for actual costs, when approval has been obtained prior to incurring the expense for tuition.

Reimbursement will be made to the employee only after receipt of evidence of satisfactory completion of the course(s). Satisfactory completion will be considered no less than 2.5 grade point average. Union members who terminate Township employment for any reason, shall reimburse the Township for expenses incurred within the three (3) years prior to termination date. Payment will be deducted from his final pay.

Individuals wishing to participate in the Academic Tuition Reimbursement Program should submit a request in writing to the Chief of Police which specifically identifies the course(s) being requested for reimbursement, the cost of the courses(s), and the cost of books. Failure to seek approval prior to registering for classes will disqualify a person for Academic Tuition Reimbursement.

Section 15. Specialty Compensation. Employees who acquire the training required by the Employer to function in one of the eight following specialty areas will be compensated for their efforts with one day of compensation (8 hours for personnel on 8 hour work days and 8.5 hours for personnel on 8.5 hour work days) per specialty with the compensation being paid either in pay or compensatory time (Union member's choice). The specialty areas include: Evidence Technician,

Technical Accident Investigator, Intoxilyzer Operator, Field Training Officer, Crime Prevention Specialist, K-9 Officer, Bike Patrol Officer, and Armorer. Employees requesting to be compensated with compensatory time will be governed by the caps on compensatory time and under no circumstances will the type of compensation chosen be split.

The Chief of Police will determine the number of positions needed for each specialty area and determine the training needed to perform the functions associated with a specialty area. When a vacancy exists in a specialty area, the Chief of Police will post a notice identifying the vacancy and seeking candidates to fill the vacancy.

Employees who request to be trained for a specialty area must perform the specialty functions for at least three years after completion of their specialty training or recertification training in such a specialty provided that if the employee gives written notice of his intent to terminate specialty certification before the employee attends recertification training, the recertification training after such notice will not obligate the employee to perform the specialty for another three years. Employees who decide they no longer want to perform the skills associated with a specialty area, must submit a written report to the Employer at least one year in advance of the date the employee wishes to discontinue performing the work assigned to a specialty area. This will allow the Employer the opportunity to identify another employee who is interested in the specialty area being vacated and train the employee to perform the tasks associated with the specialty.

ARTICLE XIV

Subcontracting and Job Content

Section 1. Job Content. The Employer shall have the right to determine the content of jobs and to modify said content or create new jobs consistent with the efficient and productive operation of the Police Department. In the event a new or modified job is created, the job description shall be reviewed with the Union prior to implementation of the job. Any pay rate for a new or modified job will be established jointly between the employer and the union representative.

Section 2. Subcontracting. In the event that the Employer contemplates the subcontracting, transfer, assignment or any other method of relinquishment of substantial work customarily performed by Bargaining Unit members with the reasonable expectancy that such relinquishment of work will result in the layoff of Bargaining Unit members, the Employer will give the Union thirty days' notice, or if thirty days' notice cannot be given, the greatest notice that can be given under the circumstances, prior to the taking of such action. Following notification by the Employer and the making of a demand by the Union, the parties shall meet and confer to consider proposed methods or procedures for the possible retention of the subject work by Bargaining Unit members and the avoidance of layoffs.

Section 3. Job Descriptions. The creation and amendment of job descriptions is the responsibility of the Employer. The Employer will only meet with the Union to bargain the effects of the changes an amendment to a job description might cause or the effects the creation of a new job description might cause. The Union will be provided a copy of all new job descriptions and/or revisions.

Section 4. Annexation. In the event of the commencement of a process under Ohio law wherein some or all of the territory of the Employer is contemplated to be annexed to an adjacent municipality and said action results in a reduction of staffing or the termination of the operations of the Police Department, to the extent that the impact is not otherwise addressed by statutory procedures under the Ohio Revised Code, the parties agree to meet and commence negotiations as to the effect of said actions upon the employees covered by this agreement.

Section 5. Merger. In the event of the commencement of a process under Ohio law wherein the territory of the Employer is contemplated to be merged into an adjacent municipality, the Employer agrees that the effect of said merger upon Township employees, including those covered by this agreement, shall be addressed in the Terms and Conditions of Merger negotiated between the municipality and the township and presented to the electorate for approval.

ARTICLE XV **Seniority**

Section 1. Definition. Seniority shall be defined as the duration of time an employee has been employed as a Police Officer on a full-time uninterrupted basis with the Police Department. Absent a specific grant in this Agreement the retention of seniority during layoff or leave of absence does not automatically entitle an employee to receive benefits provided to those on the active payroll.

Section 2. Seniority Date. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the eligibility list.

Section 3. Termination of Seniority. An employee's seniority shall cease and his employment terminated upon any of the following:

- (A) Resignation, provided the employee does not return within one (1) year from the date of his resignation. The decision to rehire an employee who has resigned is at the sole discretion of management;
- (B) Termination which is not modified or reversed through grievance or arbitration;
- (C) Retirement (Years of service and/or retirement disability);
- (D) Layoff in excess of eighteen (18) months;
- (E) Absence from work (resulting from Township work-related injury or illness compensated by workers compensation) in excess of retained sick leave or one (1) year whichever is longer;
- (F) Absence from work (resulting from non-Township work related injury or illness or FMLA approved reason) in excess of retained sick leave or one (1) year whichever is longer.

Section 4. Retention of Seniority. The retention of seniority shall not entitle an employee to any specific benefits or the continued accrual of additional seniority unless specifically set forth in other provisions of this Agreement.

Section 5. Continued Health Insurance Coverage. Employees shall continue to be eligible for health insurance coverage as follows:

- (A) After resignation or quitting - as determined by COBRA;
- (B) During layoff for a period of two (2) months after which as determined by COBRA;
- (C) During military leave in excess of 31 days - as determined by COBRA and USERRA;
- (D) During absence from work (resulting from Township work-related injury or illness compensated by workers compensation) for a maximum of retained sick leave or one (1) year, whichever is longer.
- (E) Absence from work (resulting from non-Township work related injury or illness or FMLA approved reason) for a maximum of retained sick leave or one (1) year, whichever is longer.

Section 6. Extension of Time Limits. The Chief at his discretion may extend the time limits provided for in Section 3(e) and (f) and Section 5(d) and (e).

Section 7. Seniority Related to Staffing Needs. Provided that departmental needs for work specialization (e.g. Evidence Technician, Accident Specialist, Field Training Officer) and ranked officers on a shift are satisfied, seniority by classification will prevail in the bidding procedure for shift assignment on an annual basis. Employees may be assigned to different shifts for purposes of satisfying department requirements or unanticipated situations that arise.

ARTICLE XVI **Layoffs**

Section 1. Layoff Procedure. Whenever it is determined that a layoff is necessary, the following procedures will apply.

All part-time employees and employees in an initial probationary period working in positions affected by the layoff will be assigned to other appropriate positions if available, or, if no other positions are available, shall be laid off prior to displacing any full-time regular employees. No seasonal or casual employee shall be hired while any full-time employee is on layoff, unless any and all laid off full-time employees have been given the opportunity to fill the position.

When it is determined by the Employer that regular full-time employees must be laid off from a bargaining unit of the Department, the employees in the work unit affected will be laid off according to seniority with the lowest seniority person laid off first.

Section 2. No Bumping/ Retainment of Seniority. Employees laid off do not have the right to bump into another bargaining unit. Employees will retain their seniority for a period of eighteen (18) months and may be reinstated for up to eighteen (18) months after being laid off. Employees will be recalled in reverse order of their layoff.

Section 3. OPOTA Certification. Sworn officers who are laid off, in the interest of keeping their OPOTA Certification current, will be given the opportunity to participate in the Reserve Officer Program. Any laid off sworn officer who chooses not to participate in the Reserve Officer Program, shall be responsible for any costs associated with OPOTA Re-certification.

ARTICLE XVII **Job Vacancies**

Section 1. Adherence to Process. The parties agree that all appointments to positions covered by this Agreement shall be filled in accordance with this Article, provided however that vacancies in one bargaining unit shall not be filled with employees from another bargaining unit. This Article shall not apply to the filling of vacancies in the Department from outside or from auxiliary officers nor shall it apply to promotion to the rank of Sergeant or above. Nothing in this Article requires the Employer to fill a vacant position.

Section 2. Filling a Job Assignment Vacancy. Whenever a permanent job assignment vacancy exists, a notice of such vacancy shall be posted on the employee's bulletin board for ten (10) days. During the posting period, any employee who is qualified to fill the vacancy and who wishes to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or applications from probationary employees. If the qualifications of two (2) or more applicants in the bargaining unit are relatively equal, seniority shall prevail. If no applications are submitted as provided herein, the Employer may fill the vacancy from outside the bargaining unit.

Section 3. Return to Previous Position. Any employee awarded a job pursuant to the procedures set forth in Section 2, of this Article shall be given ten (10) workdays to voluntarily elect to return to his previously held job at his previous rate of pay.

Section 4. Temporary Transfer. Job vacancies which exist for longer than sixty (60) days and are filled by temporary transfer shall be deemed permanent vacancies and posted as provided in Section 2. Temporary transfers shall be voluntary.

If more than one employee volunteers, the temporary transfer shall be given to the qualified employee with the greatest seniority. If there are no volunteers, temporary transfer shall be mandatory with the assignment(s) made to qualified employees in reverse order of seniority.

