

RESOLUTION 2022-142

A RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO ACCEPT THE CONTINUANCE OF THE POLICE UNION CONTRACT

The Board of Trustees of Franklin Township, Franklin County, Ohio met in a Regular session on August 25, 2022 at 6:00pm at 2193 Frank Road, Columbus, Ohio and the following Trustees were present:

Leezer: YES/ NO **Horn:** YES/ NO **Fleshman:** YES/ NO

Trustee _____ moved for the adoption of the following Resolution

BE IT RESOLVED by the Board of Trustees of Franklin Township, Franklin County, Ohio that the Board adopts, approves, and authorizes the continuance of the existing contract with the Fraternal Order of Police Capital City Lodge No. 9 that expired June 30, 2022 (See Exhibit A) until a new contract can be negotiated based on the outcome of the police levy to be placed on the ballot on November 8, 2022.

BE IT FURTHER RESOLVED, That all formal actions of this Board concerning and relating to the adoption of this Resolution were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

BE IT FURTHER RESOLVED, That this Resolution shall be in full force and effective immediately upon its adoption

Trustee _____ seconded the Resolution. The roll was called for its adoption and their vote was as follows:

Leezer: YES/ NO **Horn:** YES/ NO **Fleshman:** YES/ NO

Trustee James Leezer, Chairman, 2022

Trustee Ralph Horn, Vice Chairman, 2022

Trustee, John Fleshman, 2022

Attested to on this 25th day of August, 2022:

Fiscal Officer/ Asst Fiscal Officer
Nick Dunn/Robyn Watkins



10/19/2020
0788-01
19-MED-04-0361
39659

AGREEMENT

BY AND BETWEEN

FRANKLIN TOWNSHIP



AND



**FRATERNAL ORDER OF POLICE
CAPITAL CITY LODGE NO. 9**

JULY 1, 2019 THROUGH JUNE 30, 2022

AGREEMENT
BY AND BETWEEN
FRANKLIN TOWNSHIP
AND
FRATERNAL ORDER OF POLICE
CAPITAL CITY LODGE NO. 9
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ARTICLE 1

AGREEMENT

1.1 Agreement. This Agreement is entered into by and between the Township of Franklin, Franklin County, Ohio (the "Township"), and the Fraternal Order of Police, Capital City Lodge No. 9, (the "Lodge").

1.2 Purpose. This Agreement is made for the purpose of promoting cooperation, and orderly, constructive and harmonious relations between the Township, bargaining unit members and the Lodge, and to set forth the complete understandings and agreements between the parties governing wages, hours, terms and conditions of those members' employment.

1.3. Governing Law. This Agreement shall be governed by the laws of the State of Ohio, including, but not limited to, the provisions of Ohio Revised Code Chapter 4117.

1.4. Severability. Should any part of this Agreement be held invalid by operation of law or by final order issued by any court of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such court pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this agreement, the parties shall, meet within thirty (30) days after receipt of such request in an attempt to modify the invalidated provision(s) by good faith negotiations.

1.5. Sanctity of Agreement. The Township and the Lodge agree that no elected official of the Township or Lodge Representative shall ask a member to make any written or verbal agreement which would conflict with this Agreement. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by the parties.

1.6 Past Benefits and Practices. Any past benefit or past practice that has been continuous, known, uniform and sanctioned by the Township Board of Trustees, but not incorporated in this Agreement, shall not be altered until and unless good faith discussions between the Township and the Lodge take place. The Township Trustees shall determine what matters constitute a past benefit or practice and such determination shall not be subject to arbitration.

ARTICLE 2

RECOGNITION

2.1 Recognition. The Township recognizes the Lodge as the sole and exclusive representative for all employees included in the bargaining units described in Section 2 of this Article in matters affecting wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of any provision of this Agreement.

2.2 Bargaining Units. The bargaining units covered by this Agreement consist of: (a) all sworn, regular full-time members of the Franklin Township Police Department ("Department") in the rank of Sergeant; and, (b) all sworn, regular full-time members of the Franklin Township Police

Department who hold the rank of and/or are designated as Patrol Officers. Excluded from inclusion in these bargaining units are Department employees above the rank of Sergeant and the Chief of Police. Unless otherwise noted herein, the term "bargaining unit members" shall mean employees within the bargaining units (hereinafter sometimes referred to singularly as "member" and collectively as "members").

ARTICLE 3

NON-DISCRIMINATION

3.1 Joint Pledge. As may be provided by applicable law, neither the Township nor the Lodge shall unlawfully discriminate against any member on the basis of age, sex, race, color, creed, national origin, political affiliation, handicap, marital status, application for or participation in the worker's compensation program or membership or non-membership in the Lodge.

3.2 Township Pledge. The Township agrees not to interfere with the rights of members to become members of the Lodge, and the Township shall not discriminate, interfere with, restrain or coerce any member because of Lodge membership or because of any legal member activity performed in an official capacity on behalf of the Lodge as long as that activity does not conflict with the terms of this Agreement or is not in violation of law, rule or regulation.

3.3 Lodge Pledge. The Lodge recognizes its responsibility as exclusive bargaining representative and agrees to fairly represent all members of the bargaining unit without discrimination, interference, restraint or coercion. The Lodge agrees not to interfere with the rights of members to refrain or resign from membership in the Lodge and the Lodge shall not discriminate, interfere with, restrain, or coerce any member exercising the right to abstain from membership in the Lodge or involvement in Lodge activities.

ARTICLE 4

LODGE SECURITY

4.1 Dues Deduction. The Township agrees to deduct regular Lodge membership dues, as certified by the Lodge to the Township, the first pay period of each month from the payroll check of a member. The Township also agrees to deduct Lodge initiation fees and assessments, as certified by the Lodge to the Township, in the first pay period of a month in which such fees and assessments are due from the pay of a member. If a member has insufficient pay in the first pay period of a month in which said deductions are due, the deduction shall be made from the next or subsequent pay. If a deduction is desired, the member shall sign a payroll deduction form which shall be furnished by the Lodge and presented to the township clerk. The Township Clerk agrees to furnish to the Financial Secretary of the Lodge, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a notice of any change in the number of members for who deductions were made. Nothing herein shall prohibit members covered by this Agreement from submitting dues directly to the Lodge. No other employee organization dues shall be deducted from any member's pay during the term of this Agreement.

4.2 Processing of Dues Deductions. The Township shall be relieved from making such individual "check-off" of dues deductions upon a member's: (1) termination of employment; (2) transfer to a job other than one covered by a bargaining unit; (3) an unpaid leave of absence; (4)

revocation of the check-off authorization in accordance with the terms of this Agreement; or (5) resignation by the member from the Lodge. Any changes in the rate at which dues are to be deducted shall be certified to the Township Clerk by the Treasurer of the Lodge at least thirty (30) days prior to the implementation date. The parties agree that neither the members nor the Lodge shall have a claim against the Township for errors in the processing of deductions, unless a claim of error is made to the Township in writing within one hundred eighty (180) days after the date such error is claimed to have occurred. If it is found an error was made, it will ordinarily be corrected at the next pay period that the Lodge dues deduction would normally be made by deducting the proper amount.

4.3 Fair Share Fee.

As a consequence of the decision in Janus v. AFSCME, Council 31, et al. (decided June 27, 2018), the Township and the Lodge have agreed to remove prior provisions pertaining to the payment of fair share fees by non-members; and, the Township and Lodge agree that fair share fees may no longer be deducted from non-members' pay. The Township and the Lodge agree further that, in the event there are changes in the law that permit the collection of fees or other financial support from non-members of the Lodge through payroll deduction, the Lodge and the Township shall enter into good faith negotiations to address and permit the collection of such fees and/or financial support through payroll deduction.

4.4 Additional Payroll Deduction. The Township may, at its option, provide the Lodge with a maximum of three (3) additional payroll deductions for the purpose of the Lodge providing additional member benefits.

4.5 Lodge Indemnification. The Lodge hereby agrees that it will indemnify and hold the Township harmless from and against any and all claims, actions or proceedings, including the defense thereof, by any person arising from deductions made by the Township pursuant to this Article. Once the funds are remitted to the Lodge, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Lodge.

4.6 Bulletin Board. The Lodge shall be permitted to continue to maintain a bulletin board at Department Headquarters. Lodge bulletins and Lodge material only will be permitted to be posted on this board. In the event inappropriate material is placed on the Lodge bulletin board, it shall be immediately removed by a Lodge Representative.

4.7 Ballot Box. The Lodge shall be permitted, upon prior notification to the Chief of Police, to place a ballot box at Department Headquarters for the purpose of collecting members' ballots on all Lodge issues subject to ballot. The box shall be the property of the Lodge and its contents shall not be subject to the Department's review.

4.8 Bargaining Unit Meetings. The Lodge shall be permitted, upon prior notification to and approval by the Chief of Police, to hold meetings for members at Department Headquarters or other Township building, room or facility. The Chief of Police shall not unreasonably withhold approval for such meetings. It is intended that normal Departmental operations shall not be disrupted by the use of this provision.

4.9 Use of Intra-Departmental Mail. The Lodge shall be permitted to utilize the intra-departmental mail system and agrees that the use of the mail system will be reasonable and limited for the purpose of providing information to members pertaining to Lodge business or

bargaining unit representation. All mail placed into the mail system by the Lodge shall be the property of the member to whom it is addressed and shall not be subject to the Township's review. The Township shall not be responsible for such mail.

4.10 Personal Mail. It is the policy of the Township that the Township offices shall not be used by members as an address for regular receipt of personal mail. However, in the event clearly marked or identifiable personal mail is sent to a member at the Township offices, it shall not be subject to prior review by the Department or Township; provided, however, that the Department shall not be deemed in breach of this provision should such mail be inadvertently opened upon a good faith belief that such mail was intended for or relates to Departmental and/or Township operations.

4.11 Lodge Business. Representatives of the Lodge, other than bargaining unit members, shall be permitted to transact official Lodge business at Department work sites at all reasonable times, provided that this shall not interfere with or interrupt normal Department operations, and provided the representative gives the Chief of Police or designee advance notice.

4.12 Grievance Representative. The Lodge President shall designate one (1) Grievance Representative and an alternate in the bargaining unit who shall be Lodge members. The Grievance Representative OR alternate shall be allowed to attend one (1) Grievance Procedure Seminar sponsored by the Lodge per year, with pay, where each Seminar is held during a regular tour of duty and does not exceed eight (8) hours in length. Approval for attendance at these meetings shall not be unreasonably withheld; The Lodge President shall notify the chief of Police, in writing, of the name of the Grievance Representative and alternate within thirty (30) days of their appointment. The authorized functions of a Grievance Representative or the alternate, in the absence of the grievance representative, shall include the following: (a) attendance at any joint meeting between the Township and Lodge relating to employee relations and/or grievances; (b) representation of a member in investigating and processing grievances; and (c) providing general supervision and coordination of grievances.

4.13 Lodge Delegate. One duly elected delegate or alternate to the State or National Conferences of the Fraternal Order of Police may, subject to the approval of the Chief of Police, be allowed one day off with pay to attend such functions additional time off will not be unreasonably withheld.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1 Grievance Defined. A grievance is an allegation that there has been a breach, misinterpretation, or improper application of this Agreement or that a Department work rule or regulation has not been uniformly applied.

5.2 Qualifications. A grievance may be initiated by an aggrieved member OR by the Lodge. A grievance initiated by the Lodge shall be filed at Step Three, and be signed by a Lodge Officer. When a group of members desires to file a grievance involving each member of the group in a substantially similar manner, the Lodge or Grievance Representative may select one (1) member to process the grievance as the designated representative of the affected group. suspension or

discharge grievances, if initiated, shall be filed directly at step four of the Grievance Procedure. A member has the right to file grievances and have them adjusted without the assistance of a Lodge Representative, as long as the adjustment is consistent with the terms of this Agreement and as long as the lodge representative has the right to be present at the adjustment.

5.3 Jurisdiction. Nothing in the Grievance Procedure shall deny members or the Lodge any rights available at law to achieve redress of their legal rights, including but not limited to, the right to file charges with the State Employment Relations Board. However, once a member or the Lodge elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure and a court or administrative tribunal takes jurisdiction over the complaint, dispute, or charge, the member and the Lodge are thereafter precluded from seeking a remedy under this procedure.

5.4 Grievance Withdrawal. Any member or the Lodge may withdraw their respective grievance at any point by submitting in writing a statement to that effect or by permitting the time requirement at any Step to lapse without further appeal. Once a grievance is withdrawn, the member and/or the Lodge shall thereafter be precluded from filing a grievance or taking any similar action based upon the incident or circumstance which gave rise to the initial grievance.