Section 5. Competitive Evaluation. In considering qualifications of applicants the Employer may continue to utilize competitive testing as one of the criteria considered.

Section 6. Detective Assignment. The position of Detective shall not be deemed a permanent assignment subject to restrictions on temporary transfer but will be assigned as follows:

- (A) The Employer may assign employees to the Detective Section for Special Assignment for such periods as needed. Posting of openings shall be made, with selection made on basis of seniority if applicants are equally qualified. In the event no one applies, the position shall be assigned to least senior qualified officer.
- (B) Employees assigned to Detective Section shall be entitled to clothing allowance in accordance with Article XXIV and to the use of a Department vehicle in accordance with department policy so as to permit them to be subject to call in for assignments other than during their regular shifts. Any use of a private vehicle for departmental business shall be reimbursed for mileage at standard Township rates.
- (C) Employees residing outside a twenty (20) mile radius from the Department shall not be eligible for assignment to Detective Section except at Employer's discretion. (Present detectives are grand fathered).
- (D) Employees assigned at their request to the Detective Section may not request reassignment for at least six (6) months. Thereafter, they may request transfer with twenty-eight (28) days written notice to the Chief of Police. Said transfer shall be subject to the approval of the Chief of Police, however permission shall not be unreasonably denied.

ARTICLE XVIII

Holidays, Personal Leave Days, and Vacations

Section 1. Holidays. Subject to scheduling requirements and consistent with the observance by Miami Township of holidays for its full-time personnel, all full-time employees covered herein shall be entitled to the following paid holidays:

- | | |
|----------------------------------|--------------------------|
| 1. New Years Day | January 1st |
| 2. Martin Luther King Day | 3rd Monday in January |
| 3. Good Friday | Friday before Easter |
| 4. Memorial Day | Last Monday in May |
| 5. Independence Day | July 4 |
| 6. Labor Day | 1st Monday in September |
| 7. Columbus Day | 2nd Monday in October |
| 8. Thanksgiving Day | 4th Thursday in November |
| 9. Friday after Thanksgiving Day | 4th Friday in November |
| 10. Christmas Eve Day | December 24th |
| 11. Christmas Day | December 25th |

Except for purposes of Article XIII-Section 3, holidays which fall on Saturday will be observed on the preceding Friday. Holidays which fall on Sunday will be observed on the following Monday. Employees who are scheduled to work on a holiday shall receive holiday pay or a substitute day off in addition to their regular pay.

Employees who are scheduled to work a holiday may request to take the holiday off and only receive “holiday pay” for compensation. Requests to take a holiday in this manner must be submitted at least twenty-four hours in advance of the holiday (preferably longer). All requests are subject to the written approval of the Chief of Police, or his designee, and are contingent upon levels of manpower needed for a particular holiday, not just the standard minimum manpower level.

Section 2. Personal Leave Days. Employees will be given three (3) Personal Leave days on March 1 of each year covered by this Agreement. Employees must use three (3) Personal Leave days between March 1 of the current year and February 28 of the following year, or lose the Personal Leave days not used by this time (use it or lose it). No compensation will be given for Personal Leave days not used except as outlined in paragraph two of Section 2.

Employees who make reasonable requests to use Personal Leave (at times when other employees are not scheduled off) and are denied the opportunity on three (3) different occasions will be paid compensation for the amount of Personal Leave denied. Waiting until the last month before an employee’s accrued Personal Leave total equals the cap, does not constitute a reasonable request for Personal Leave usage. Employees have open access to “Schedule Books” and have no reason to submit a Personal Leave request when someone else is already scheduled off for the time period they were going to request.

As of February 28, 2004, the employee’s Personal Leave accrued is grandfathered and is not subject to the “use it or lose it” clause above. An employee’s annual use of Personal Leave beyond the three (3) given days will result in the employee’s Personal Leave that is grandfathered decreasing proportionally to grandfathered Personal Leave usage. Nothing in this paragraph will limit the Employer’s ability to buy-out the grandfathered Personal Leave during the life of this Agreement.

Section 3. Accrual of Vacation. Only full-time employees may accrue vacation leave. Vacation leave accrued is based on the employment anniversary date with Miami Township. Vacation leave is accrued starting at the time of employment; however, an employee is not entitled to use vacation leave until they have completed six months on the job. Employees, should they leave employment for whatever reason, are not entitled to be compensated for vacation time earned until they have completed twelve (12) months of employment. Vacation leave is not earned during periods of time in which the employee is in a non-pay status, except when the employee is on the first twelve (12) months of workers' compensation for a Miami Township related employment injury or illness.

Section 4. Hours Earned. Regular full-time employees will accrue vacation as follows:

5-2 / 5-3—6/3
WORK SCHEDULE

40 HRS/WEEK
WORK SCHEDULE

<u>Years 1 thru 7</u>	<u>3.269 Vac Hrs/Pay Period</u> 85 Vacation Hrs/Year	<u>3.076 Vac Hrs/Pay Period</u> 80 Vacation Hrs/Year
<u>Years 8 thru 13</u>	<u>4.903 Vac Hrs/Pay Period</u> 127.5 Vacation Hrs/Year	<u>4.615 Vac Hrs/Pay Period</u> 120 Vacation Hrs/Year
<u>Years 14 thru 21</u>	<u>6.54 Vac Hrs/Pay Period</u> 170 Vacation Hrs/Year	<u>6.154 Vac Hrs/Pay Period</u> 160 Vacation Hrs/Year
<u>Years 22 plus</u>	<u>8.173 Vac Hrs/Pay Period</u> 212.5 Vacation Hrs/Year	<u>7.692 Vac Hrs/Pay Period</u> 200 Vacation Hrs/Year

A change in Article XIII, Hours of Work, will result in a corresponding change in Article XVIII, sections dealing with Vacation Leave.

Section 5. Accumulation of Vacation. Vacation accumulation shall be based on an accrual basis. Each employee covered under this Agreement, shall be subject to a cap of maximum limit on the amount of vacation credits that may be carried on their individual account. The cap is equal to the total amount of vacation credit that the employee is entitled to for a full year of accruals, based upon years of service. Employees who only earn eighty (80) hours of vacation per year may accumulate up to one hundred (100) hours of vacation and employees who earn eight-five (85) hours of vacation per year may accumulate up to one hundred and six (106) hours of vacation. At no time shall an employee be permitted to either maintain or accrue vacation hours in excess of their maximum cap. It is the employee's responsibility to manage their vacation balance or lose what they would accrue above their individual cap. Under no circumstances will an employee be credited with more than the amount of vacation hours they are allowed to accumulate. Employees will be paid for vacation hours that exceed the cap after having three reasonable requests for use of vacation denied per Section 7 of this Article.

Section 6. Pre-approved Vacation. Between January 1 and January 31 of each year, employees have the opportunity to guarantee up to two weeks of vacation for that year. Employees may submit in January for either a two-week vacation or two one-week vacations that if approved by the Chief of Police, are guaranteed. The approval process will be based upon seniority, in the event two or more employees' request the same time period for vacation and all cannot be approved. By February 10, the Chief of Police will post a list of vacation leave requests approved during the pre-approval process. The "Black-Out-Day" list must be provided to employees by January 10 of each year.

Section 7. Unreasonable Denial of Vacation. Employees who make reasonable requests to use vacation (at times when other employees are not scheduled off) and are denied the opportunity on three different occasions will be compensated for the amount of vacation time that would exceed their individual cap. Waiting until the last month before an employee's accrued vacation total exceeds the cap, does not constitute a reasonable request for vacation usage. Employees have open access to "Schedule Books" and have no reason to submit a vacation request when someone else is already scheduled off for the time period they were going to request.

Section 8. Approved Use of Vacation. Employees shall be allowed time off for vacation as determined by the Police Chief; however, the wishes of employees will be taken into consideration when the efficient operation of the Department permits. Employees who do not participate in the pre-approval process, must submit all requests for vacation of more than five days at least thirty (30) days in advance of the time they are requesting off.

Section 9. Conversion of Vacation at Termination of Employment. Unused accrued vacation leave shall be paid as termination pay to employees who have provided at least one (1) year of continuous service with Miami Township. Employees who voluntarily terminate their employment with Miami Township must give a two (2) week notice of such termination to be entitled to be paid for unused accrued vacation leave unless emergency circumstances precluded such notice being given. In the event of an employee's death, unused accrued vacation leave shall be paid to the next of kin, beneficiary or to the estate.

Section 10. Conversion of Vacation when Changing Work Schedule. When an employee changes from a 5-2 / 5-3 work schedule or from 40 Hours/Week work schedule, vacation time shall be converted. The conversion will be as follows:

From a 5-2 / 5-3 work schedule to a 40 Hrs/Week work schedule:

(Actual vacation hours) / 1.0625 = Converted Vacation Hours

Example: 85 Actual Vacation Hours / 1.0625 = 80 Converted Vacation Hours

From a 40 Hrs/Week work schedule to a 5-2 / 5-3 work schedule:

(Actual vacation hours) x 1.0625 = Converted Vacation Hours

Example: 80 Actual Vacation Hours x 1.0625 = 85 Converted Vacation Hours.