5.5 Time Limits and Representatives. Any grievance which is not answered within the stipulated time limits may be advanced by the member to the next succeeding Step in the Grievance Procedure within the time frames set forth therein. All time limits on grievances may be waived by mutual written consent signed by the parties. Any Step in the Grievance Procedure may be waived on any grievance by mutual consent. The parties may, upon advance notice, bring additional representatives to any meeting in this grievance procedure, provided that the attendance of such representative may be beneficial in resolving the grievance and will not unduly disrupt or otherwise interfere with the Grievance Procedure outlined herein. For purposes of computing this under this procedure, where the last day a grievant or respondent is required to act under the time limits set out in this Article falls on a holiday, the grievant's or respondent's scheduled day off, or during the grievant's or respondent's approved leave, the time limit for the act shall be automatically extended to the end of the next regularly scheduled work day for such person. Furthermore, if an office specified for receipt of a grievance or the issuance of a response is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or the issuance of a response, then the grievant or respondent, as the case may be, will be permitted to file such grievance or issue such response on the next day on which such office is open.

5.6 Grievance Form. Grievances shall be processed on the mutually agreed upon form. The Lodge shall be responsible for the printing and distribution of the grievance forms.

5.7 Grievance Steps. All grievances must be processed at the proper Step in the progression in order to be considered at any subsequent Step. The following Steps and procedures shall be utilized in the resolution of grievances:

A. Step One – Informal.

1. A grievant shall first attempt to resolve a grievance informally with the grievant's immediate supervisor. This attempt at informal resolution shall be made by the grievant within fourteen (14) calendar days of the date that either the grievant first has knowledge of the events or circumstances giving rise to the grievance. At this Step there is no requirement that the grievance be submitted or responded to in writing. However, upon request of the grievant, a Grievance Representative may

be present, or may initiate the informal attempt at resolution on behalf of the grievant. The supervisor shall provide a verbal answer to the grievant or Grievance Representative within seven (7) calendar days after the initial attempt at informal resolution.

2. If the grievant is not satisfied with the response from the immediate supervisor at this Step, the grievant may pursue the formal Steps which follow. In doing so, the grievant may seek the assistance of the Grievance Representative.
3. In the absence of a rank below that of the Chief of Police, then this Step One Informal attempt at grievance resolution shall be made with the Chief of Police. If the grievant is not satisfied with the Chief's response, the grievant shall proceed to Step two by submitting the grievance in writing to the Chief of Police within seven (7) calendar days after receiving the Chief's informal Step One response.

B. Step Two – Chief of Police.

1. Should the grievant not be satisfied with the response at Step one, the grievant may submit the grievance to the Chief of Police. This written grievance shall be submitted to the chief within seven (7) calendar days after receiving the informal step one response. The Chief of Police shall note on the grievance form the date of its receipt.
2. Within ten (10) calendar days after receipt of the grievance, the Chief of Police shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievant. The Grievance Representative may attend the meeting. One representative of the Township may attend the meeting at the invitation of the Chief of Police.
3. At the meeting called for at this Step, the grievant and/or the Grievance Representative will be permitted to give a full explanation of the grievance and the material facts relating thereto.
4. Within seven (7) calendar days after the meeting at this Step, the Chief of Police shall submit to the grievant and/or the Grievance Representative a written response to the grievance, which response shall be signed and dated.

C. Step Three - Board of Trustees.

1. Should the grievant not be satisfied with the response at Step two, the grievant may submit the grievance to the Board of Trustees. The grievant shall initiate this submittal by delivering, within seven (7) calendar days after receipt of the Step two response, a copy of the grievance form containing the written responses from Step two, and any other pertinent documents, to the office of the Board of Trustees.
2. The grievance shall be heard by the Board of Trustees or its representative at its next regular meeting, unless the grievant requests or the Trustees direct that the matter be heard at the next subsequent regular meeting. The Grievant may be

represented by the Grievance Representative or other Lodge Representative at this meeting. Within seven (7) calendar days after the meeting, the Board of Trustees or its representative shall submit to the grievant a written response to the grievance, which response shall be signed and dated.

3. Should the grievant not be satisfied with the Trustees' response to the grievance at Step three, the grievant shall notify the Grievance Representative of the grievant's desire to proceed to arbitration. The Grievance Representative will present the grievant's request for arbitration to the Lodge President. Should the Lodge President determine to proceed to arbitration with the grievance, the Lodge President or his or her designee shall so notify the Board of Trustees by written notification. This written notification shall be delivered to the office of the Board of Trustees within fourteen (14) calendar days after the grievant's receipt of the Trustees' written response. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step three reply.

D. Step Four – Arbitration.

1. Upon initiation of a request for arbitration, the Township and the Lodge shall, within fourteen (14) calendar days following the request for arbitration, request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within fourteen (14) calendar days from the date the list is received. The parties shall use the alternate strike method, from the list of seven (7) arbitrators submitted to the parties by the FMCS. The party requesting the arbitration shall be the first (1st) to strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the right to elect to reject the list in its entirety and to request the submission of a new seven (7) member panel from FMCS, which election may only be exercised once. After such an election, the procedures set forth herein shall be used to select an arbitrator. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.
2. The arbitrator shall determine the grievance in accordance with the terms of the Agreement in effect on the date of the incident giving rise to the grievance.
3. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement. The arbitrator shall be confined solely to the issues submitted for arbitration. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to order modification of said discipline for the offense charged. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than forty-five (45) calendar days prior to the date the grievance was presented to the Township in Step One of the Grievance Procedure.
4. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing on the grounds that the matter is nonarbitrable or beyond the

arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is not arbitrable, the arbitrator shall render no decision on the merits.

5. The decision of the arbitrator shall be final and binding upon the Lodge, the member and the Township. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Township and the Lodge. Any costs directly related to the services of the arbitrator shall be paid by the losing party. Expenses, if any, of the witnesses shall be borne by the party calling the witness except that member witnesses on duty time shall not lose any wages due from the Township. The fees of the court reporter shall be paid by the party asking for one. The fees of the court reporter shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript. The Township shall not incur any overtime expense as a result of this Step.

5.8 Time Off For Presenting Grievances. A grievant and Grievance Representative shall be allowed reasonable time to pursue a grievance during their regular tours of duty with prior approval of their respective supervisors, provided that normal Department operations shall not thereby be interfered with or interrupted. Grievance meetings at Step two shall, to the extent possible, be held during the grievant's tour of duty. The Grievance Representative and/or the grievant must obtain prior approval from their respective supervisor(s) before conducting meetings with each other or with other members while on duty, which approval shall not be unreasonably withheld. The Grievance Representative shall be allowed reasonable time, as approved by the supervisor, during the Representative's regular tour of duty, to conduct a proper investigation of each grievance, which approval shall not be unreasonably withheld. The withholding of such approval shall result in an automatic, equivalent extension of the time limits within which a grievant must appeal the grievance or have it heard. The Township shall not incur any overtime expense as a result of this provision.

ARTICLE 6

MANAGEMENT RIGHTS

6.1 Management Responsibilities. The Lodge recognizes the right and authority of the Township, subject to the restrictions, modifications, and limitations of this Agreement, to administer the business of the Township and the Lodge recognizes that the Township has and will retain the full right and responsibility to direct the operations of the Department, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine the Department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;

- D. To determine the size and composition of the work force in the Township's organizational structure, including the right to relieve employees from duty by layoff or job abolishment;
- E. To determine the hours of work and work schedules required to most efficiently operate;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To maintain the security of records and other important information;
- I. To determine the overall budget;
- J. To maintain and improve the efficiency and effectiveness of the Township's operations; and
- K. To determine and implement necessary actions in emergency situations.

6.2 Matters Bargained and Not Bargained. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of reasonable policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement. The Township is not required to bargain with the Lodge during the term of this Agreement on subjects reserved to its management and direction, except as affect wages, hours, terms and conditions of employment and the continuation, modification or deletion of a provision of this Agreement.

ARTICLE 7

WAIVER IN CASE OF EMERGENCY

7.1 Waiver. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Franklin County Commissioners, the Township Board of Trustees, the Federal or State Legislature, or the Chief of Police, resulting from acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended for the duration of the emergency:

- A. Time limits for management, the Lodge, or a member to reply on grievances.
- B. Selected work rules and/or agreements and practices relating to the assignment of all members.

7.2 Termination. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the Grievance Procedure in which the grievance(s) had properly progressed.

ARTICLE 8

CORRECTIVE ACTION

8.1 Discipline for Cause. No member shall be suspended, discharged, or otherwise disciplined except for just cause. This section does not apply to a discharge of a member while in his or her probationary period.

8.2 Progressive Disciplinary Action. The principles of corrective action will be followed. For charges dealing with insubordination and conduct which is a violation of law, a member may be removed from employment with Franklin Township. Ordinarily, progressive corrective action will involve an oral reprimand before a written reprimand, a written reprimand before a suspension, and a suspension before removal for a repeated offense or an additional related offense. If the offense is of a serious nature, or involves a serious violation of criminal law, the Chief of Police may determine that a different disciplinary sequence be utilized. Whenever a member reasonably believes that a meeting or conference with a supervisor may result in disciplinary action, the member may request the presence of the Grievance Representative.

8.3 Disciplinary Procedure. Whenever the chief determines that a member may be subject to suspension or discharge, the following procedure shall apply:

- A. The member shall be provided written notification from the chief of his or her intent to consider the imposition of discipline. The notice shall advise the member of the charges and specifications in sufficient detail so as to allow the member to respond at a meeting that the chief schedules with the member.
- B. The member shall have the opportunity, with the assistance of a Lodge representative, to meet with the chief to offer any defense or mitigation to the charges.
- C. If the Chief, after meeting with the member, intends to recommend either a suspension or discharge, the Chief shall provide written notification to the board of trustees and the member of the charges, specifications and evidence which support the Chief's disciplinary recommendation.
- D. The Board of Trustees shall schedule a hearing, which shall be held in private, to hear the charges and to make a written decision thereon. At this hearing, the charged member shall be allowed to be represented by a Lodge representative, to call witnesses and present evidence material to his or her defense, and to confront adverse witnesses.
- E. After an accused member receives notice to appear for the Trustees' hearing, the member and his Lodge Representative or attorney, when one is involved, shall be provided access to and, if requested, copies of transcripts, records, written statements, video and audio tapes, and results of any polygraph examinations pertinent to the case. Such access will be provided only after written request by the member, his Lodge Representative, or his attorney to the Chief. A member who is charged, or his or her Lodge Representative or attorney, may make a written request for continuance of the Trustees' Hearing for a reasonable amount of time to review the above referenced material. This request shall be granted where practicable. The length of the continuance shall be mutually agreed upon.
- F. A member who is subject to being charged may waive the meeting with the Chief and accept the discipline recommended by the Chief. A member who is charged may waive

a hearing by the Board of Trustees and accept the discipline recommended by the Chief. Such waivers or acceptance of discipline shall be in writing and signed by the chief and the member. In such instances, the discipline accepted by the member shall not be subject to review by the board of trustees.

8.4 Internal Investigations.

- A. Whenever a member is initially notified to report for any internal investigation interview that member shall be provided with a written notice of the general nature of the inquiry and shall be given a reasonable opportunity of no less than seventy-two (72) hours to contact a Lodge Representative or an attorney prior to being interviewed. If requested by the member, the Lodge Representative or the attorney shall be allowed to accompany the member during all interview sessions. If, during an interview session, the member chooses to obtain a Lodge Representative or an attorney, the interview session shall cease and the member shall be afforded a reasonable opportunity of no less than seventy-two (72) hours to contact a Lodge Representative or an attorney. The member may waive the seventy-two (72) hour time limit. A member shall be subject to being recalled for further interviews. Unless the general nature of the inquiry materially changes, no further written notice to a member is required for subsequent interviews.
- B. Prior to the initial questioning session, the respondent member, i.e. the member(s) under investigation, shall be advised in writing of the general nature of the inquiry and specifications of the alleged complaint, if any, and will be given a brief synopsis of the facts surrounding the investigation.
- C. Prior to any questioning, a member who is being interviewed shall be advised of such member's criminal rights, and/or administrative rights, whichever is applicable.
- D. Any interrogation, questioning or interview of a member will, to the extent practicable, be conducted during such member's working hours. A Lodge representative on behalf of the member may agree to the member being interviewed at a time outside of normal work hours. Interview sessions shall be for reasonable periods of time and members shall be permitted time to attend to physical necessities during such sessions.
- E. Any interrogation and/or interview, including polygraph examinations, of members shall be tape recorded by the employer and/or member at the request of either party. The member and/or his Lodge Representative or attorney will be afforded the opportunity, upon written request directed to the Chief or his designee, to obtain a copy of the tape. If a transcript of the tape is made by the employer, the member will, upon written request to the Chief, be provided a copy of such transcript.
- F. Any evidence obtained in the course of an internal investigation through the use of improper administrative pressures shall not be admissible in any subsequent criminal or disciplinary action. However, it is not improper administrative pressure to charge or threaten to charge a member with insubordination for failing to answer questions or participate in an investigation so long as the member has been advised that such conduct may be made the basis for the charge of insubordination. In addition, explanation of potential disciplinary consequences as to the matter under investigation shall not be construed as improper administrative pressure.
- G. A member may be ordered to submit to a polygraph examination if the member is a primary

focus of an investigation, a witness to an incident or with the consent of the member. Polygraph examinations shall be administered by an outside person or agency. No polygraph examination shall be given unless the incident could amount to a violation of law which may be chargeable as a felony, unless the member consents. In addition, a member may also be ordered to take a polygraph examination if the complainant against the member takes a polygraph examination and the results of the complainant's polygraph examination support the complaint against the accused member. A member who is so ordered to submit to a polygraph shall be provided advance notice of at least seventy-two (72) hours of the date, time and place of such examination. The examiner's interpretive results of the member's examination shall only be used to support or rebut other evidence and it shall not be used as the sole basis for disciplinary action.