ARTICLE XIX

Sick Leave

Section 1. Accrual. Sick leave for full-time employees begins to accrue from the first day of employment and may be used when necessary any time during the period of employment. Sick leave is not earned during periods of time in which the employee is in a non-pay status except sick leave shall continue to be earned during the first twelve (12) months when the employee is on workers' compensation for a Miami Township related employment injury or illness.

If the employer hires regular part-time employees who are determined by agreement of the parties hereto or by final non-appealable order of the State Employment Relations Board to be included in the bargaining unit set forth in Article II of this Agreement, the parties shall meet within seven (7) days thereafter to bargain concerning said regular part-time employees eligibility for sick leave benefits.

Section 2. Accrual Rate. Employees shall accrue sick leave at the rate of 4.6 hours per pay period.

Section 3. Accumulation. Employees are entitled to accumulate sick leave subject to Section 8 - Conversion.

Section 4. Verification/Approved Uses. Sick leave may be used for:

- (A) incapacitating illnesses or injury of the employee;
- (B) contagious diseases; or
- (C) incapacity due to pregnancy;
- (D) an illness or injury in the employee's immediate family which because of the demonstrated seriousness of the illness and/or injury or absence of the spouse requires the employee to be at home with that ill family member. Spouse, children, foster children, step-children are the only members of the employee's immediate family that sick time may be used for other than the employee himself;
- (E) sick leave may be approved for use when an employees parents suffer a demonstrated serious illness and/or injury and no other family member is available to provide care. The decision to grant sick leave for an employee's parents is the sole discretion of the Chief of Police and if approved, shall be limited to three days. Use of sick leave under this section for parents will be counted as a sick leave occurrence for purposes of determining whether a person is in violation of the sick leave abuse policy.
- (F) during the birth of the employee's child [up to eight and one-half (8.5) hours];
- (G) when spouse or newborn are discharged from the hospital [up to eight and one-half (8.5)hours];
- (H) medical or dental appointments [not to exceed three (3) hours, not to exceed three (3) during any six month period] unless excused by written permission of physician or dentist indicating that treatment rendered required employee to take off longer period. Use of sick leave for a medical or dental appointment under this section shall not be counted as an occurrence under Section 11 of this Article if the employee requesting the sick leave provides a statement from the medical/dental provider confirming the appointment and treatment.

Section 5. Doctor's Certification Required. Sick leave absences of three (3) consecutive days or more must be supported by the employee with a written statement from his doctor. The Chief of Police may require similar statements for shorter periods of sick leave absence consistent with attendance rules which may be adopted by the Employer.

In situations where an employee is off sick for an extended period of time due to injury or illness, the Chief of Police may require the employee to provide documentation from his doctor on an employer provided medical/psychological form. This form will solicit information from the doctor that relates to the employee's abilities, capabilities, or inability to perform job functions

specifically related to the employees job classification. Once the information is received from the doctor it will be used to determine whether an employee can perform none, part, or all of his job functions and whether the employee should return to full duty, light duty, or remain off work on sick leave.

Section 6. Fitness For Duty Evaluation. If the Police Chief has reasonable cause to believe that an employee is mentally or physically unable to perform his required duties, he may require the employee to take an examination to determine his physical or mental capacity to perform his required duties, which exam will be scheduled at the earliest available date and time. The Employer shall bear the cost of such exam.

If the examination determines that the employee is unable to perform his required duties or that his condition jeopardizes his or others health and safety, the employee may be placed on sick leave.

If the employee disagrees with the results of a mental or physical examination, he may, at his own expense, obtain an examination and opinion from his own personal physician and if the results of the examination and/or opinion differ, the respective physicians shall select a third physician who shall examine the employee and render the final decision which shall be binding on both parties. The expense of the third physician shall be equally divided between the employee and the Employer.

Section 7. Reporting Requirement. Employees are required to notify their immediate supervisor or other designated persons at least one (1) hour prior to their scheduled reporting time on the first day of absence unless emergency conditions or the absence of any personnel at the Police Department make such reporting impossible.

Section 8. Conversion. Employees hired prior to March 1, 1998 will be permitted to accrue up to 3500 hours of sick leave. Upon the retirement or death of an employee, unused accrued sick leave will be paid at the following conversion rate:

- (A) Full payment for the first twelve hundred fifty (1250) hours.
- (B) Payment of one hour for every two and one-half (2.5) hours accumulated above twelve hundred fifty (1250) hours to three thousand five hundred (3500) hours.
- (C) Full payment of 100% accumulated hours for employees killed in the line of duty.

Employees hired after March 1, 1998 will be permitted to accrue up to two thousand eighty (2080) hours of sick leave. The conversion rate of these employees will be as follows upon retirement or death:

- (A) Full payment for the first seven hundred fifty (750) hours.
- (B) Payment of one hour for every three hours accumulated above seven hundred fifty (750) hours to two thousand eighty (2080) hours.
- (C) Full payment of 100% accumulated hours for employees killed in the line of duty.

Employees who have accrued in excess of seven hundred fifty hours (750) of sick leave, may convert up to fifteen (15) days of sick leave each year at the rate of three hours of sick leave to one hour of vacation leave. The conversion process will occur in January of each year with the written request of the employee and the converted days will be counted towards the maximum number of vacation leave days that can be carried over at the end of the year.

Section 9. Receipt of Other Benefits. In the event an employee receives Workers Compensation benefits from a third-party employer to offset lost Miami Township wages during the period of his illness or injury, sick leave benefits will only be paid in such amount as is necessary to supplement the Workers Compensation benefits up to that amount that would have otherwise been earned at Miami Township had the employee not been off work due to the illness or injury.

Section 10. Administrative Transfer to Vacation Leave. Employees who remain absent on sick leave beyond the number of accrued hours of sick leave will have their continued absence charged first to compensatory time and then to vacation leave.

Section 11. Sick Leave Abuse. Sick leave is granted by the Employer in order to prevent undue hardship to the employee. It is not to be considered as or used as personal days or vacation time. Sick leave may be used only for the purposes stated in this Article. Any abuse of sick leave, including falsification of sick leave records, in violation of policies established by the Department or any patterned use of sick leave shall be sufficient cause for discipline. A regularly scheduled course of medical treatment for the employee pre-approved by the Employer which is verified by a physician and which cannot be scheduled outside of regular working hours shall not be deemed a "patterned use."

- (A) Application by an employee for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action.
- (B) Physician's statements to verify sick leave shall be required for the following: absences of three (3) consecutive days or more; more than two (2) individual instances of sick leave usage during a two (2) month calendar period; every individual instance of sick leave usage more than six (6) during a twelve (12) month period.
- (C) In the event the Employer determines that an employee has developed an excessive or patterned use of sick leave or a consistent pattern of reporting off sick on certain days of the week or following regular days off or overtime assignments, the Chief of Police or his designee shall provide a written memorandum to the employee notifying him of this problem. This written memorandum shall not be considered a warning, reprimand or other form of disciplinary action, however, it shall be placed in the employee's personnel file in order to substantiate the development of a pattern of sick leave usage.
- (D) Discipline for sick leave shall be administered in accordance with Article VII and may result in written warnings, time off without pay, or discharge. Sick leave abuse

may include: Falsification/Dishonesty; Excessive or Patterned Use; Violation of other sick leave policies established by the Department.

- (E) In addition to the above referenced sanctions or sick leave abuse the Employer shall have the discretion to impose the following restriction upon any employee who uses sick leave on more than six (6) separate occasions during a twelve (12) month period:

"All subsequent use of sick leave shall be restricted so that payment for sick leave shall not commence until the second consecutive day off [i.e., the first day off shall be unpaid]

The parties agree that any sick leave policies/procedures established by the Department shall be consistent with the intent established in the Article XIX - Section 11 - Sick Leave Abuse provision of the contract.

ARTICLE XX **Injury Leave**

Section 1. Eligibility. Any full-time employee shall be eligible to be granted injury leave for work-related injuries in accordance with the following provisions.

Section 2. Written Request. Employees applying for injury leave must submit a request in writing to the Chief of Police for processing.

Section 3. Benefits. Since all Township employees are covered under the benefits provided by the Bureau of Workers' Compensation, payment for all approved medical and surgical treatment, compensation for lost work time and other benefits will be provided as determined by the state law.

Section 4. Compensation. In the event any full-time regular employee suffers a Miami Township work connected occupational injury, and such employee is determined to be eligible to receive Workers' Compensation as a result of such injury by the Bureau of Workers' Compensation, the Township upon presentation of a certificate of a licensed physician will pay such employee the difference between his regular earnings, and the total sum of Workers' Compensation and any other Township coverage, during the first 30 calendar days including the date of such injury.

Section 5. Supplemental Compensation. In the event the employee remains disabled and unable to return to work and continues to receive Workers' Compensation benefits, he may be permitted to receive additional supplemental compensation for up to an additional sixty (60) calendar days, subject to prior approval of the Township Board of Trustees.

Section 6. Charged to Leave. Any compensation provided by the Township may be chargeable against accumulated sick leave, personal leave, compensatory time, and vacation leave.

Section 7. Physician Certification. The Township may require the employee at any time during the injury leave to present a certificate by a licensed physician certifying that such employee is not available for gainful employment due to such injury.

Section 8. Separation of Injuries. Each injury shall be considered separate from all other job related injuries when applying the provisions of the injury leave policy.