- H. When any anonymous complaint is made against a bargaining unit member and there is not corroborative evidence, then the complaint shall be classified as unfounded.
- I. Any member (other than members interviewed as witnesses) who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. Further, if the investigation exceeds forty-five (45) days, the Chief or designee shall inform the concerned member in writing that additional time is required, the status of the investigation, and a possible closure date. Thereafter, the concerned member shall receive a status report, outlining the current status of the investigation, every thirty (30) days until closure. During the pendency of any investigation, a member may, at the discretion of the Chief of Police, be placed on administrative leave with pay for up to 14 calendar days. Thereafter, a member may be continued on administrative leave with pay during the pendency of an investigation only upon the approval of the Board of Trustees.

8.5 Appeals. Members may elect to appeal a decision of the board of trustees to impose suspension or discharge either to common pleas court as provided by law, or directly to arbitration, with the approval of the Lodge President, as provided in Section 5.7(D) of this Agreement. Any appeal to arbitration must be made by providing the board of trustees written notice of the intent to proceed to arbitration. This written notice shall be delivered to the office of the board of trustees within fourteen (14) calendar days after the member's receipt of the Trustee's decision. The written notice shall be signed by the Lodge President, or his or her designee. In the event an appeal is taken to the Common Pleas Court, as provided by law, the member is precluded from electing to take any appeal to arbitration. In the event that a member appeals the findings of the Board of Trustees to arbitration, as provided in Article 5, the member shall be precluded from pursuing any appeal to the Common Pleas Court, except as provided in Ohio Revised Code Chapter 2711.

8.6 Duration of Disciplinary Records. Oral reprimands shall not be placed in a member's personnel file, but the Chief or a supervisor may retain a record outside the personnel file to document the incident. Such a record shall be destroyed no later than twelve (12) months after such corrective action was taken, provided no further corrective action has occurred. Written reprimands will be removed from the personnel file of the member upon the member's written request no later than one (1) year after such action was taken provided no further corrective action has occurred. Records of disciplinary action for which a suspension or reduction pay was given will be removed from the personnel file of the member upon the member's request no later than three (3) years after such action was taken provided no further corrective action has occurred. Written reprimands, suspensions or reductions so removed from a personnel file shall be destroyed. However, the Chief may maintain a memorandum of such removal and storage in a

file other than the member's personnel file for use solely by the Chief of Police and the Board of Trustees and will not be considered for promotion. All records of disciplinary action involving insubordination or conduct which is a serious violation of criminal law shall be maintained indefinitely in the member's personnel file.

8.7 Review of Personnel Files. Every member shall be allowed to inspect his or her personnel file at any reasonable time upon the member submitting a written request to the Chief of Police. Except for supervisory personnel, administrative personnel and other Township representatives, all inspections of personnel files by a member or by others pursuant to Section 149.43 will be conducted in the presence of a designated Township representative(s). Upon a request to review a member's personnel file pursuant to Section 149.43 of the Ohio Revised Code, the Township will make a reasonable attempt to notify the member of the request unless such notification would violate law. A reasonable attempt shall at least include a telephone call to the member's home or pager, an intraoffice memorandum provided to the member or placed in the member's mail slot, personally informing either the member or an individual residing in the member's home, providing written notice to the member at the member's home, or making such other similar effort.

8.8 Inaccurate Documents. Should any member have reason to believe that there are inaccuracies in documents contained in their file, the member may notify the Chief of Police in writing of the alleged inaccuracy. Material will be removed from the file and placed in a confidential Township file until the material can be legally destroyed, when a member's claim that it is inaccurate, irrelevant, untimely or incomplete is verified and sustained by the Chief of Police. The member shall also have the right to submit a written statement detailing the member's objections to the materials in question. If such a statement is prepared, it shall be attached to the material objected to by the member. In the alternative, the member may pursue the remedies under the Grievance Procedure.

8.9 Copies of Records of Disciplinary Action. A copy of any record of disciplinary action which has been placed in or removed from the member's personnel file shall be provided to the member at the time of its placement or removal. Unfounded citizens' complaints and anonymous charges shall never be placed in the member's personnel file.

8.10 Private Action. The Township agrees that, to the extent permitted by law, all disciplinary procedures shall be carried out in private and in a businesslike manner. Any member in disagreement with the action taken by the Township may file a grievance in accordance with the Grievance Procedure contained in this Agreement.

ARTICLE 9

PROBATIONARY PERIODS

9.1 Initial Probation. Upon appointment, a member will be required to successfully complete a one (1) year probationary period. A probationary member may be terminated at any time during the probationary period and shall have no recourse to the grievance or arbitration procedure concerning probationary termination, nor may the member appeal such termination in the Court of Common Pleas pursuant to Section 505.491, et seq. of the Ohio Revised Code.

9.2 Extension of Probationary Period. The Township, through its Board of Trustees, may, from time to time and in its sole and absolute discretion, extend a member's probationary period beyond the term set forth in Section 9.1 of this Agreement; provided, however, that all extensions shall only be done upon the written approval of the Lodge and the affected member. In the event of such extension, the affected member shall continue as a probationary member for such time or times as agreed to by the parties, without interruption of Step progression. During an extended probationary period, the affected member may be terminated at any time, and the affected member shall have no recourse to the grievance or arbitration procedure concerning probationary termination, nor may the member appeal such termination in the Court of Common Pleas pursuant to Section 505.491, et seq. of the Ohio Revised Code.

9.3 Promotional Probation. A newly promoted member will be required to successfully complete a probationary period for Sergeant. This promotional probationary period shall begin on the effective date of the promotion and shall continue for a period of one hundred eighty (180) days. A newly promoted Sergeant who evidences unsatisfactory performance during the promotional probationary period shall be reinstated to the rank of Patrol Officer and shall receive the salary held by such member immediately prior to the promotion, with full credit for time served during the promotional probationary period. If so returned, the member shall have no recourse to the Grievance or Arbitration Procedure.

ARTICLE 10

PROMOTIONS

10.1 Promotions to Sergeant. Promotions to the rank of sergeant will be made by the selection of an eligible and qualified individual in accordance with the provisions of this Article. Whenever the Board of Trustees determines that a vacancy in the rank of sergeant exists, individuals shall be afforded at least fifteen (15) days to apply for the position. Posting a notice of the vacancy which contains the date by which applications must be received shall be deemed sufficient to comply with the section.

10.2 Eligibility. To be eligible to receive consideration for appointment to the rank of sergeant, a member must make timely written application for the position. As of the time the application period is closed, all applicants for the position must have at least two (2) years prior service as a full-time officer with the Township and at least three (3) total years prior service as a full-time officer. Time spent by members in the examination and interviewing process is not compensable.

10.3 Written Examination Procedure. A written examination will be administered to eligible candidates in order to determine those applicants who will be eligible to proceed to the Oral Review Board. To the extent practicable, the Board of Trustees will engage the services of an independent testing consultant to administer the examination process. Alternatively, the Board of Trustees may, in its discretion, request the Ohio Police Chief's Association or a similar fraternal body to prepare and administer the written examination. At least thirty (30) days prior to the conduct of the written examination, the applicants shall be provided notice of the source material from which the examination questions are prepared, which source material shall be made readily accessible to the applicants for their review at the Applicants' cost. The test administrator shall certify as eligible to proceed to the oral board those applicants who receive a passing score of seventy percent (70%) (or more) on the written examination. This certification shall be made within thirty (30) days after the written examination is held, provided that during this thirty (30) day period any applicant may make, and the Trustees shall consider, any written protest or challenge

from any applicant who does not achieve a passing score on the written examination. The Trustees' decision in regard to any such protest or challenge is final and is not subject to grievance or arbitration under Article 5.

10.4 Oral Review Board. Within thirty (30) days after the test administrator's certification of those applicants eligible to proceed to the Oral Review Board, an Oral Review Board shall be selected to interview all eligible applicants.

The Oral Review Board shall be comprised of the following three individuals: Two individuals selected by the Board of Trustees who are employed in the rank of Sergeant or above in other police departments in Ohio and the Chief of Police. Prior to the interviews, the Oral Review Board may be provided a written packet of information for an applicant. After interviewing each eligible applicant, the Oral Review Board shall prepare and certify its selection of not more than three (3) candidates whom the Oral Review Board, by consensus or majority vote, finds to be qualified for the appointment from among the applicants interviewed. In determining whether an applicant is qualified, the Oral Review Board shall consider each applicant's job experience, education, training, special skills, work history, performance evaluations, disciplinary record and attendance, as well as the skills, knowledge and abilities shown by the applicant in the interview. If the Oral Review Board finds that all eligible applicants are equally qualified, preference should then be given to qualified members. Unless requested by the Board of Trustees, the Oral Review Board shall not rank its selections. Any decision or recommendation by the Oral Review Board shall not be subject to grievance or arbitration under Article 5.

10.5 Appointment and Eligibility List. The Board of Trustees may appoint any one (1) of the three (3) candidates certified by the Oral Review Board for promotional appointment to the vacant sergeant's rank. In the event the individual so appointed fails to successfully complete the promotional probationary period or should a permanent vacancy occur in the sergeant's position within two (2) years following the date the Oral Review Board certified these candidates for promotional consideration, then the Board of Trustees may either appoint one (1) of the other two (2) remaining candidates to the position or proceed to solicit new applicants for the position in accordance with the provisions of this Article. If the Oral Review Board fails to initially certify three (3) candidates to the Board of Trustees for promotional consideration, the Board shall have the right to either appoint any of the candidates so certified or the Board may solicit new or additional applicants for the position in accordance with the provisions of this Article.

10.6 Time Limits. The Board of Trustees may extend the time limits set forth in this Article when the Board reasonably determines it is necessary or desirable. However, a good faith effort will be made to adhere to these time limits.

ARTICLE 11

LAYOFF AND RECALL

11.1 Notification to Lodge. Where a layoff of a member is anticipated, the Township shall notify the Lodge of the impending layoff. The Township and the Lodge shall meet to discuss possible alternatives.

11.2 Layoff Notice. Affected members shall receive written notice at least ninety (90) calendar days prior to the effective day of layoff. The notice shall specify the reason(s) for the layoff, and indicate whether the layoff is to be of a permanent nature (more than three year's duration). The

notice shall include a statement advising the member to maintain a current address with the Township and a statement advising the member of the member's reinstatement rights consistent with this Article.

11.3 Layoff Order. The Township shall determine in which rank(s) layoff(s) will occur. Where layoffs of members in a particular rank are necessary, such members shall be laid off in order of Departmental seniority, beginning with the least senior and progressing to the most senior, up to the number of members that are to be laid off. A member in a higher rank with more Departmental seniority may displace a less senior member in the next lower rank, and in succeeding lower ranks, until the youngest member in point of service is laid off. In all cases, members who bump into a lower rank shall be entitled to the highest salary step established for that particular rank into which the member bumps.

11.4 Recall List. Members who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, members who are still on the recall list shall be recalled, in the inverse order of their layoff, provided there are no major changes in the member's health and physical condition during the layoff period. The Township will incur reasonable costs for exit and reentry physicals. (Member must maintain their certification at their own expense)

11.5 Notice of Recall. Notice of recall listing a date for the member to return to duty shall be sent to the member by certified mail and personal email address, with a copy to the Lodge. The Township shall be deemed to have fulfilled its obligations by sending the recall notice by certified mail, return receipt requested, and by email to the last mailing and email addresses provided by the member. The recalled member shall have fourteen (14) calendar days following the date of delivery of the recall notice to notify the Township of the member's intention to return to duty and shall have twenty-one (21) calendar days following the date of delivery of the recall notice in which to report for duty, unless a different date for returning to duty is agreed to by the Chief and the member.