Section 9. Denial of Supplemental Leave. The Board of Trustees shall have the right to deny any or all supplemental injury leave compensation. This right is maintained even though the Bureau of Workers' Compensation may approve the employee's claim. It is agreed, however, that the Board of Trustees shall not unreasonably deny such supplemental leave compensation. Their decision shall be subject to the grievance procedure.

Section 10. Benefits Maintained. While on injury leave of absence, the employee's regular benefits as provided by the Township shall be maintained, except as otherwise provided in this Article.

Section 11. Return From Injury Leave. The employee returning from injury leave of absence must submit a doctor's statement verifying the employee's ability to return to his regular job functions.

Section 12. Job Assignment. An employee returning from injury leave of absence shall be placed on his former job, if in existence, or if not in existence, shall be offered a substantially equivalent vacant position as his seniority, skill, ability and physical fitness warrant.

Section 13. Continued Seniority. While on injury leave of absence, the employee's seniority will continue to accumulate until such time as he is determined by the State, Federal Government or private insurance carrier to be "totally and permanently disabled."

Section 14. Physician Examination. The Employer maintains the right to require the employee to be examined by a physician of the Employer's choosing to determine the employee's eligibility for an injury leave of absence or for an employee's continuation of an approved injury leave of absence. The physician's decision shall be final except as provided elsewhere in this Article.

Section 15. Injury Leave Approval Process. The Chief of Police is authorized to approve up to seven (7) work days of injury leave for employees injured on the job. Employees remaining off work in excess of seven (7) days due to an on-the-job injury shall continue to receive coverage under injury leave after securing approval pursuant to Sections 16 and 17.

Section 16. Reports Required. The Police Chief shall submit to the Board of Trustees for approval the injured employee's time sheet, the injury report and the request for injury leave of absence no later than Monday following the ending of the payroll period.

Section 17. Extension of Leave. If the time missed by the injured employee extends beyond the first payroll period in which payment of injury leave was granted, then the Chief of

Police must submit to the Board of Trustees for approval a request for injury leave of absence and the injured employee's time sheet at the end of each payroll period during which the employee is placed on injury leave.

ARTICLE XXI

Funeral Leave

Section 1. Number of Days. An employee shall have up to three (3) days paid leave to attend the funeral of a member of the employee's immediate family.

Section 2. Definition-Immediate Family. Immediate family is defined as grandparents, brother, sister, brother-in-law, sister-in-law, son, daughter, son-in-law, daughter-in-law, Father, Mother, father-in-law, mother-in-law, spouse, grandchild, legal guardian, and a step-child resulting from a legal marriage to an employee.

Section 3. Chief's Discretion. The Chief of Police may permit an employee to take additional time in special cases and charge said time against accrued sick leave.

ARTICLE XXII

Military and Family Medical Leave

Section 1. Military Leave. An employee who enters military service and has re-employment rights under applicable Federal Law and Regulations thereunder shall be considered on military leave of absence and shall retain and continue to accrue seniority during such leave of absence.

Returning service men or women shall have such re-employment or other rights as are guaranteed to them under an applicable state or federal law.

Should an employee enter into the military service after he/she has been hired by the Employer and be ordered to active duty, he/she may receive, at his/her request, all of his/her accrued vacation and/or all other monetary benefits to which he/she is entitled. These monetary benefits will be included in the last paycheck prior to entering the military service. This section does not apply to short term, reserve military service.

An employee who served in the military and/or deactivated his/her military status while employed with the Employer and is reactivated shall be treated as if he/she never was deactivated from the military service.

An employee who is serving in the military service and is ordered to active duty for a period that exceeds six (6) months may request, in writing, to have his/her monetary benefits, to include Vacation Leave, Compensatory Leave, Personal Leave, and all other monetary benefits paid out on the payroll following the receipt of the written request by the Police Chief or his/her designee.

Section 2. Family and Medical Leave Act. The Employer agrees to comply with and follow all applicable Federal standards of the Family and Medical Leave Act.

ARTICLE XXIII
Health and Safety

Section 1. Safe Work Practices. The Employer and the Union agree that the safety and health of all employees are matters of the highest importance and each will cooperate in an effort to prevent injury.

The Union agrees that careful observance of safe working practices and Employer safety rules is a primary duty of all employees. The Employer agrees that there will be uniform enforcement of such rules against employees similarly situated within the bargaining unit and among said employees said rules shall be enforced without discrimination. Violation of Employer safety rules subjects the offending employee to disciplinary action.

Section 2. Cooperation Between Employer and Union. The Employer agrees to maintain adequate provisions for the health and safety of its employees during the hours of their employment. The Union and all employees agree to cooperate with the Employer on all matters pertaining to safety. Nothing in this section precludes the Union from performing its own investigation.

Section 3. Minimum Manpower. Adequate manpower on a shift shall be the responsibility of the Employer consistent with Township community needs and safety requirements. Reserve Officers are not eligible to be considered for requirement for minimum staffing requirements, nor are they eligible to be considered for shift trades.

Section 4. Safety Hazards/Unsafe Equipment. If the Union, or an employee, reasonably believes a safety hazard exists, such as unsafe equipment, conditions or practices, the condition shall be reported to the Police Chief, or his designee. If the condition is not remedied by the Police Chief, the matter may be pursued through the grievance procedure.

ARTICLE XXIV
Uniforms and Equipment

Section 1. Original Issue Uniforms. Consistent with Township past practice, all new full-time employees in the Police Department shall be provided, at minimum, four (4) complete uniforms at the Employer's cost. "Complete uniforms" are defined by the Employer's requirements. New employees will also be issued all outer wear consistent with Department requirements. Any additional uniforms used by employees must be obtained at the employee's expenses. The Employer shall replace uniforms damaged or worn out in the line of duty.

Section 2. Original Issue Equipment. The employer will provide for all new employees all required leather gear, handcuffs, a weapon, an ASP, pepper spray, key ring, whistle, bullet proof vest, nameplate, badge, and collar brass. The employer agrees to repair and/or replace all issued

items worn out or damaged in the course of employment. Employees are responsible for the proper maintenance of issued equipment.

Section 3. Non-Uniform Positions. Employees who hold non-uniform positions (i.e. detectives) shall receive a clothing allowance of \$800.00 per year. This clothing allowance must be used by each employee between January 2 and November 15 of each year. The employee will lose his/her clothing allowance if not used by November 15 of each year. Employees are responsible for maintaining a professional appearance with the clothing allowance.

Section 4. Repair/Replacement of Personal Property. The Employer agrees to repair and/or replace any personal property damaged during the course of employment while performing the duties of assigned work with due caution and without interference by other employees, up to a cost of \$100.00 per item excluding eye glasses, contact lenses, and dental plates. These items will be reimbursed at actual replacement cost for like and similar items. The Employer agrees to repair or replace any property the Employer requires the employee to provide that is damaged or worn out during the course of employment.

Section 5. Footwear. The Employer will purchase for the employee one new pair of uniform shoes or boots once every three years. The employee may choose the boot or shoe to be purchased, providing it meets the requirements of the employer. The purchase must be made through a vendor the police department has a purchasing relationship with, and the Employer's total cost of the purchase may not exceed \$100.00. Any amount over the \$100.00 must be paid to Miami Township within thirty (30) days of the expenditure. Footwear that is damaged during the performance of official duties will be replaced.

ARTICLE XXV **Bulletin Boards**

Section 1. Bulletin Board Space. The Employer agrees to furnish the Union bulletin board space within the Police Department to be used by the Union for the posting of notices and bulletins relating to official Union business. All items so posted will bear the signature of the Union Associate and an official of the Union. The location of said bulletin board space shall be designated by the Employer.

ARTICLE XXVI **Jury Duty and Court Appearance**

Section 1. Jury Duty. Any employee required to serve on a jury before a court empowered by law to require such service shall be released from duty with sufficient time to clean up and appear and be paid his regular full pay for hours he would otherwise have worked, less any net compensation (i.e. after deduction of verified expenses for parking, mileage in accordance with IRS approved rates and meals, etc.) for jury service.

Section 2. Court Appearance Compensation. Any employee required to appear during his scheduled shift before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena, to testify concerning work related matters, originating while employed by Miami Township, shall be compensated in the same manner as for jury duty.

If an employee is required to appear other than during his scheduled shift he shall receive a guaranteed three (3) hours pay at 1½ times his regular rate provided said time does not overlap into his regular shift.

After the first three (3) hours the employee shall receive his regular hourly rate with all actual court appearance time worked applied to the normally scheduled work hours twenty-eight (28) day accumulation for calculation of overtime eligibility.

If an employee is not notified of court cancellation in advance of appearance, the employee shall be paid the three (3) hours pay providing he or she did show up at the prescribed location of the appearance.

An employee may elect to be credited with compensatory time in lieu of pay, for the total amount of court time compensation due for a single court appearance, provided that the Chief of Police, shall have the right to suspend the election of compensatory time for a court appearance if the Chief, in his sole discretion, determines that the further accrual of compensatory time is not in the best interest of department. Suspension of the election of compensatory time for court appearances shall be department wide and shall not be applied on an individual basis. Notification of suspension of the election of compensatory time for court appearances shall be posted before the suspension takes place.