11.6 Effect of Recall. A member who is recalled from layoff shall suffer no loss of seniority or break in service for the time during which the member was laid off, provided that the member is recalled and timely returns to work during the duration of the recall list. However, a member shall receive no service credit for time spent in layoff. A member who is recalled from layoff during the duration of the recall list shall return to the step commensurate with the member's years of service, but not necessarily to the member's former rank, shift and/or assignment. If, during the duration of the recall list, a member is recalled to a rank lower than that previously held at the time of the layoff, then should the member's former rank be re-established and become available during the duration of the recall list, such member shall be entitled to appointment to that rank. If a rank is re-established and becomes available and there is more than one member who previously held such rank then the appointment shall be based upon seniority in that rank. In all cases, a member's right to appointment to any rank shall expire upon the expiration of the recall list. Furthermore, this right of appointment shall not be construed as a requirement on the part of the Township to re-establish any rank or as a limitation of the Township's right to determine the adequacy of the work force and the organizational structure of the Police Department.

11.7 Department Abolishment. Should the Township abolish, contract with, or otherwise outsource the functions of the police department to another agency, the Township shall give one hundred eighty (180) days prior notice to any members whose job will be abolished as a result of any of these actions. At the conclusion of the one hundred and eighty (180) day period, the Township shall provide members with wage and insurance benefit continuation (with no increase

in the pay rate in effect at the time abolishment) for a period of one calendar year. During this period, if a member obtains other employment, the member must immediately notify the Township of such employment and the continuation of wages and benefits from the Township shall cease upon commencement of that employment.

ARTICLE 12

LABOR RELATIONS MEETINGS

12.1 Labor Relations Meetings. The Township and the Lodge recognize the benefit of exploration and study of current and potential issues which may affect the standard of services to be provided by the Department and which may impact upon the wages, hours, and terms and conditions of employment of members. Accordingly, the Township and the Lodge agree to maintain Labor Relations Meetings to develop approaches and possible solutions to matters of mutual concern. By mutual agreement, any relevant topic may be considered at these discussions.

12.2 Labor Relations Committee. The Labor Relations Committee shall consist of not more than four (4) persons from each party, with each party naming its own representative to the Committee. The Committee shall meet at least quarterly upon the call of either party and at such other times as the parties may mutually agree. Persons representing either party who are specialists in a subject matter under discussion may be brought into Committee meetings by agreement of the parties.

12.3 Authority. The Committee's authority shall discussion, exploration and study of subjects referred to it by the Lodge and the Township. The Committee shall have authority to recommend to the lodge and the Township Trustees that modifications, additions, or deletions be made to the provisions of this agreement by mutual accord in writing, and to the extent that mutual agreement may be reached, the Committee may endeavor to find ways of accomplishing joint objectives consistent with the provisions of this Agreement.

ARTICLE 13

NO STRIKE/NO LOCKOUT

13.1 No Strike. The Lodge recognizes that members are prohibited by state law from engaging in a strike. In recognition of this prohibition, the Lodge shall meet any obligation imposed upon it by state law.

13.2 No Lockout. The Township recognizes that it is prohibited from instituting a lockout of members. The Township shall meet any obligations imposed upon it by state law.

13.3 Remedies. Each party also reserves its remedies under Ohio Revised Code Chapter 4117.

ARTICLE 14

PAYROLL RECORD

14.1 Payroll record. The Township requires the use of a time clock to record the member's presence at work, and said time record becomes the method of determining payroll.

As such, the timecard shall not be punched prior to five (5) minutes before the start time of the member's scheduled shift and not later than five (5) minutes after the quit time of the member's scheduled shift, except in an emergency situation or without documentation. Said documentation shall be in the form of entries made on the member's log sheet.

14.2 Payroll Records. Members shall receive an accurate written payroll record on each regular pay date. The payroll record for each member shall include all accruals available to the member on the last day of the pay period that is covered by the pay issued on that pay date, including but not necessarily limited to the member's accrued compensatory time, vacation time, and sick leave.

ARTICLE 15

WAGES

15.1 Pay Ranges and Rates.

The following wages will be paid to members in the rank of Patrol Officer beginning with the first full pay period in July 2019 (reflecting a market adjustment and 9% wage increase):

Steps	A	B	C	D
Hourly	24.68	26.10	27.61	33.79
Biweekly	1,974.14	2,088.20	2,208.92	2,703.17
Annual	51,327.82	54,293.32	57,431.80	70,282.29

Members in the rank of Sergeant shall be compensated based upon a rank differential of twelve percent (12%) above the top-step hourly wage for Patrol Officer. The following wages will be paid to members in the rank of Sergeant beginning with the first full pay period in July 2019:

Hourly	37.84
Biweekly	3,027.58
Annual	78,717.18

The July 2019 wage adjustments will constitute the only wage increases during the duration of this contract.

15.2 Step Advancement. Original appointment to the rank of patrol officer may be made at any step. Advancement from the original appointment to the any succeeding Step, and to any Step thereafter, shall be made after one (1) year intervals of continuous service.

15.3 Application of Pay Rates. The rates of pay set forth in Section 15.1 are based on full-time employment of forty (40) hours in a work week, eighty (80) hours in a bi-weekly pay period, and two thousand eighty (2,080) hours annually and shall be used to calculate Wages for hours in paid status for the appropriate pay range and step.

15.4 Working Out of Class. When an officer is assigned to work in a class of higher rank, for whatever reason, such officer shall be compensated at the higher rate of pay, including all other benefits based upon the higher rate of pay. This Section shall apply to all officers working in higher rank of an hourly based rate.

15.5 Annual Service Credit. Beginning in January 1996, members shall receive, in addition to other pay called for herein, an Annual Service Credit payment based on completed years of service according to the following table:

5 to 10 years	\$400.00
10 to 15 years	\$550.00
15 to 20 years	\$700.00
20 or more years	\$950.00

Payment of the annual Service Credit shall be made in a lump sum, in a separate check, and will accompany the regular paycheck in the pay period following the member's anniversary date. Payment shall be based upon completion of continuous years of active service as a full-time officer in the Franklin Township Police Department as of the date of payment. For the purpose of this Section, continuous active service shall include approved military leave.

15.6 Return to Duty. When a member is permitted to return to duty after a separation of not more than one (1) year, which separation was not due to discreditable circumstances, the member shall receive the step rate corresponding to the step rate received at the time of separation. The member shall also serve thereafter for that amount of time as would be required for advancement to the next higher step, with credit being given for time previously served prior to the separation.

15.7 Reinstatement from Authorized Leave. Time spent on authorized leave shall be credited for purposes of step advancement and shall not constitute a break in service.

15.8 Officer In Charge ("OIC"). A member who is specifically designated as the OIC for a particular shift shall be paid an additional \$1.00 per hour for the hours actually worked as the designated OIC. Except as otherwise hereinafter provided in this Section, designation of and a member's entitlement to payment as the OIC shall be subject to the following conditions:

- A. The decision to designate a member as the OIC is within the sole and absolute discretion of the Chief of Police; however, an OIC cannot be used as a replacement for a Sergeant's position unless the Sergeant is on designated approved leave or a Sergeant's position is temporarily vacant.
- B. The member must be specifically designated by the Chief of Police as the OIC for an entire shift, and the member must actually work as the OIC for that shift;
- C. Probationary members and those members who are the subject of pending disciplinary action are ineligible for designation as the OIC (pending disciplinary action means that the

member has been charged with an offense and is awaiting its disposition; is serving or is subject to serving a suspension; or is the subject of an ongoing internal investigation or complaint);

- D. All supervisory personnel (including, without limitation, the sergeant and Chief of Police) must be specifically designated as being off duty for the entire shift before an OIC may be designated for that shift;
- E. There must be another member (other than supervisory personnel) present and on duty throughout the time during which a member is designated and acting as the OIC for that shift; and
- F. Based upon the needs or interests of the Department or the public, the Chief of Police may, from time to time and in his sole and absolute discretion, alter, revise, modify or otherwise change any member's shift assignment in conjunction with an OIC designation regardless of any other provision in this Agreement.
- G. It is understood that the use of the OIC designation is an appropriate subject of labor relations meetings, and the Lodge may also discuss such use directly with the Chief of Police.

Notwithstanding the foregoing conditions or any other provision of this Agreement, the Chief of Police may, from time to time and in the sole and absolute discretion, designate a member to act as the OIC for a specific and limited period of time under such conditions as the Chief of Police may determine, which exercise of discretion on the part of the Chief of Police is not grievable.

ARTICLE 16

SHIFT DIFFERENTIAL

16.1 Shift Differential Pay Rates. Shift differential pay of one dollar (\$1.00) per hour shall be provided for any eight (8) hour work day for which the majority of work hours occur after 4:00 p.m. and prior to 7:00 a.m. and to members normally assigned to such hours, regardless of the shift hours they actually work, for all hours worked excluding hours in paid status while on approved leaves (injury leave, vacation, sick leave and compensatory time) and off-duty court-time hours.

16.2 Methods of Payment. Shift differential pay shall be paid only for actual hours worked during an eight hour work day. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay. If shift differential pay is applicable under the terms of this Article to an eight hour work day, and authorized overtime occurs in conjunction with the regular eight hour work day, the shift differential shall be paid for each hour of overtime worked. However, the shift differential pay shall not be added to the base hourly rate prior to computing the overtime rate. Shift differential shall be paid for each hour of overtime worked. However, the shift differential pay shall not be added to the base hourly rate prior to computing the overtime rate. Shift differential pay is not applicable to court appearance time; but is applicable to hours worked when called back to duty if the member is otherwise qualified for the shift differential pay. Shift differential pay will be paid on a biweekly basis and will not be cumulative under any circumstances.

ARTICLE 17

PENSION PICK-UP

17.1 Pension Pick-Up. As additional compensation, the Township shall continue to pick-up and pay 6.5% of the employee portion of the Public Employee Retirement System contribution. Such pick-up may only be reduced or eliminated, as follows:

- (a) The Township may, in its sole discretion and at any time, reduce the percentage of pension pick-up by reducing any percentage of the pension pick-up and immediately increasing each member's regular hourly rate of pay by the same percentage that the pick-up was reduced; or,
- (b) In the event that pension pick-up, in whole or in part, is prohibited by law or determined to be unlawful (by act of the Ohio General Assembly or otherwise), the Township shall eliminate any percentage of the pension pick-up that will no longer be permitted under law and immediately increase each member's regular hourly rate of pay by the same percentage of the pick-up that was eliminated. (Any increase in the members' regular hourly rates of pay that occurs as a result of action taken in accordance with this paragraph shall be reflected in an amended wage table that will be provided by the Township to all members on or before the date that the new wage rates become effective.)

ARTICLE 18

HOURS OF WORK AND OVERTIME

18.1 Definition. The work week shall consist of forty (40) hours based on consecutive work days and consecutive days off. The wage ranges prescribed in the pay plan for the respective classes of positions are based upon an average work week of forty (40) hours and a work year of 2080 hours. "Paid status" shall include work hours as well as all hours in paid status while on any approved paid leave, including holiday, vacation, injury, military, and sick leave.

18.2 Overtime. Members shall be compensated at straight time rates for all hours worked in paid status, except that all hours worked in paid status in excess of forty (40) hours in any work week shall be compensated for at a rate of time-and-one-half (1 1/2). No member shall be paid for overtime work which has not been authorized by a supervisor.

18.3 Call-In Pay/Court Pay. When a member is called back for work by an appropriate supervisor on hours not abutting the member's regular shift hours, the member shall be paid or credited with a minimum of three (3) hours at the appropriate rate of pay. This provision shall apply portal to portal to members called in from off-duty for court appearances.

18.4 Compensatory Time. Compensatory time off shall be earned or granted to the members, at the election of the member, in lieu of payment for overtime worked, and shall be earned at a rate consistent with this Article. The maximum amount of compensatory time a member may accrue is eighty (80) hours per calendar year at any time. Any compensatory time in excess of forty (40) hours that is not used or paid out by December 31 of each calendar year shall be paid in the first full pay period in January of the following year. Upon separation from employment with

the Township for any reason, members shall be entitled to compensation at their then current rate of pay for accrued and unused compensatory time accumulated.

18.5 Survivor Benefits. When a member dies while in paid status any accrued but unused compensatory time to the member's credit shall be paid in a lump sum to the surviving spouse or secondarily to the estate of the deceased.

18.6 Application to Special Duty. Special duty is defined as employment by a separate and independent employer of a member performing law enforcement or related activities under provisions whereby the Department: (1) requires the members be hired by a separate and independent employer to perform such duties; (2) facilitates the employment of members by a separate and independent employer; or (3) otherwise affects the conditions of employment of the member by a separate and independent employer. If a member, solely at the member's option, agrees to be employed on special duty, the hours the member is employed by a separate and independent employer in law enforcement or related activities shall be excluded by the Township in the calculation of hours for which the member is entitled to overtime compensation. The Chief of Police may, from time to time and in his sole and absolute discretion, designate a member(s) to act as special duty coordinator for purposes of coordinating and assigning special duty requests. This designation is subject to the following conditions: the position of special duty coordinator is a volunteer position and no member may be compelled to accept such designation; unless otherwise permitted by the Chief of Police, the special duty coordinator shall not perform the functions of that position while in paid status and any functions so performed shall be at no cost to the Township; probationary members are ineligible for such designation; and special duty assignments will be coordinated pursuant to guidelines established by the Chief of Police. It is understood that such guidelines are an appropriate subject of labor relations meetings and the Lodge may also discuss such guidelines directly with the Chief of Police.