Section 3. Employee Responsibilities. Employees must call the court one (1) hour before appearance to check the status of the case.

The employee shall reimburse the Township for witness fees received from the court for testifying.

Section 4. Miscellaneous Expenses. Parking expenses associated with court appearances will be paid for by the Employer, however the Township shall not be obligated to pay for mileage, etc. unless the court appearance is outside of Montgomery County.

Section 5. Time Stamp Requirement. A time stamp on the subpoena or notice from the applicable Clerk of Courts shall be presented to the employee's supervisor to provide evidence of date and time for audit back-up of the Department expenditure.

ARTICLE XXVII
Health and Life Insurance

Section 1. Health Insurance. The Employer shall continue to provide hospitalization and medical insurance to all full-time employees covered herein in such amounts and benefits as are in effect on the date of this Agreement.

The Employer shall pay 80% and the employee shall pay 20% of the applicable monthly premium for the hospitalization insurance.

The Employer agrees to a joint review in conjunction with representatives of all other Township employee bargaining units, of existing health insurance coverage prior to the date of program renewal. The Employer agrees to consider Union and employee representative recommendations, suggestions and criticisms in its selection of health insurance coverage and carriers.

Section 2. Life Insurance. The Employer shall continue to provide group term life insurance of \$25,000 and extended benefits to all full-time employees covered herein in such amounts and benefits as are in effect on the date of this Agreement. Employees shall not be required to contribute to the cost of this insurance.

ARTICLE XXVIII
Wages

Section 1. Wage Schedule. During the term of this agreement, wages shall be paid as set forth in the applicable Appendix A, Wage Rates.

Section 2. Officer-In-Charge Pay. When a police officer is assigned to fill in for a supervisor as a shift supervisor, he shall be compensated an additional \$1.50 per hour for all hours worked as Officer-in-Charge. Additionally, if such hours are worked on a holiday or on an overtime basis, the additional \$1.50 per hour shall be added to the officer's base rate and he shall be compensated at 1.5 times the total of his combined base rate and OIC compensation. Under no circumstances will compensation for Officer-in-Charge Pay be converted to any type of leave time. Any officer choosing to work as an OIC must participate in any training management determines appropriate for serving as an Officer-in-Charge.

Section 3. Hire-in Rates. Rates for the Hire-in Step listed in Wage Rates/Appendices are minimums. Current full-time Peace Officers may be hired within a Lateral Entry Program at steps higher than the Hire-in Step depending on the number of full-time years of service the new hire brings to the Lateral Entry Program.

The Lateral Entry Program allows for new hires with a minimum of two years of full-time service with another department, to be hired in at a pay step higher than the Hire-in Step. A new hire with only one (1) year of full-time experience with another department will start at the Hire-in rate. A person hired on the Lateral Entry Program will start at a pay step that corresponds with one (1)

step lower than the actual number of full-time years, within the Wage Rates/Appendices, of service he/she has earned prior to being hired by Miami Township. Under no circumstances will a person hired under the Lateral Entry Program be compensated at Step D of the Wage Rates/Appendices, regardless of the number of years of full-time service he/she has earned at another department.

Individuals hired within the Lateral Entry Program will complete the standard Field Training Officer (FTO) Program utilized by the Miami Township Police Department while concurrently service a one (1) year probationary period. Once the individual hired under the Lateral Entry Program has successfully completed the one (1) year probationary period, his/her pay will be adjusted to the pay step commensurate with the number of years of full-time service he/she has earned with another department plus the time served with Miami Township.

The other benefit offered to an individual hired under the Lateral Entry Program, and in compliance with Article XIII, Section 15, Specialty Compensation, is compensation for any specialty skill(s) he/she may bring to the department at the time he/she is hired. In order to be eligible to receive compensation for specialty skills under the Lateral Entry Program, the individual must meet all the requirements established for the specialty skill(s) area(s) at the time of hire and successfully complete the FTO Program.

Section 4. Longevity Pay. Longevity Pay is paid to the employee on the first paycheck that immediately follows the employee’s anniversary date. Additionally, Longevity Pay is paid separate from other wages earned and is paid to the employee with a physical, non-direct deposited check. Example: A paycheck is scheduled to be distributed Friday, April 2. Employee A’s anniversary is on Wednesday, March 30. Employee B’s anniversary was on Monday, March 11. Both Employee A and Employee B will receive a physical check for their Longevity Pay on Friday, April 2. The Employer is responsible for compliance with Section 4 of Article XXVIII.

Years of Service Completed	Rate of Longevity Pay/Year	Maximum Payout
One to Two Years	\$40.00	\$80.00
Three to Six Years	\$50.00	\$300.00
Seven to Ten Years	\$60.00	\$600.00
Eleven to Fourteen Years	\$70.00	\$980.00
Fifteen Years and Up	\$80.00	\$1,200.00

ARTICLE XXIX
Non-Discrimination

Section 1. No Discrimination. The Employer and the Union agree that there will be no discrimination against any employee with respect to their wages, hours or terms and other conditions of employment; nor will either party hereto interfere with, restrain or coerce any employees by reason of said employee's race, religion, sex, age, national origin, handicap, creed, ancestry, military service (Vietnam era or otherwise) and membership or lack of membership in the Union.

Section 2. No Interference. The Employer will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or lawful activity on behalf of the

Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in or activity on behalf of the Union.

Section 3. No Conflict. The provisions of this Agreement shall be interpreted so as not to conflict with state and federal laws addressing the protections defined in Section 1 and 2.

ARTICLE XXX
Separability and Savings

Section 1. Invalid Articles and Sections. In the event that any Article or Section is held invalid, or enforcement or compliance is not possible, then the parties hereto shall enter into immediate collective bargaining negotiations for the purpose of arriving at mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. The Union or the Employer may request the collective bargaining negotiations. Failure of the parties to agree on a satisfactory replacement shall cause any dispute resolution procedure contained herein and the applicable provisions of the Ohio Revised Code 4117 to be invoked. If this Agreement differs from State law in regard to a matter subject to collective bargaining, then the Agreement shall prevail over State law, Ohio Revised Code 4117.

Section 2. Effect of Laws. This Agreement is subject to all existing or future federal and state laws, rules and regulations and shall be interpreted whenever possible so as to comply fully with such laws and with any judicial decision interpreting them. In the event that any provision of this Agreement is found to be contrary to law by a court or other authority having jurisdiction, it shall be void, but the remainder of the Agreement shall remain in effect.

ARTICLE XXXI
Entire Agreement

During the negotiations resulting in this Agreement, the Employer and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the State Employment Relations Act imposes an obligation to bargain.

Except as specifically set forth elsewhere in this Agreement, the Union and Employer expressly waive their right to require the other to bargain collectively over all matters as to which the State Employment Relations Act imposes an obligation to bargain, whether or not:

- (A) such matters are specifically referred to in this Agreement;
- (B) such matters were discussed between the Employer and the Union during the negotiations which resulted in this Agreement; or
- (C) such matters were within the contemplation or knowledge of the Employer or the Union at the time this Agreement was negotiated and executed.

As used in this Article, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party.

This Agreement contains the entire understanding, undertaking, and agreement of the Employer and the Union, after exercise of the right and opportunity referred to in the first sentence of this Article, and finally determines all matters of collective bargaining for its term.

Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Employer and the Union.

ARTICLE XXXII
Transfer Of Personnel

Employees who are approved by their physician for return from sick leave on a restricted activity basis are not guaranteed a light-duty assignment. If there is a valid need for a light-duty assignment within the department, then the employee returning from sick leave on a restricted activity basis may be considered to fill the position. The Employer is under no obligation to create a light-duty position for employees returning from sick leave on a restricted activity basis.

ARTICLE XXXIII
Drug and Alcohol Testing

Management and the Union agree to a Drug and Alcohol Testing program. This program is outlined in Appendix C, Drug and Alcohol Testing Policy.

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ARTICLE XXXIV

Duration

This Agreement shall be effective from March 1, 2007 through 11:59 p.m., February 28, 2010. If a new agreement has not been entered into prior to that time, this Agreement shall continue in effect thereafter until replaced or until notice of not less than sixty (60) calendar days is given by either party to the other in writing.

Agreement shall be retroactive to March 1, 2007.

Signed by the Employer on March 14, 2007:

By: Deborah M. Preston

Deborah M. Preston
President, Board of Trustees

By: Charlie C. Lewis

Charlie C. Lewis
Trustee, Board of Trustees

By: John C. Krug

John C. Krug
Chief of Police

By: Paul R. Berninger

Paul R. Berninger
Attorney At Law

Date: 03/01/2007

By: David E. Coffey

David E. Coffey
Vice President, Board of Trustees

By: Gregory A. Hanahan

Gregory A. Hanahan
Township Administrator

By: Lisa R. deGuzman

Lisa R. deGuzman
Human Resources Director

Attest: Judy A. Osborne

Judy A. Osborne
Clerk/Treasurer

Signed by the Fraternal Order of Police (FOP) on March 14, 2007:

By: Guy Kauffman

Guy Kauffman
Ohio Labor Council, Fraternal Order of Police

By: Todd A. Comer

Todd Comer
President, FOP

By: Robert Sakal

Robert Sakal
Vice President, FOP

APPENDIX A
Wage Rates

March 1, 2007 through February 28, 2008					
Increase of 5%					
	Hire-In	A (1 Year)	B (2 Years)	C (3 Years)	D (4 Years)
Police Officer	\$20.60	\$21.36	\$22.26	\$23.11	\$23.79
Corporal					\$24.99

March 1, 2008 through February 28, 2009					
Increase of 4.5%					
	Hire-In	A (1 Year)	B (2 Years)	C (3 Years)	D (4 Years)
Police Officer	\$21.53	\$22.32	\$23.26	\$24.15	\$24.86
Corporal					\$26.11

March 1, 2009 through February 28, 2010					
Increase of 3.5%					
	Hire-In	A (1 Year)	B (2 Years)	C (3 Years)	D (4 Years)
Police Officer	\$22.28	\$23.10	\$24.07	\$25.00	\$25.73
Corporal					\$27.02

- A. In addition to the above listed wage rates, the Employer shall continue to pay up to 10.1% employee contribution to PERS, pursuant to the fringe benefit method.