18.7 Change of Assignment. A member shall be given at least seventy-two (72) hours advance notice of any change in such member's assigned work hours and/or work days. No advance notice is required if the member is unavailable for ninety-six (96) hours prior to the effective date of the change or if the reason for the change is caused by an event or circumstance that was not anticipated by the Chief of Police. If notice of a change in assignment is not given within this seventy-two (72) hour time frame (provided such notice is not otherwise excused), then the affected member shall be paid an additional three (3) hours pay at such member's regular hourly rate. Nothing contained herein shall otherwise relieve a member from working such member's newly assigned hours and/or shift.

18.8 Field Training Officer. When a member is operating in the capacity of a Field Training Officer ("FTO") and is engaged in training a newly hired probationary officer, the member acting as FTO shall receive, in addition to their regular compensation, one-dollar (\$1.00) per hour additional for every hour spent in this capacity of a Field Training Officer.

ARTICLE 19

UNIFORMS, EQUIPMENT AND ALLOWANCES

19.1 Initial Issue. Upon appointment to the Police Department, each member shall be provided all necessary uniforms and equipment (summer and winter) by the Township, including gun and leather.

19.2 Required Uniforms. All required uniforms, leather and equipment shall be fully furnished by the Township and shall be replaced by the Township, as needed, on a trade-in basis. The Township shall have the right to change or otherwise amend the uniform parts and equipment as listed below, provided that the Township bears the initial cost, if any, of such change or amendment.

19.3 Damaged Uniform Parts or Equipment. Members shall be allowed to turn in clothing and uniform parts or equipment which are damaged in the line of duty and these items will be replaced by the Township at no cost to members, except where the damage was caused by the officer's negligence. This Section shall not apply to cruisers.

19.4 Damaged Personal Property. Members shall be allowed to turn in personal property which is damaged in the line of duty and these items may be repaired or replaced at the discretion of the Township Trustees at no cost to the member, except where such damage was caused by the officer's negligence. The limits on reimbursement shall be as follows; glasses, at the amount that it would be paid under the vision care plan as established in Section 22.1 of this agreement; watches, \$25.00; wedding rings, \$50.00. A report will accompany all requests for reimbursement under this Article.

19.5 List of Uniforms and Equipment.

- 5 Each shirts, long sleeve and short sleeve
- 1 Hat, winter and summer
- 1 Uniform under belt
- 1 Raincoat
- Shoulder patches
- Duty Ammunition, plus 100 rounds of ammunition to be replaced once per calendar year to be used in duty practice and qualification
- 1 Duty Weapon, 2 magazines and holder, 2 pairs of handcuffs, 1 OC/pepper spray canister, 1 flashlight, 1 taser, 1 uniform under belt, 1 tourniquet, and 1 "a.s.p." baton
- Tasers will be issued but not part of this section
- 1 Each badges, hat - coat
- 5 all season pants
- Hat cover and accessories
- 1 Jacket
- Nametag, other insignia, and buttons
- Body armor and spare cover

- All leather equipment and equipment holders (including uniform under belt, 4 belt keepers, duty weapon holster, and holders for: issued magazines, handcuffs, radio, pepper spray, flashlight, taser, tourniquet, and baton)
- And all other uniform parts and/or equipment required.

The style, type, design, size, quality and quantity of Uniform and Equipment items may be discussed with the Labor Relations Committee for recommendation to the Board of Township Trustees.

19.6 Class A-Formal Dress

- 1 Long sleeve Class A shirt with 2 patches, necessary dress buttons, 1 whistle chain, and 1 tie
- 1 Pair Class A pants
- 1 8 point vinyl all weather hat accompanied with a metal hat-badge

19.7 Uniform Maintenance and Additional Equipment Allowance. In the first pay period of January of every calendar year the Township shall provide each member a uniform maintenance and additional equipment allowance of eight-hundred dollars (\$800). This credit is for the purpose of uniform replacement, boots/shoes, and for the purchase of authorized law enforcement related equipment. Uniforms and equipment shall be purchased via a purchase order system from an authorized retailer. Newly hired members may only receive this allowance after the successful completion of their probationary period.

19.8 Termination. Upon termination, members shall return to the Township all uniforms and equipment in good condition minus normal wear.

ARTICLE 20

VACATION LEAVE

20.1 Vacation Year. The vacation year for members shall end at midnight on December 31 of each year.

20.2 Conditions for Accrual. Members shall accrue vacation leave by pay period at the annual rate set forth in Section 20.3, based upon years of active full-time Employment by the Township. In computing years of service, the higher rate of accrual will begin on the first day of the first pay period in which a continuous year of service is completed. A member may not use any accrued vacation until completion of six (6) months of continuous active service.

20.3 Accrual Schedule for Vacations. The following vacation accrual schedule is established and members shall accrue vacation in accordance with the following schedule:

<u>Completed Years of Continuous Active Service</u>	<u>Paid Vacation Days (Hours) Per Year</u>
1 to 5 years (members hired before 6/30/06)	112 hours (4.3 hrs. per pay period)
1 to 5 years (members hired after 6/30/06)	80 hours (3.1 hrs. per pay period)

6 to 10 years	144 hours (5.5 hrs. per pay period)
11 to 15 years	184 hours (7.1 hrs. per pay period)
16 years and over	208 hours (8.0 hrs. per pay period)

20.4 Vacation Carry-Over/Payout. Except as otherwise hereinafter provided, a member may carry-over from one calendar year to another up to forty (40) hours of vacation hours earned in the year immediately prior to the year of carry-over. Vacation carry-over may be expanded by additional hours with the approval of the Chief of Police. Vacation time carried over into the following year must be used prior to December 31st of said year. Notwithstanding the foregoing and regardless of a carry-over request, this balance of a member's unused vacation may, at the Township's option and in such number of hours as the Township may determine, either be paid at the member's regular straight time rate of pay or permitted to be carried over into the following year for use during the year.

20.5 Vacation Leave Approval/Excess Vacation Balance. All vacation leaves shall be taken at such time or times at the discretion of and as approved by the Chief of Police. All vacation hours shall be paid at full pay at the applicable straight time rates. Vacation leave may be taken in multiples of one-half day. Furthermore, at the end of each vacation year, a member shall be paid for any vacation balances in excess of the maximums fixed by this Article only upon certification by the Chief of Police and the approval of the Board of Trustees that, due to emergency work requests, it is not in the best interest of the Township to permit a member to take vacation leave which would otherwise be forfeited as provided in Section 20.4.

20.6 Vacation Payout. A member who is to be separated from the Township service for any reason and who has accrued but unused vacation leave shall be paid in a lump sum for such unused vacation leave.

20.7 Survivor Benefit. When a member dies while in paid status any accrued but unused vacation leave shall be paid in a lump sum to the surviving spouse or secondarily to the estate of the deceased.

ARTICLE 21

HOLIDAYS

21.1 Paid Holidays. The following are designated as paid holidays for all members having six months continuous active service:

- New Year's Day, January 1st
 - Martin Luther King Day, January 15th
 - President's Day, the 3rd Monday in February
 - Memorial Day, the last Monday in May
 - Independence Day, July 4th
 - Labor Day, the first Monday in September
 - Columbus Day, the second Monday in October
 - Veteran's Day, November 11th
 - Thanksgiving Day the 4th Thursday in November
 - Christmas Day, December 25th
 - Personal Days, five (5) days per year (chosen at member's option, with Chief's approval)
- (Personal days must be used in the calendar year awarded or forfeited)

21.2 Special Holidays. Any special holiday proclaimed by the President or Governor will be compensated in accordance with the provisions applicable to legal holidays in Section 21.3.

21.3 Holiday Pay and Leave.

- A. On January 1 of each calendar year, each member shall be credited with eight (8) hours of holiday time for each holiday recognized in this Article. If a member is hired after January 1, the member will be credited with eight (8) hours of holiday time for each holiday remaining in that calendar year. At the member's discretion, such time may be taken as paid leave, which may be utilized at any time during the calendar year in the same manner as personal leave. If a member has not taken leave for all hours of holiday time during the calendar year, the remaining balance of such holiday time shall be paid to the member, at his regular rate of pay, during the first pay period of the following calendar year.
- B. Members shall work holidays falling on a regularly scheduled work day, except as provided in (1) below. Schedules shall not be changed solely to defeat this provision, except as provided in (2) below.
 - 1. Members may request to be scheduled off on a particular holiday by timely request to the Chief of Police. Such request shall be granted as long as the request does not substantially degrade service to the community and does not involve overtime to replace the individual on the schedule. Conflicts involving multiple requests shall be resolved on a seniority-within-ranks basis.
 - 2. The Township may schedule the work force to that absolutely necessary to provide minimum service to the community on any paid holiday.

ARTICLE 22

INSURANCE

22.1 Hospitalization, Surgical, Major Medical, Dental, Vision Care Plan and Legal Service Plan. Except as otherwise hereinafter provided, the Township shall continue to provide the current hospitalization, surgical, major medical, dental, vision, and legal services plan during the duration of this Agreement, including single and family coverage. Members shall contribute toward the cost of Group Hospitalization, Surgical, and Major Medical Insurance upon the execution of this Agreement as follows

Hereinafter "Single" coverage shall be classified as coverage for the employee only, or coverage for employee and non-spouse dependents. "Family" coverage shall be classified as coverage for the employee and spouse, or the employee, spouse, and non-spouse dependents.

Effective the first full pay period of December 2012, members will pay the following monthly amounts for Group Hospitalization, Surgical, and Major Medical Insurance:

Coverage	Cost
Single	The lower of 10% of total premium or \$45
Couple	The lower of 10% of total premium or \$90
Family	The lower of 10% of total premium or \$120

The Township shall offer a Wellness Program that shall include three (3) "Healthy Rewards". Upon completion of these "Healthy Rewards" the employee will receive a decrease in the employees' contribution based on the number of "Healthy Rewards" completed. The employee may choose to complete any number of, or all of the "Healthy Rewards". Additionally, for those with family coverage an additional reduction in premium contribution will be received by the employee if his or her spouse completes one or more of the options. The employee and employee spouse are not obligated to participate in the "Healthy Rewards" wellness program.

For each of the "Healthy Rewards" that an employee and employee spouse completes, there will be a \$3.23 per pay period (\$7 per month) decrease towards the amount the employee contribution towards health coverage. That is, a potential decrease from the above contribution per pay period shall be \$3.23 (\$7 per month), \$6.46 (\$14 per month), \$9.69 (\$21 per month) depending on the number of options satisfied. An additional \$3.23 (\$7 per month), \$6.46 (\$14 per month), \$9.69 (\$21 per month) per pay period reduction in premium contribution will be received by the employee if his or her spouse completes one or more of the options.

The "Healthy Rewards" options shall be completed by January 31 of each year. If done so, the employee's contribution will be decreased the following March 1, and that decrease will remain in place for 12 months, i.e., through the following February.

The "Healthy Rewards" options are as follows:

1. Annual Routine Physical Exam- This shall be a routine physical that is provided under the standard health coverage furnished by the Township.
2. Completion of the online Health Risk Assessment through Medical Mutual of Ohio website.
3. No tobacco usage- Granted by the annual signing of the provided verification form.

The Township will rely on health claims payment records, or provided completion form signed by a physician to verify the employee/spouse claims for entitlement to the Annual Routine Physical Exam option reductions.

The Township will rely on notification from the Township's insurance broker to verify the employee/spouse claims for entitlement to the Health Risk Assessment option reductions.

With respect to the non-tobacco reduction the employee/spouse will submit verification form to the Township. If during the year in question the employee/spouse breaches the promise on the verification form, and such breach is proven by a blood test (paid for by the Township), the reduction for that individual will cease for the remainder for the twelve (12) month period, and the individual shall pay a \$100 penalty. The Township shall order any employee of the Department to undergo a tobacco screening test whenever there is reasonable cause to believe an employee has used tobacco. Reasonable cause must be based upon specific facts and reasonable inferences drawn from those facts indicating that a particular employee in question has used tobacco.

22.2 Life Insurance. The Township will provide fully-paid group life insurance for members in the amount of twenty-five thousand dollars (\$25,000.00) on the life of each member

with a provision of twenty-five thousand dollars (\$25,000.00) additional charge in the event of accidental death or dismemberment.

22.3 Change of Carriers. The Township retains the right to change insurance carriers or self-insurance for all or any portion of the insurance coverage(s) provided by the Township, provided that the benefits are comparable to or better than the benefits that were in effect June 30, 1997. The Township shall inform the Lodge prior to a change in carrier or undertaking self-insurance.

22.4 Lack of Coverage. The failure of any insurance carrier(s) to provide any benefit and/or to carry any coverage for which it has currently contracted shall result in no liability to the Township. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the Township, Lodge, member, or beneficiary of any member.