- B. In addition to the above listed wage rates, the Employer shall continue to pay “Longevity Pay” per Article XXVIII, Section 4.

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APPENDIX B **PAGER LANGUAGE**

To establish a procedure to cover the wear, use, and answering of departmental issued pagers. The use of pagers is necessary to facilitate quick access to departmental employees in case of an emergency and to assist in filling available overtime in a timely manner.

Section 1. Issue of Departmental Pagers. The Miami Township Police Department will furnish and issue pagers to all sworn police department employees.

- (A) Employees do not need to alter their lifestyle in any way, other than to wear the pager anytime the department would be unable to telephone them directly at home.
- (B) The pagers issued by the department will be activated and owned by a company of the Department's choosing.

Section 2. Wear of Issued Pager. Employees of the Miami Township Police Department shall keep the departmental issued pager, either on their person or close enough at hand to be alerted when the pager is activated, when the employee cannot be reached by phone directly at home. "Directly at home" will mean where they will be available by a telephone number for their residence on file with the department and the caller will not encounter an answering machine.

- (A) Employees will leave the pager in the "on mode" at all times when they cannot be reached by phone directly at their residence. The pager can be left in the "vibrate" position or the "audible" position.
- (B) When the pager is worn on duty, the pager shall be kept in the "vibrate position". This mode will not alert possible suspects to the officer's position, if the pager is activated when concealment is necessary for officer safety.
- (C) The department issued pager must be carried by all sworn police department employees, even if the employee has another pager.

Section 3. Use of Issued Pager. The issued pager is provided as a means for the police department to be able to contact employees when necessary, in a timely manner. The pager, when used by the department, will have two distinct ways to notify the paged employee whether the page is an emergency or non-emergency page.

- (A) An "emergency page" will display on the pager as follows: 433-4400911.
 - 1. When an employee receives the emergency page, the employee is expected to answer the page within 15 minutes.
 - 2. The 911 after the initial phone number identifies the page as an emergency.

- (A) A “non-emergency page” will display on the pager as follows: 433-4400.
 - 1. When an employee receives the non-emergency page the employee is expected to answer the page within 30 minutes.
 - 2. The numbers after the initial phone number identifies the employee who made the page (i.e. 433-4400201).
- (B) The pager may be used by the employee for non-departmental calls. There is no restriction on the number of calls an employee can receive on the pager.

Section 4. Care and Trouble Reporting. The employee to whom the pager is issued is personally responsible for the proper care of the pager.

- (A) Batteries for the pager are supplied by the police department. It is the employee’s responsibility to see that the battery is changed when the pager reads ”low cell”. Batteries will be available either from the Chief’s secretary or the Road Sergeant.
- (B) If an employee finds the pager is not receiving pages, the employee shall immediately notify the Chief of Police’s secretary, who will provide a replacement pager on a temporary basis.

Section 5. Pager Range and Reporting When Out of Pager Range. The departmentally issued pager has a coverage area that includes most of Ohio, eastern Indiana, and northern Kentucky.

- (A) Employees traveling outside of the coverage area are responsible for advising the Communications Center. The employee must also notify the Communications Center upon returning to the coverage area.
- (B) The Communications Center person receiving the call from an employee leaving the coverage area will log the employee’s name and time called in the log book and on the daily log. When the employee calls in to advise the he/she is back in the coverage area the Communications Person will log that time in the log book next to the first entry and place the information on the daily log.

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APPENDIX C

Drug and Alcohol Testing Policy

Section 1. Policy Statement. Illegal drugs and alcohol misuse are inconsistent with the Township’s commitment to a safe and productive work environment. The public has the right to expect employees of the police department to be free from the effects of illegal drugs and the impairment from alcohol or legal drugs while on duty. The Township, as the Employer, has the right to expect its employees to report to work fit and able for duty and to set a positive example for the community. Moreover, the illegal use of drugs, or an employee’s impairment resulting from known adverse side effects of prescription drugs, or from consumption of alcohol presents unacceptable risks to the safety and well-being of the employees and the public, results in accidents and injuries, and reduces productivity. This policy is not intended to violate any established constitutional rights of the employees of the Miami Township Police Department.

This policy statement is based upon the combined commitment of the Union and the Employer to maintain a safe, healthful, and productive work environment for all employees and to ensure the safe and efficient delivery of services to the citizens of Miami Township. It also reflects the combined commitment of both groups to the “Drug Free Workplace Act of 1988”.

Section 2. Definitions. The clarification of certain terms is extremely important to the clear understanding of this Policy. Listed below are those terms along with their definitions.

Alcohol means beer or intoxicating liquor as defined in Section 4301.01 of the Ohio Revised Code.

Alcohol Misuse means the consumption of beer or intoxicating liquor as defined in Section 4301.01 of the Ohio Revised Code, resulting in the presence in an on-duty employee of a concentration of four hundredths of one percent (.04) or more by weight of alcohol in his/her blood or four hundredths of one gram (.04) or more by weight of alcohol per two hundred ten (210) liters of his/her blood, or an off-duty employee being under the influence of such intoxicant above the legal limit which is in violation of any state or local law.

Alcohol Test means a procedure to identify the presence of a minimum specified level of alcohol in an employee. Breath tests to determine the level of alcohol must be given by a Breath Alcohol Technician (BAT) trained to proficiency and certified by the appropriate state agency in the operation of the Evidential Breath Testing instrument (EBT). If an employee is hospitalized, such blood/alcohol testing shall be conducted in accordance with the guidelines of the medical facility.

Collection Site means a place where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs. The site will be the facility or satellite facility of the mutually agreed upon drug testing laboratory in the case of random drug testing. Such laboratory or satellite facility shall also be used for just cause or reasonable suspicion drug testing whenever possible. If the employer is hospitalized or if the laboratory site is unavailable, the collection site will be either the

location where the employee is hospitalized or another site mutually agreed upon by the Employer and the Union.

Confirmatory Drug Test means a second procedure to identify the presence of a specific drug or metabolite that is independent of the initial test and that uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. At this time gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

Confirmed Drug Test Result means a positive confirmatory drug test that has been confirmed by the Medical Review Officer (MRO), who will be a licensed physician.

Initial Drug Test (also known as a Screening Test) means an immunoassay test to eliminate negative urine specimens from further consideration and to identify the presumptively positive specimens that require confirmation through further testing.

Illegal Drug means any “controlled substance” as defined in the Ohio Revised Code, Section 3710.01(D), and any “dangerous drug” as defined in Section 4729.02 of the Ohio Revised Code, the possession or sale of which, without prescription or license, is prohibited by law.

Illegal Drug Use means the use of any “controlled substance” or “dangerous drug” that has not been legally prescribed and/or dispensed, or the use of a prescription drug that is not in accordance with the manner in which it was prescribed.

Legal Drug means any substance, the possession or sale of which is not prohibited by law.

Legal Drug Misuse means the overuse or inappropriate use of any legal drug.

Negative Drug Test Result means the absence of illegal drugs in any form or metabolites in sufficient quantities such that the illegal drug or its metabolites is not at or above the specified cutoff level in accordance with the National Institute of Drug Abuse (NIDA) standard or the standards set forth in this Policy, or the absence of a confirmed positive result.

Positive Alcohol Test means the presence in an on-duty employee of a concentration of four hundredths of one percent (.04) or more by weight of alcohol in his/her blood or four hundredths of one gram (.04) or more by weight of alcohol per two hundred ten (210) liters of his/her blood or the presence of a concentration of alcohol above the legal limits under the state or local law in an off-duty employee.

Prescription Drug means any “controlled substances” or “dangerous drug” for which possession and use are legal when “prescribed” by licensed medical personnel. “Prescribed” means a written or oral order for a controlled substance for the use of a

particular person given by a practitioner in the course of professional practice and in accordance with the regulations promulgated by the United States Drug Enforcement Administration, pursuant to the federal drug abuse control laws.

Section 3. Work Rules. The following rules apply to all members of the bargaining unit.