22.5 Availability of Group Coverage. Group coverage for all insurance shall be available to new members at such time as provided in the applicable insurance policies and/or plans maintained by the Township.

ARTICLE 23

SICK LEAVE

23.1 Sick Leave Accrual. A member shall accrue sick leave with pay at the rate of 4.616 hours for each fully complete biweekly pay period in which the member is in active service with the Township. Sick leave with pay shall be cumulative up to and including 1440 hours. Sick leave may be approved in multiples of one (1) hour.

23.2 Use of Sick Leave. Sick Leave with pay may be granted upon the approval of the Chief of Police only for the following reasons:

- A. Sickness of the member or pregnancy and/or childbirth (or other conditions related thereto), where such sickness renders the member incapable of performing the member's regular duties or restricted duties during the period of convalescence.
- B. Injury to the member except where the injury is incurred in the performance of the member's employment with the Township and where such injury renders the member incapable of performing the member's regular duties or restricted duties during the period of convalescence.
- C. Medical, dental, or optical consultation or treatment of the member when the same cannot be obtained during off duty time, provided that the member schedules such appointment with the Chief of Police at least forty-eight (48) hours in advance. Sick leave used for such appointments shall be limited to reasonable travel time and appointment time. Upon the member's return to duty, the Chief may require a certificate from the doctor confirming the member's attendance at the consultation or treatment.
- D. Sickness of a member's immediate family living in the member's household, or of a member's spouse or member's child who is not living in the member's household, which requires the presence of the member at home or at the medical facility or office. A member shall be granted no more than five (5) workdays in any calendar year for sickness in the immediate family requiring the member's presence at home or at a medical facility or

office. The Chief of Police may require that the member furnish a medical certificate from a licensed practitioner to verify this use of sick time.

- E. Quarantine of a member because of exposure to a contagious disease or chemical spill. The Chief of Police may require a certificate of a licensed practitioner before paying any member under this paragraph.
- F. As relates to childbirth, the Township agrees to allow a member up to five days leave for this event. This leave shall be deducted from the member's sick leave balance
- G. In the event a member uses all injury leave time, and is still unable to return to active duty, the member may, with the approval of the Chief use any sick leave, compensatory time and vacation time to which the member is otherwise entitled.
- H. The Chief may, from time to time, require a member to be examined and approved fit for duty by a physician in those instances where it is believed that the member may not be able to fulfill all of the duties of the member's job without restriction. In such case, the Chief may place such member on sick leave, another form of accrued paid leave or unpaid leave until a satisfactory medical certificate is received which attests to the ability of the member to perform his or her job duties without restriction or with reasonable accommodation.
- I. Unless otherwise directed from time to time, by the Chief of Police, for each work day in which sick leave is used, the member shall notify the Chief of Police or designee of the member's use of sick leave as soon as reasonably possible and the circumstances under which sick leave is being used, which notification shall, except in cases of emergency, occur no later than one hour prior to the start of the member's regularly assigned shift.
- J. A member is prohibited from engaging in any secondary work for compensation while on sick leave. In addition, a member is prohibited from working special duty on the "duty day(s)" for which sick leave is taken. The term "duty day(s)" shall mean the entire calendar day on which the absent member's shift commences. To this end, a member marking off sick on the same "duty day" on which such member has worked special duty shall not be paid for such absence.

23.3 Certification of Sick Leave. The Chief may require evidence as to the adequacy of the reason for any member's absence during the time for which sick leave is requested, including a certificate from a licensed practitioner verifying proper use of sick leave pursuant to the provisions hereof. In addition or in alternative, members may be required to furnish a written, signed statement to justify the use of sick leave. Furthermore, the Chief or designee may, at any time, call upon a member at such member's home or other place of confinement or convalescence while the member is absent from work based upon a claim of sick leave use.

23.4 Conversion of and Payment for Unused Sick Leave. Each calendar year, each member who has accrued at least 320 hours of sick leave shall be permitted to convert forty (40) hours of unused accrued sick leave to vacation leave, by providing written notice to the Chief of Police no later than the end of the first full pay period of January. Such conversion shall be effective no later than the first full pay period of February of that calendar year. Except as otherwise specifically provided herein, upon a separation of service, other than retirement, a member shall not be entitled to receive any payment for any unused sick leave. Upon retirement from active service

with the Township or upon death occurring in the line of duty, a member (or, if applicable, the surviving spouse or, secondarily, the estate) shall be paid for one-half (1/2) the value of the member's accrued but unused sick leave, provided that the maximum amount paid shall not exceed the value of seven hundred fifty (750) hours of such leave, which payment shall be based upon the member's regular hourly rate of pay at the date of retirement. Upon death of a member occurring in the line of duty, the member's surviving spouse, or secondarily his or her estate, shall be paid the full value of the member's accrued but unused sick leave, which payment shall be based upon the member's regular hourly rate of pay at the date of death. The amount so paid shall constitute payment in full for all accrued and unused sick leave credited to the member.

23.5 Wellness Payment. Each Member shall be entitled to an additional twenty four (24) hours pay or twenty four (24) hours of compensatory time (at the option of the member) for each quarter the member has had no absences, other than pre-arranged leave, and no tardiness. Such payment will be included in the member's pay the first payday following the close of the quarter; i.e., April, July, October and January.

ARTICLE 24

INJURY LEAVE

24.1 Injury Leave With Pay.

- A. All members may be granted injury leave with pay not to exceed six (6) calendar months (1040 work hours) for each service connected injury, provided such injury is reported to the member's immediate supervisor not more than three (3) days from the date such injury is known to the member.
- B. Service-connected injuries are defined as injuries received while acting within the scope of and arising out of a member's employment as a full-time constable with the Township. Injury leave may be granted for all service-connected injuries. Injuries occurring other than in the scheduled and paid working hours shall be presumed to be nonservice connected unless the member can demonstrate that the member was engaged in the actual performance of the duties of the member's position on behalf of the Township.
- C. If injury leave is approved, time off for the purpose of medical examinations, including examinations by the Bureau of Workers' Compensation, and/or treatments resulting from an on duty injury shall be charged to injury leave.
- D. If there is a recurrence of a previous service connected injury, the member may be granted injury leave with pay not to exceed the balance of three (3) calendar months, (520 work hours) provided that the recurrence is reported to the member's immediate supervisor not more than three (3) days from the date such recurrence occurs.
- E. As a condition of receipt of injury leave benefits, the a member must apply for worker's compensation benefits under the Ohio workers' compensation program as soon as practicable. This condition shall be imposed for all alleged service connected injuries and all alleged recurrences of the same. Copies of all Workers' Compensation applications shall be submitted to the Township Clerk. The member shall endorse over to the Township any and all wage and salary benefits awarded to the member by the Ohio Workers'

Compensation system which extend over the same time period for which the member is granted injury leave. In compliance with the Rules and Regulations of the Ohio Bureau of Workers' Compensation, a member may be required to execute a written agreement reflecting the provisions of this paragraph prior to an award of injury leave.

- F. A member is prohibited from working special duty while on injury leave. In addition, a member on injury leave is prohibited from performing any other work for compensation unless such other work is otherwise permitted to be performed by employees receiving temporary total disability compensation under the laws, rules and/or regulations of the Ohio Bureau of Workers' Compensation.

24.2 Injury Leave Administration and Reporting.

- A. Upon a member's timely report of a service-connected injury, a report of the cause of the injury, signed by the immediate supervisor shall be submitted to the Chief as soon as practicable.
- B. No member shall be granted injury leave with pay unless authorized by the Board of Trustees. The Board of Trustees may periodically require the member to be examined by a physician appointed and paid for by the Township. In addition or in the alternative, a member may, from time to time, also be required to obtain and present a medical report from the member's personal physician which clearly sets forth that the member is unable to perform the member's regular (and/or restricted) duties as the direct result of a service connected injury. No member on injury leave shall return to work without the written approval of an attending physician and, at the Board's option, the written approval of a physician appointed and paid for by the Township. If, in the reasonable judgment of the Board of Trustees, the injury is such that the member is capable of performing the member's regular duties or restricted duties during the period of convalescence, the Board of Trustees shall so notify the member in writing and deny and/or cancel injury leave with pay.
- C. While a member's request for injury leave is pending, the member may use and/or be placed on accrued but unused sick leave, vacation leave, or compensatory time, which time usage shall be recredited to the member's appropriate leave balance(s) upon certification by the Board of Trustees that injury leave has been approved. If injury leave is not approved by the Board of Trustees, the member will be charged the designated leave initially used.
- D. If injury leave is approved by the Board of Trustees and the Bureau of Worker's Compensation disapproves wage and/or salary benefits in connection with the claimed service connected injury, then the injury leave initially granted shall be charged to the member's accrued but unused sick leave, vacation leave and/or compensatory time balances.

ARTICLE 25

SPECIAL LEAVES

25.1 Special Leave. In addition to other leaves authorized herein, the Board of Trustees, upon recommendation of the Chief, may authorize special leaves of absence, with or without pay, which exercise of discretion on the part of the Trustees is not grievable.

25.2 Jury Duty Leave. A member, while serving upon a jury in any court of record in Franklin, Delaware, Licking, Fairfield, Pickaway, Madison or Union Counties, will be paid such member's regular wages for each workday during the period of time so served. Upon receipt of payment for jury service, the member shall submit jury duty fees to the Chief who will then deposit such funds with the Township Clerk. Time so served shall be deemed active and continuous service for all purposes.

25.3 Bereavement Leave. In the event of death in the immediate family, each member shall be entitled to bereavement leave of three (3) workdays (if the death occurs in the State of Ohio) and five (5) workdays (if death occurs outside of the State of Ohio). The immediate family shall include: spouse, son, daughter, brother, sister, parent, grandparent, grandchild, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter, niece/nephew, aunt/uncle, mother-in-law, father-in-law, grandparent-in-law, half brother, half sister, any person residing with the member at the time of that person's death and a person who is/was in loco parentis to the member when the member was a child.

25.4 Court Leave. Time off with pay shall be allowed members who are required to attend any court of record as a witness for the Township in civil or criminal matters. Upon receipt of payment for witness service the member shall submit witness fees to the Chief of Police who will the deposit such funds with the Township Clerk.

25.5 Military Leave. Except as may otherwise be specifically provided herein, a member may be granted a leave of absence without pay to be inducted or otherwise enter military duty. A member who, as a member of the Ohio National Guard, the Ohio Defense Corporation, the Ohio naval Militia, or as a reserve member of the Armed Forces of the United States, is called upon to receive military training or who is called to active duty, shall be entitled to a leave of absence with pay for a period or periods not to exceed twenty-two (22) eight (8) hour work days or 176 hours in any one (1) calendar year. A member qualifying for paid military leave who is called or ordered to the uniformed services for longer than the above period shall be paid for the remaining time beyond the first twenty-two (22) eight (8) hour work days or 176 hours at his or her regular compensation rate less whatever compensation the member may receive for such military service. If the member's military compensation exceeds the compensation the member is otherwise entitled to from the Township, the member will not be entitled to any additional compensation from the Township.

ARTICLE 26

FMLA LEAVE

26.1 Eligibility and Leave Provisions. Eligible members are afforded up to twelve (12) workweeks of Family and Medical Leave Act (FMLA) leave a year for one or more of the following reasons: for the birth of a child; for the placement of a child with a member for purposes of adoption or foster care; to provide care for a spouse, child or parent ("family member") with a serious health condition; or due to a serious health condition rendering the member unable to perform the functions of his or her position.

An eligible member is entitled to twelve (12) workweeks of FMLA leave during a rolling twelve (12) month period, which period shall be measured backwards from the date the leave is used. (The Township may, at its option, select another 12 month measuring period upon 60 days notice to the Lodge.)

To be eligible for leave, a member must have been employed by the Township for at least twelve months and have worked 1,250 hours during the preceding twelve (12) months. The twelve (12) months necessary to meet the threshold requirement of twelve (12) months of work do not need to be consecutive months. No member is eligible for FMLA leave if the Township is not a covered employer under the Act (meaning, at present, that it has fewer than fifty (50) employees on its payroll at the time this leave is requested).

FMLA leave is available to eligible members regardless of their gender. Leave taken for the birth, adoption or foster care placement of a child must be taken within twelve (12) months of the birth or placement. If a member's spouse is also employed by the Township, the member and his or her spouse are limited to a combined total of twelve (12) work weeks of leave for the birth, adoption or foster care placement of a child.

26.2 Responsibilities of Member.

- A. **Notice.** The member must provide thirty (30) days notice to the Chief of Police prior to taking FMLA leave if the need for the leave is foreseeable. If thirty (30) days notice is not possible, notice must be given as soon as practicable. The notice must include the date the leave is to commence and the date the member expects to return to work. If leave is to be taken due to a foreseeable serious health condition of the member, the member must make a reasonable effort to schedule the leave so as not to unduly disrupt operations of the Township.