- (A) Whenever employees are on duty, operating Township vehicles, using an employee's personal vehicle while on Township business, or present on Township premises, they are prohibited from using, possessing, buying, selling, manufacturing, delivering, or dispensing illegal drugs; except as may be necessary in the performance of duty.
- (B) Employees are prohibited from using, possessing, buying, selling, manufacturing, delivering, or dispensing illegal drugs at anytime or place, on or off duty, except as may be necessary in the performance of duty.
- (C) This Policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their physicians about the medication's effect on their ability to work safely, and promptly disclose any restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless specifically directed to do so.
- (D) No employee shall consume alcohol, as defined in this Policy, while on duty, except in the performance of a police duty.
- (E) No employee shall consume alcohol, as defined in this Policy in such a way that when he/she is on duty there is a concentration of four hundredths of one percent (.04) or more by weight of alcohol in the employee's blood or four hundredths of one gram (.04) or more by weight of alcohol per two hundred ten (210) liters of the employee's blood.
- (F) Employees are required to cooperate in the types of tests described in this Policy and are prohibited from tampering with or otherwise obstructing such tests.

Section 4. Reasonable Suspicion Drug and Alcohol Testing. Reasonable suspicion testing for drugs and alcohol must be based upon the following considerations:

- (A) Reasonable suspicion of the illegal use of drugs and/or alcohol must be based on specific, objective facts. Any derived inferences from those facts about the conduct of an employee, must be sufficient to lead a reasonable person to suspect that the employee is engaged in illegal drug use or legal drug misuse while on or off duty, or alcohol misuse while on duty.
- (B) Reasonable suspicion of the above is based upon a combination of a number of behavioral and performance factors some of which may include, but are not limited to:

1. Disturbances in gait;
 2. Slurred speech;
 3. Odor of alcohol, marijuana or other illegal drug;
 4. Impaired gross or fine motor skills;
 5. Changes in appearance such as flushed face, red or blurry eyes, carelessness in dress or appearance, hand tremors, etc;
 6. Needle marks on body;
 7. Excessive or repetitive vehicular, equipment, or workplace accidents;
 8. Inconsistent work patterns or disruption of work patterns;
 9. Decreasing reliability or dependability;
 10. Neglecting details formerly not neglected;
 11. A history of repeated citizen complaints;
 12. A record of decreased productivity or quality of work.
- (C) Supervisors encountering such trends or actions by employees must use good judgment in evaluating the situation. Supervisors must document patterns of deteriorating work performance in a written report to establish factual data in establishing reasonable suspicion. Supervisors are never to act upon hearsay unless other corroborating information is established.
- (D) A supervisor requesting a drug screen and/or evidential breath testing (EBT) as a result of reasonable suspicion must submit a written report to the Chief of Police. This report will outline the facts and/or observations gathered by the supervisor on which he bases reasonable suspicion. The Chief of Police or his designee will review the supervisor's report and then determine if sufficient facts and/or observations have been gathered to establish reasonable suspicion.
- (E) In the event that time will not permit a written report to be submitted, supervisors must obtain verbal approval from the Chief of Police or his designee prior to initiating drug or alcohol testing for reasonable suspicion. The supervisor shall document in a written report the facts and/or observations gathered to request verbal approval from the Chief of Police prior to completing his/her tour of duty and submit it to the Chief of Police.
- (F) If the Chief of Police or his designee, upon review, determines reasonable suspicion

requirements have been met, he may order an immediate drug and/or alcohol test. These tests will be administered according to the specimen collection and testing procedures set forth in this Policy.

Section 5. Just Cause and Post-Accident Testing. Just cause for drug testing (urine or blood) and/or alcohol testing (evidential breath testing or blood) shall exist when:

- (A) There is direct observation of illegal drug use on or off-duty or alcohol usage on duty.
- (B) An on duty employee possesses alcohol or an on or off-duty employee possesses drugs or related drug paraphernalia that is outside the scope of his/her job duties or outside the guidelines of physician prescribed medication.
- (C) An employee admits to illegal drug use or possession or alcohol misuse.
- (D) An employee returns to duty after an absence of thirty (30) calendar days or more from a drug or alcohol related suspension.
- (E) An employee, on duty or driving a Township vehicle, caused a traffic accident that results in either death or “serious physical harm to a person”, as defined in Ohio Revised code Section 2901.01 (E), or “serious physical harm to property”, as defined in Ohio Revised code Section 2901.01 (F).
- (F) An employee, in pursuit of another vehicle, that appears to have violated the department’s pursuit policy causing an accident resulting in serious physical harm to the employee, serious physical harm to the subjects in the pursued vehicle, serious physical harm to a third party, or serious physical harm to property.
- (G) An officer fires a weapon at someone whether or not the person is injured.
- (H) An employee has caused “serious physical harm”, by virtue of violating the department’s use of force policy, to an individual by any means during the performance of his/her police duties.

Section 6. Alcohol Testing Procedures. Employees subject to alcohol testing shall be sent or driven to a Township designated clinic and directed to provide breath specimens in a private setting. Specimens shall be collected only by trained technicians, using testing devices approved for evidential breath testing by the federal government, that are regularly calibrated and capable of producing printed results that identify the employee.

The technician shall first conduct a screening test. If the screening test results are less than .04, then the employee will be treated as passing the alcohol test. If the screen test results in an alcohol concentration of at least .04, the technician shall instruct the employee not to belch or put anything in his/her mouth and conduct another confirmation test, fifteen to twenty minutes later. If the confirmation test results in an alcohol concentration of less than .04, the employee shall be treated as passing the test. If the confirmation test results in an alcohol concentration of .04 or more, the

employee shall be subjected to the consequences described later in this Policy.

Section 7. Drug Testing Procedures. Random drug testing is a critical component of the “Drug Free Workplace Act of 1988”. Listed below are the procedures for random drug testing:

- (A) The Union and the Employer shall mutually agree upon an independent drug testing laboratory to conduct tests and to select the MRO who will perform the independent computerized probability sampling process. All laboratory contacts shall require that the contractor comply with the Privacy Act, 5 U.S.C., Section 522(a). In addition, laboratory contracts shall require compliance with patient access and confidentiality provisions of Section 503 of Public Law 100-71. The agency shall establish a Privacy Act System of Records such that the employee records will be maintained and used with the highest regard for employee privacy.

- (B) Sample collection will adhere to the following procedures:
 - 1. When an employee has been directed by a supervisor to provide a urine specimen for any of the reasons detailed in this Policy, he/she will be taken immediately to the collection site by a supervisor. The collection site will be the facility of the mutually agreed upon drug testing laboratory in the case of random drug testing. Such laboratory shall also be used for just cause or reasonable suspicion testing drug testing if the laboratory is available. If the employee is hospitalized or the laboratory site is unavailable, the collection site will be either the location where the employee is hospitalized or another site mutually agreed upon by the Employer and the Union.
 - 2. The employee will be required to sign the laboratory’s “Drug Screen Consent” form at the time he/she is taken to the collection site.
 - 3. Failure or refusal to submit to the requirement that a specimen be provided or any undue delay by the employee or failure or refusal to execute the appropriate “Drug Screen Consent” form or any other form or cooperate in good faith with the testing and laboratory procedures may result in discharge.
 - 4. The employee may make arrangements for a Union representative to witness the testing procedure; however, the employee must obtain the witness within one-half hour of the scheduled test time. The witness will be prohibited from any action other than witnessing the test procedure.
 - 5. Specimen collection will be in accordance with the guidelines of the NIDA certified testing facility mutually agreed upon by the Employer and the Union or in accordance with the guidelines of the medical facility being used in the case of a hospitalized employee or where the laboratory is unavailable. In the case of reasonable suspicion and for cause testing, if the laboratory site is unavailable and the employee is not hospitalized, the specimen will be collected following as closely as possible the DHHS procedures for

collection and done at a mutually agreed upon site.

6. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the Chain of Custody as prescribed by the guidelines of the mutually agreed upon testing laboratory or the medical facility. In the event that laboratory procedures change, the Union and the Employer will be notified. The implementation of change will be mutually agreed upon.
 7. The employee designated to give a sample must be positively identified with either an Ohio operator's license or a police identification card.
 8. The medical testing laboratory will furnish urine sample containers pre-labeled with the employee's testing identification number, date, and time of collection. After collection, the sample will be split into two (2) containers and will be sealed, the laboratory's Chain of custody form will be completed, and the employee will be asked to confirm the information contained on the sample container and the form; by signing the laboratory's Chain of Custody form.
 9. Where the testing laboratory is unavailable for reasonable suspicion or just cause testing, the urine sample provided at another location will be preserved and transmitted to the testing laboratory as soon as possible on the next work day. A Chain of Custody form will be completed by the supervisor and the form will accompany the sample to the laboratory.
- (C) The testing laboratory selected by the Employer and the union to conduct the analysis must be NIDA certified, experienced, and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing.
1. The testing or processing phase shall consist of a two-step procedure that includes an Initial Drug Test and a Confirmation Drug Test.
 2. The initial urine drug screening test shall be an Enzyme/Multiple/Immunoassay/Testing procedure, a NIDA certified method of testing.
 3. If the initial drug screening test indicates a positive result, a confirmation drug test shall be conducted. The confirmation test shall be a Gas Chromatography/Mass Spectrometry procedure, a NIDA certified method of testing.
 4. An initial positive report will not be considered a positive, rather it will be classified as "confirmation pending". When a confirmation pending report is received, urine specimens shall be maintained under secured storage for an

indefinite period of time. Notification of the test results shall be held until confirmation test results are obtained.

5. All drug test results shall be evaluated by NIDA certified medical or scientific personnel, who are qualified to collect urine samples and trained in collection procedures, prior to being reported to the MRO. The testing laboratory shall forward all drug test results only to the MRO. It is the intent of the parties that any such drug test results shall be afforded the highest degree of confidentiality. All test results shall be treated with the same confidentiality as other employee medical records and will be disclosed only to those administrative personnel involved in the screening, rehabilitation or discipline process.
 6. Any sample that has been adulterated or is shown to be a substance other than urine shall be reported as such. Any adulterated sample or samples otherwise tampered with, may be treated for disciplinary purposes as a positive result.
- (D) There shall be a ten-panel screening process and the substances to be tested for, and the threshold substance levels that shall be considered a positive test result are as follows:

<u>DRUG</u>	<u>STANDARD</u>	
	<u>Screen Confirmation</u>	
	<u>Ng/ml</u>	<u>Ng/ml</u>
Amphetamines/Meth	1000	300
Barbiturates	300	200
Benzodiazepines	300	300
Cannabinoids/THC	50	10a
Cocaine Metabolite	300	150b
Methadone	300	100
Methaqualone	300	200
Opiates	300	200*
Phencyclidine (PCP)	25	20
Propoxyphene	300	200

* 25 Ng/ml if immunoassay specific for free morphine

a Delta-9-tetrahydrocannabinol-9-carboxylic acid

b Benzoyllecgonine

Should NIDA add to or delete from the current panel of controlled substances or alter the initial screening or confirmation levels, the Employer and the Union will meet to discuss revising the list or testing levels to conform to NIDA standards. Employees will be notified, in writing, of such changes.

- (E) If the screen results are negative, the results will be reported in writing to the MRO and the sample will be discarded. All records relating to a negative drug screen test shall become a part of the employee's medical record and shall remain confidential and restricted.
- (F) If the screen results are positive, the following process will be followed:
1. If the results of the first screen are "confirmation pending." the test laboratory will immediately conduct a second testing procedure that is technologically different and more sensitive than the initial screen test on a different portion of the original sample.
 2. If the confirmatory drug test is positive, the MRO will use his/her best efforts to notify the employee either in writing, sent to the employee's home address, or by telephone, to appear for a verification interview. In the event that the MRO is unsuccessful in reaching the employee he will seek the assistance of the Union President, but not the Chief of Police. No other township employee or agent shall be informed of the positive confirmatory drug test until the verification interview is held. If the employee refuses to participate in the verification interview, the MRO will report the confirmed positive test result to the Chief of Police.
 3. At the interview, the employee shall be provided an opportunity to provide the MRO with any prescription drug container, along with the identity of the prescribing/dispensing physician or health care provider, or any other evidence. The MRO shall then contact the prescribing/dispensing physician or health care provider for confirmation.
 4. The MRO shall contact the testing laboratory in an effort to verify that the prescription drug presented by the employee matches the drug identified in the positive confirmatory drug test. If the prescription drug and the drug identified in the positive confirmatory drug test match, then the drug test result shall be considered as a negative drug test result and discarded.
 5. The MRO shall report the results of positive confirmation test results to the Chief of Police. Confirmed positive test results are for administrative purposes only and shall not be used against the employee during any phase of any criminal proceeding.
 6. An employee whose drug test result is a confirmed positive drug test may demand that he second portion of the split urine specimen be tested by a NIDA certified laboratory of his/her choice. If the employee desires to test the second portion of the split urine specimen, the following process to effect the second testing procedure will be required:
 - a) The employee shall, within five (5) working days following the date on which he/she received notification of the positive test result,

submit a written notice to the Chief of Police and a written directive to the MRO who will then notify the NIDA certified laboratory that processed the random drug sample and issued the positive result.

- b) The NIDA certified laboratory that issued the positive test result shall, within seventy-two hours (72) after receiving such written directive by the employee through the MRO, cause the second portion of the split urine sample to be delivered to the NIDA certified laboratory chosen by the employee for the second drug test.
 - c) Appropriate chain of custody procedures described in section G below, shall be closely followed in all cases. The alternate testing laboratory will be required to complete a Chain of Custody form.
 - d) The testing laboratory shall notify the employee and the Chief of Police of the test results within twenty-four hours (24) of completion of the second testing procedure.
 - e) Re-testing expenses related to the second drug screen test shall be paid by the employee. If the drug test result from the laboratory chosen by the employee is negative, the original confirmed test shall be considered negative and no disciplinary action will be initiated. The Employer shall fully reimburse the employee for the cost of the second drug test if the test result is negative.
- (G) A chain of custody procedure shall be utilized by the mutually agreed upon laboratory and any other mutually agreed upon facilities to be used as collection sites and test site. These procedures shall account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an approved agency Chain of Custody form be used from time of collection to receipt by the laboratory; and that upon receipt by the laboratory an appropriate laboratory Chain of Custody form shall account for the sample or a portion of the sample within the laboratory. Chain of Custody forms shall, at a minimum, include an entry documenting date and purpose each time a specimen or portion of a specimen is handled or transferred and identifying every individual in the Chain of Custody.

All records pertaining to Department required drug tests shall remain confidential insofar as they shall not be provided to other employees or agencies without the written permission of the person whose records are sought. Drug test results and records shall be stored and retained in compliance with Ohio Revised Code Chapter 147.

Section 8. Consequences. Listed below are the various consequences related to this drug and alcohol Policy:

- (A) Employees who refuse to cooperate in required tests, test positive for illegal drugs or

use, possess, buy, sell, manufacture, deliver, or dispense illegal drugs in violation of this Policy will be placed on leave pending termination.

- (B) Unless aggravating circumstances are present (in which case the employee may be terminated), the first time an employee tests positive for alcohol or possesses, consumes, or are under the influence of alcohol, they will be subject to disciplinary action short of termination.
- (C) Employees who test positive for alcohol or violate these alcohol rules more than once are subject to further disciplinary action up to and including termination, or may be referred to an Employee Assistance Provider in which case continued employment and/or reinstatement will be conditioned upon cooperation with the EAP, successful completion of any prescribed treatment, passing follow-up tests and other appropriate conditions.

Section 9. Confidentiality. The Employer shall treat initial positive test results as confidential pending final confirming reports. To the extent permitted by law, the Employer will attempt to maintain the confidentiality of information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided by the employee's physician. Such information shall be maintained in secure files separate from other information contained in the employee's personnel file. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may be disclosed to others where required by law, where the subject of the information consents or where a grievance, charge, claim, or other legal proceeding is initiated by or on behalf of a test subject, in which the records or information are relevant.

Section 10. Voluntary Request for Assistance. The Employer shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling, or other support for an alcohol or drug related problem (prior to taking an alcohol or drug screen test), other than the Chief of Police may require the reassignment of the employee with pay or place the employee on sick leave if the employee is unfit for duty in their current assignment. The foregoing is conditioned upon:

- (A) The employee agreeing to appropriate treatment as determined by a physician.
- (B) The employee discontinues his/her use of illegal drugs or abuse of alcohol or abuse of prescription drugs.
- (C) The employee completes the course of treatment prescribed, including an "aftercare group" for a period of twelve months.
- (D) The employee agrees to submit to random and/or periodic testing twice during any calendar year, during hours of work, for up to two (2) years after entering a treatment program.
- (E) Employees who do not agree to act or who do not act in accordance with the

foregoing shall be subject to discipline, up to and including discharge. This Policy shall not be construed as an obligation on the part of the employer to retain an employee on active status throughout the period of rehabilitation, if it is appropriately determined that the employee's current use of alcohol or drugs prevent such individual from performing the duties of their position or whose continuance on active status would constitute a direct threat to the property and safety of others.

Employees shall be afforded the opportunity, at their option, to use accumulated paid leave or take an unpaid leave of absence for the necessity of time off involved in the rehabilitation program. The Employer's responsibility to pay for any treatment and rehabilitation costs shall be limited to costs paid for by the Employer's insurance program in which the employee is enrolled.

Section 11. Frequency of Random Testing. It is important that all parties to this Agreement, clearly understand the number of people to be tested each year and the frequency of the testing. Twenty five percent of the sworn employees will be tested on a yearly basis for alcohol and fifty percent of the sworn employees will be tested on a yearly basis for drugs. Selections will be made by using a scientifically valid method in which employee will have an equal chance of being tested each time selections are made.

Section 12. Employee Assistance Program. The Employer shall immediately establish an Employee Assistance Program to provide counseling and/or referral service for employees who have drug or alcohol related problems that may adversely affect their work performance. A list counselors and/or treatment facilities that are covered by employees existing health insurance plans will be attached as an Appendix A-7 to this Agreement.

Referrals to treatment or counseling may be initiated by the Employer or the employee through the Chief of Police. All referrals are strictly confidential and unless otherwise prohibited by law, no records of referrals will be kept in the employee's personnel file to which public access is permitted. EAP services may be either voluntary or mandatory, depending on the circumstances. Initial costs associated with preliminary interviews, counseling or referral shall be borne by the Employer. Costs associated with any ongoing counseling or other professional services shall be the responsibility of the employee unless otherwise covered by applicable health insurance programs. No professional type counseling will be conducted at the workplace. Supervisors will be briefed annually on how to properly respond to employees who seek assistance.

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