- B. **Exhaustion of Paid Leave.** Once a member has given notice of his or her intention to take FMLA leave, the amount of paid and unpaid leave available to the member will be determined. A member may substitute compensatory time for unpaid FMLA leave. A member taking FMLA leave is required to use accrued but unused sick leave (but only to the extent that the purpose for the leave conforms to the Township's sick leave use policies set forth in Article 23), personal leave, and vacation time as a part of the twelve (12) workweeks of FMLA leave prior to receiving unpaid FMLA leave. A member requesting FMLA leave based upon his or her own serious health condition resulting from a service-connected injury is also required to use any authorized injury leave as part of the twelve (12) workweeks of FMLA leave prior to receiving unpaid FMLA leave.

- C. **Certification of Serious Health Condition.** A member wishing to take FMLA leave based upon a serious health condition of the member or the member's spouse, child, or parent, must provide certification issued by the health care provider stating:
 - 1. The date on which the serious medical condition began;
 - 2. The probable duration of the condition;
 - 3. The appropriate medical facts within the doctor's knowledge regarding the medical condition;

4. That the member is needed to care for his or her son, daughter, spouse, or parent and an estimate of the time necessary to provide care; if applicable;
5. That the member is unable to work or to safely and substantially perform the essential functions of the member's position, if the leave is for serious health condition of the member;
6. If intermittent leave or a reduced leave schedule is requested for planned medical treatment, the dates on which the treatment is expected to be given and the duration of the treatment;
7. If intermittent leave or a reduced leave schedule is requested due to the member's own serious health condition, that is medically necessary for the member to be given that type of leave and the expected duration of the intermittent leave or reduced leave schedule; and
8. If intermittent leave or a reduced leave schedule is requested to care for a family member, that leave is medically necessary for the care of the member's child, parent, or spouse with a serious health condition, and the expected duration and schedule of the necessary intermittent leave or reduced leave schedule.

A copy of the certification must be provided by the member to the Chief of Police fifteen (15) days, if practicable, prior to taking the leave. Certification forms to be completed by the member and the health care provider can be obtained from the Police Chief or Township Clerk.

The Township may require, at the Township's expense, that the member obtain a second opinion from a second health care provider designated or approved by the Township. If the second opinion differs from the original certification provided by the member, the Township may require, at the Township's expense, that the member obtain a third opinion from a third health care provider designated or approved by both the Township and the member. The opinion of the third health care provider shall be final and binding on both the Township and the member.

A member who has obtained certification may be asked periodically to provide re-certification. Certification obtained for a period of leave will cover only that period of leave and a new certification must be obtained if a member seeks additional FMLA leave.

- D. Reporting of Intent to Return.** It will be presumed that a member on FMLA leave intends to return to work as indicated by the member on his or her request for FMLA leave and as authorized by the Township. If a member desired to return to work on a later date, the member must file a request for additional leave with the Chief of Police as soon as practicable. If a member decides not to return to work, the member must notify his or her supervisor as soon as practicable.

26.3 Intermittent Leave and Reduced Leave Schedule. If a member wishes to take leave intermittently or by working a reduced schedule, the member must request intermittent leave or a reduced leave schedule at the time he or she requests FMLA leave. Leave taken because of the birth, adoption or foster care placement of a child cannot be taken intermittently or on a reduced leave schedule unless specifically approved by the Chief of Police. Leave taken due to a member's serious health condition may be taken intermittently or on a reduced leave schedule when it is medically necessary. A member can take FMLA leave to care for his or her spouse, son, daughter, or parent with a serious health condition, intermittently or on a reduced leave schedule if it is medically necessary for the care of a family member. Intermittent leave and leave

taken by reducing work hours shall be taken in increments equal to one hour increments of paid or unpaid leave.

A member requesting intermittent leave or a reduced leave schedule may be required to transfer temporarily to an available alternative position with the Township. The position would be one for which the member is qualified, with equivalent pay and benefits, and which can accommodate recurring periods of leave better than the member's regular position.

26.4 Continuation of Health Benefits. Health benefits provided to members will be maintained during periods of paid and unpaid FMLA leave as if the member continued in employment continuously from the time leave began.

If a member fails to return to work after the period of FMLA leave has expired, other than due to a continuation, recurrence, or onset of a serious health condition that entitles the member to FMLA leave, or due to circumstances beyond the member's control, the Township will be entitled to seek reimbursement for health insurance premiums paid for that member during the period of unpaid FMLA leave. If a member is unable to return to work because of the continuation, recurrence, or onset of a serious health condition, the member must provide certification from his or her health care provider stating that the member's serious health condition prevents the member from being able to perform the functions of the member's position on the date that the member's period of leave expired. If a member is unable to return to work because he or she is caring for a child, spouse or parent with a serious health condition, the member must provide certification from the family member's health care provider stating that the member is needed to care for the member's child, spouse or parent who has a serious health condition on the date that the member's period of leave expired.

26.5 Maintenance/Accrual of Benefits During Leave. A member taking FMLA leave is entitled to maintain any employment benefits, other than the paid and unpaid leave required to be used, that the member had accrued prior to the date upon which leave began. During any period of unpaid FMLA leave, members will not accrue personal leave, holidays, sick leave, and vacation leave. Members who return to work after FMLA leave will not lose any seniority or service credit eligibility. Unpaid FMLA leave will be treated as continuous service (i.e., no break in service) for all purposes, including the member's vesting and eligibility to participate in his or her state retirement plan.

26.6 Return to Work After Leave. A member taking FMLA is entitled to be restored to the position he or she held when the leave began, or to be placed in an equivalent position, with no loss of pay or benefits. A member who has taken leave based upon the member's own serious health condition must provide certification from his or her health care provider that the member is able to resume work. Notwithstanding the foregoing or any other provision in this Agreement, a member shall have no greater right to reinstatement or to any other benefits than if the member had been continuously employed during the FMLA leave period.

26.7 Compliance. This Article is implemented to assure compliance with the federal Family and Medical Leave Act of 1993, Public Law 103.3, enacted on February 5, 1993, and the regulations promulgated by the U.S. Department of Labor pursuant to that Act. In the event that the Sixth Circuit Court of Appeals or the United States Supreme Court finds the law, or part of the law, unconstitutional or not applicable to township forms of government, the parties agree that this Article is void to the extent that the Family and Medical Leave Act of 1993 is unconstitutional or not applicable to the Township.

26.8 Definitions. For the purposes of this Article all terms, phrases or standards used herein shall have the meanings set forth in, and be construed in accordance with, the Family and Medical Leave Act of 1993, and the regulations promulgated thereunder, by the U.S. Department of Labor, in effect on the date FMLA leave is taken, unless otherwise specifically provided in this Article. For purposes of this Article, the following definitions apply.

A. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or 18 or older and "incapable of self-care because of mental or physical disability".

"Incapable of self-care" means that the individual requires active assistance or supervision to provide daily self-care in three or more of the "activities of daily living". Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

"Physical or mental disability" means a physical or mental impairment that substantially limits one or more of the major life activities of an individual. Regulations at 29 C.F.R. part 1630, issued by the Equal Employment Opportunity Commission under the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., define these terms.

B. "Continuing treatment by a health care provider". See definition of "serious health condition".

C. "Employment benefits" means all benefits provided or made available to members including group life insurance, health insurance, personal leave, other paid leave, sick leave, vacation leave, education benefits, and pensions regardless of whether such benefits are provided by the Collective Bargaining Agreement, a practice or written policy of the Township or through an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 (29 U.S.C. 1002 (3)).

D. "Family member" means a member's spouse, parent or child.

E. "Foster care" means 24-hour care for children in substitution for, and away from their parents or guardians. Such placement is made by or with the agreement of the State as a result of a voluntary agreement between the parent or guardian that the child be removed from the home or pursuant to a judicial determination of the necessity for foster care, and involves agreement between the State and foster family that the foster family will take care of the child. Although foster care may be with relatives of the child, State action is involved in the removal of the child from parental custody.

F. "Health benefits" means a member's coverage including family coverage, under any group health plan as defined in the Internal Revenue Code of 1986 at 26 U.S.C. 5000 (b)(1) and includes coverage for medical care, surgical care, hospital care, dental care, eye care, mental health counseling, substance abuse treatment, and similar benefits related to health care.

G. "Health care provider" means:

1. A doctor of medicine or osteopathy who is authorized to practice medicine or

surgery (as appropriate) by the State in which the doctor practices; or

2. Any other person determined by the Secretary of Labor to be capable of providing health care services.

"Others capable of providing health care services" include only:

- a. Podiatrists, dentists, clinical psychologists, optometrists or chiropractors (limited to treatment consisting of a manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State performing within the scope of their practice as defined under State law;
- b. Nurse practitioners, nurse-midwives and clinical social workers who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law; and
- c. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston Massachusetts.

H. "Incapable of self-care". See definition of "child".

I. "In loco parentis" includes those with day-to-day responsibilities to care for and financially support a child or, in the case of a member, who had such responsibility for the member when the member was a child. A biological or legal relationship is not necessary.

J. "Intermittent leave" is leave taken in separate blocks of time due to single illness or injury, rather than for one continuous period of time, and may include leave of periods from one hour or more to several weeks. Examples of intermittent leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of six months, such as for chemotherapy.

K. "Medical necessity for an employee to take FMLA leave intermittently or on a reduced leave schedule". For intermittent leave or leave on a reduced leave schedule, there must be a medical need for leave (as distinguished from voluntary treatments and procedures) and it must be that such medical need can be best accommodated through an intermittent or reduced leave schedule. The treatment regimen and other information described in the certification of a serious health condition that meet the requirement for certification of the medical necessity of intermittent leave or leave on a reduced leave schedule.

L. "Needed to care for a family member". The medical certification provision that a member is "needed to care for a family member" encompasses both physical and psychological care. It includes situations where, for example, because of a serious health condition, the family member is unable to care for his or her own basic medical, hygienic, or nutritional needs or safety, or is unable to transport himself or herself to the doctor, etc. The term also includes providing psychological comfort and reassurance which would benefit a seriously ill child or parent receiving inpatient care. The term also indicates situations where the member may be needed to fill in for others who are caring for the family member, or to make arrangements for changes in care, such as transfer to a nursing home.

A member's intermittent leave or reduced leave schedule necessary to care for a family member's condition includes a situation where the family member's condition itself is intermittent, and also where the member is only needed intermittently, such as where other care is normally available, or care responsibilities are shared with another member of the family or a third party.

M. The term "parent" means a biological parent of a member or an individual who stands or stood in loco parentis to a member when the member was a child. This term does not include parents "in-law".

N. "Physical or mental disability". See definition of "child".

O. A "reduced leave schedule" is a leave schedule that reduces a member's usual number of working hours per workweek, or hours per work day. In other words, a reduced leave schedule is a change in the member's schedule for a period of time, normally from full-time to part-time. Such a schedule reduction might occur, for example, where a member, with the Township's approval, works part-time after the birth of a child; or because a member who is recovering from a serious health condition is not strong enough to work a full-time schedule.

P. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility;
2. Any period of incapacity requiring absence from work, school or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or
3. Continuing treatment by (or under supervision of) a health care provider for a chronic or long term health condition that is incurable or so serious that if not treated would likely result in a period of incapacity of more than three consecutive calendar days, or for prenatal care.
 - a. The employee or family member in question is treated two or more times for the injury or illness by a health care provider. Normally this would require visits to the health care provider or to a nurse or physician's assistant under direct supervision of the health care provider.
 - b. The member or family member is treated for the injury or illness two or more times by the provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider, or is treated for the injury or illness by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider, for example, a course of medication or therapy to resolve the health condition.
 - c. The member or family member is under the continuing supervision of, but not necessarily being actively treated by, a health care provider due to a

serious long-term or chronic condition or disability which cannot be cured. Examples include persons with Alzheimer's, persons who have suffered a severe stroke, or persons in the terminal stages of a disease who may not be receiving active treatment.

Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions" unless inpatient hospital care is required. Restorative dental surgery after an accident or removal of cancerous growths are serious health conditions provided all other requirements of the definition are met. Treatments for allergies or stress, or for substance abuse, are serious health conditions if all other requirements for a serious health condition are met. Prenatal care is included as a serious health condition. Routine preventive physical examinations are excluded.

"Unable to perform the functions of the position" refers to a determination by a health care provider that a member is unable to work at all or is unable to perform any of the essential functions of the member's position within the meaning of the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., and the regulations of 29 C.F.R. part 1630.

- Q. "Spouse" means a husband or wife as defined or recognized under Ohio law for the purposes of marriage, including common law marriages recognized under Ohio law under the circumstances described in Ohio Revised Code Section 3105.12.
- R. "Unable to perform functions of the position". See definition of "serious health condition".

ARTICLE 27

MISCELLANEOUS PROVISIONS

27.1 Work Rules. The Township agrees that to the extent practicable, work rules shall be reduced to writing and provided to all members in advance of their enforcement. The Township agrees to apply work rules uniformly and consistently, taking into consideration the surrounding circumstances. Any charge by a member that Departmental work rule or regulation is in violation of this Agreement, or has not been uniformly applied shall be a proper subject for a grievance.

27.2 Safe Equipment. The Township will furnish and maintain in good working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies and equipment required for members to safely carry out their duties. Members are responsible for reporting unsafe conditions caring for tools, facilities, vehicles, supplies and equipment provided by the Township.

27.3 Political Activity Permitted. Members, as representatives of the Lodge and who are off-duty and not in identifiable uniform, may participate in the activities of the Lodge Political Education Committee, and other political activity to the extent permitted by applicable law, rule or regulation. However, a member shall not serve as chairman or treasurer of a political candidate's campaign committee.

27.4 Seniority. For purposes of this Agreement, seniority shall be computed on the basis of uninterrupted length of continuous, active full-time service as a sworn, regular full-time constable,

regardless of rank, in the Franklin Township Police Department. Continuous service shall be deemed broken when a member resigns, retires, is discharged, or fails to timely return to duty after an approved leave of absence following written notification to so return. Once continuous service is broken a member loses all previously accumulated seniority. Time spend while on suspension shall not be credited for purposes of seniority, but shall not constitute a break in service.

27.5 Agreement Copies. As soon as practicable following the signing of this Agreement, the Lodge shall provide an electronic/digital copy (compact disk and/or email) of the Agreement to the Township, and the Lodge shall be responsible for distribution of paper and/or electronic/digital copies of the Agreement to its members. If the Lodge and the Township later agree that printed copies of the Agreement are necessary, the Lodge shall be responsible for printing said copies, and the actual cost of printing shall be shared equally by the parties.

27.6 Interpretation. The captions of the several portions of this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement. Whenever in this Agreement the term "member" is used, it shall include any gender or number thereof as the context shall require.

27.7 Schedules. Temporary assignments and/or transfers may be made by the Chief of Police based upon the needs, interests, efficient or effective operation of the Department, or to ensure the safety of the officer or the public; provided, however that unless the member otherwise agrees, no member shall receive more than one (1) temporary transfer of ninety (90) days in length in any twelve month period, excluding temporary transfers for either light duty or for the purpose of giving or receiving training at an academy or school (or for the purpose of covering the shift of such members at training). Although the Township will, to the extent feasible, endeavor to base temporary assignments and/or transfers upon reverse seniority, it is specifically understood and agreed that the Chief of Police may, in his sole and absolute discretion, temporarily assign and/or transfer any member regardless of seniority based upon the best interests of the Department, as determined by the Chief of Police. Except as otherwise provided below, schedules are to be based upon permanent shifts, the hours of which are to be determined by the Township, and shift assignments will be selected by the members based upon seniority when there is a vacancy or realignment. Notwithstanding the foregoing, administrative changes in a member's permanent shift assignment may be made by the Chief to ensure the needs, interests, efficient or effective operation of the Department, or to ensure the safety of the officer or the public. These changes may be effected by the Chief notwithstanding the existence or nonexistence of a requested assignment change for that shift. Transfers and assignments may not be used as a form of discipline.

27.8 Safety and Health Team. A Safety and Health Team that will be comprised of four (4) persons shall be appointed by the parties, with two (2) persons appointed by the Lodge and two (2) persons appointed by the Board of Trustees. The team shall meet at least once during the first quarter of each calendar year, and at such other times that may be requested by either the Lodge or the Township, to discuss any safety and health issues that are related to the operations of the Police Department or the performance of members' job duties. Members shall have the right to present any safety, health or training related issues, suggestions or concerns, to the Team. The Team shall have the authority to conduct studies and gather information, and to make formal recommendations to the Lodge and/or the Board of Trustees. The Team shall have no authority to bargain for the Lodge and the Township, or to modify, add to, or delete the provisions of this Agreement. To the extent that mutual agreement may be reached by the Team with regard to any safety and health issues, the Team may endeavor to find ways of accomplishing joint

objectives that are consistent with the provisions of this Agreement, or, if that is not possible, the Team may recommend to the Lodge and the Township that the Agreement be amended pursuant to a mutual written agreement. It is the parties' intent that the recommendations of the Safety and Health Team be advisory only.

27.9 Required Training. If members are required or approved by the Chief of Police to participate in a training program, the Township shall incur all necessary, reasonable, authorized and approved costs of such training.

27.10 Supervisory Training. Upon promotion to the rank of sergeant and within the first year of the assignment, the promoted individual may, in addition to any other mandated training, be required to successfully complete a supervisory course as approved by the Chief of Police. However, the successful completion of any such training shall not negate such member's promotional probationary status.

ARTICLE 28

SUBSTANCE ABUSE AND TESTING

28.1 Statement of Interest. Alcoholism and drug abuse or addiction are recognized by the parties as interfering with the Department's services and as posing a danger to the public's health and safety. It is recognized that the Township has the right to insist on an alcohol and drug-free environment. The parties agree to cooperate in encouraging Members afflicted with alcoholism or drug addiction to undergo a coordinated rehabilitation program. The parties will implement, as described in this Article, a program that will provide for periodic random drug screening and drug screening based upon reasonable suspicion to believe that a Member has been using or is under the influence of drugs or alcohol while on duty.

28.2 Definitions. The following definitions apply to this program.

- A. EMPLOYEE(S): All Township employees covered under the provisions of this collective bargaining agreement.
- B. DRUG SCREEN or DRUG TEST: A test administered under approved conditions and procedures, by a laboratory certified by the U.S. Department of Health and Human Services to participate in DOT testing, to detect any of "illegal drugs", which are defined as controlled substances listed in 21 C.F.R. Part 1308 that are not being used under the supervision of a licensed physician.
- C. RANDOM: As prescribed by law, refers to a "lottery" system of selection with no criteria being used for such process.
- D. COMPUTERIZED RANDOM SELECTION: Refers to an uncontrolled system of selection resulting from a computerized program.
- E. REASONABLE SUSPICION: An apparent state of facts, circumstances, or information that exists from an inquiry by a supervisor, or obtained from a credible source, which would induce a reasonably intelligent and prudent person to believe the employee is under the influence or using drugs or alcohol.
- F. POSITIVE: Refers to a level of illegal drugs (as defined in paragraph B, above), that is at or higher than the level prescribed by U.S. DOT standards. For alcohol, the level that will result in a positive test shall be a BAC level of .04 or higher.
- G. INDIVIDUAL SUBSTANCE ABUSE REHABILITATION PROGRAM: A rehabilitation program provided by a properly certified substance abuse treatment agency or organization that is appropriate for an individual referred to such program.

28.3 Procedure.

A. Random Drug Screening

Random drug screening will be conducted periodically within the Township in accordance with the following procedures:

1). Employees selected for random drug screening will be determined through a computerized random selection program which has been made available by the Township. All employees will be assigned a number on a master list for the purpose of any random screenings under this program.

2). When random selections for testing are made, only those selected employees who are working at the time that the random screening is scheduled will be required to participate in the drug screening program on that day.

3). A pre-designated employee representative of the FOP will be present each time employees are selected for random drug screening through the computerized random selection procedure.

4). Employees who have been selected will receive proper verbal and written confirmation from the Chief of Police, or his designee. The written notification letter shall contain specific instructions for obtaining the urine specimen.

5). A DOT certified toxicology laboratory will conduct a screening test of the urine specimen in accordance with established credited forensic drug screening procedures for employees in the work place. The test will determine the levels of any controlled substances listed in 21 C.F.R. Part 1308 that are not being used under the supervision of a licensed physician. If the test is positive for listed drugs, the laboratory will confirm the existence and the amount of the drug through a GC-Mass spectrometry procedure. This procedure shall be conducted in accordance with a standard established by the U.S. Department of Health and Human Services for DOT testing.

B. Reasonable Suspicion Testing

1). The Police Chief or his designee shall order a drug or alcohol test immediately when there is a reasonable suspicion that an employee is under the influence of alcohol or any drug while on duty, and that the employee's condition presents a risk to the safety of the employee, fellow employees, or the public. (This provision does not apply to Members who may be permitted to use drugs or alcohol in the line of duty (e.g., in an undercover capacity, during training exercises, etc.)) Any Member ordered to participate in a drug or alcohol screen has the right to consult with an FOP representative prior to submitting a urine sample or participating in breath testing.

2). For drug testing, the Police Chief or his designee shall direct and accompany the employee to a DOT certified toxicology laboratory, which shall conduct testing in accordance with established credited forensic drug screening procedures for employees in the workplace. Such testing will consist of a urine specimen screen to determine the levels of any controlled substances listed in 21 C.F.R. Part 1308 that are not being used under the supervision of a licensed physician. If the test is positive for listed drugs, the laboratory will confirm the existence and the amount of the drug through a GC-Mass spectrometry procedure. This procedure shall be conducted in accordance with a standard established by the U.S. Department of Health and Human Services for DOT testing.

3). For alcohol testing, the Police Chief or his designee shall direct and accompany the employee to report to a Police Department or other facility licensed by the Ohio Department of Health with proper breath testing equipment for the test after the

appropriate arrangements have been made. The testing procedures shall comply with Ohio Revised Code Section 4511.19.

4). Once the appropriate test has been conducted or urine specimen has been obtained, the employee will be relieved of duty and placed on paid administrative leave pending the written results of the testing procedure. Provisions will be made to ensure the employee does not drive and returns home safely.

28.4 Action to be Taken.

A. Every employee tested will receive written confirmation of the test results when such results are made available to the Township.

B. Positive test results for illegal drugs or alcohol will be submitted on a confidential basis to the Police Chief or his designee and the Township Board of Trustees for appropriate action.

C. Employees who test positive for the first time for illegal drugs or alcohol will be required to participate in an individual substance abuse rehabilitation program which will be arranged for by the Board of Trustees. Such a program will be developed for the employee by a certified substance abuse treatment agency or organization.

D. Employees who refuse or fail to cooperatively participate in their rehabilitation program are subject to disciplinary action.

E. Employees who test positive for a second time to the presence of illegal drugs or alcohol abuse are subject to corrective disciplinary action procedures under Article 8; Sections 8.1, 8.2 and 8.3.

28.5 Maintenance of Records.

A. All alcohol and drug screening records shall become a part of the employee's personnel medical file and are subject to all rights governing the use of such files.

B. Employees shall be given an opportunity to review all drug screening documents which are contained within their personnel files.

28.6 Related Program Costs.

A. All costs related to drug and alcohol testing will be paid by the Township.

B. The Township's health insurance benefits will provide coverage for and apply to the cost of an employee's substance abuse rehabilitation program.

ARTICLE 29

DURATION OF AGREEMENT

28.1 Term. The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2019 and terminating at midnight, June 30, 2022.

28.2 Successor Negotiations. The provisions of Chapter 4117.14 of the Ohio Revised Code shall apply to successor and reopener negotiations. The terms of this Agreement shall remain in full force and effect pending implementation of a successor Agreement.

28.3 Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the parties have caused duplicate counterparts hereof to be duly executed and delivered on or as of the ____ day of _____, 2019.

**FRANKLIN TOWNSHIP,
FRANKLIN COUNTY, OHIO**

**FRATERNAL ORDER OF POLICE,
CAPITAL CITY LODGE NO. 9**

By:

By:

Aryeh Alex, Trustee

Keith Ferrell, President

John Fleshman, Trustee

David Woodie, FOP Team Member

Ralph Horn, Trustee

Steve Mason, FOP Liaison

CERTIFIED:

Lisa Morris, Fiscal Officer

ARTICLE 29

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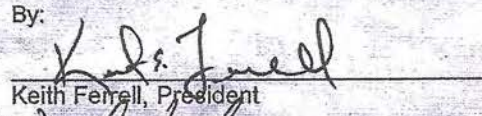
FRANKLIN TOWNSHIP,
FRANKLIN COUNTY, OHIO

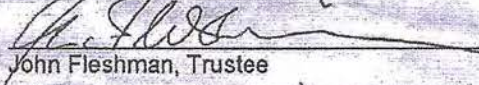
FRATERNAL ORDER OF POLICE,
CAPITAL CITY LODGE NO. 9

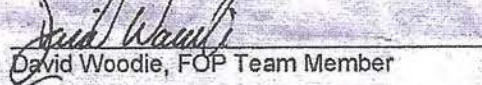
By:

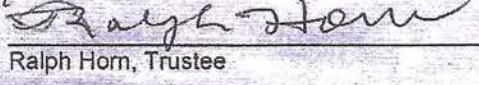

Aryeh Alex, Trustee

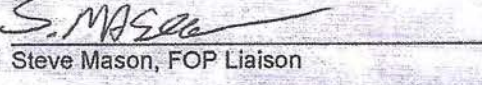
By:


Keith Ferrell, President


John Flishman, Trustee


David Woodie, FOP Team Member


Ralph Horn, Trustee


Steve Mason, FOP Liaison

CERTIFIED:


Lisa Morris, Fiscal Officer