



06-25-2018
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17-MED-02-0127
K36868

**CONTRACT BETWEEN
MADISON TOWNSHIP**

AND

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

MAY 1, 2017 - APRIL 30, 2020

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ARTICLE 1 AGREEMENT

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

Section 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.

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

Section 1.4 Severability. Should any part of this Agreement be held invalid by operation of law or by final order issued by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal 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, upon the written request of either party, meet within thirty (30) days after receipt of such request in an attempt to modify the invalidated provision(s) by good faith negotiations.

Section 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 each of the parties.

Section 1.6 Past Benefits and Practices. Any past benefit or past practice that has been continuous, known, and sanctioned by the Township and/or the Department, but not incorporated in this Agreement, shall not be altered except by mutual agreement between the Township and the Lodge. If agreement cannot be reached between the Township and the Lodge as to what constitutes a past benefit or practice, the Township Trustees shall determine what matters constitute a past benefit or practice.

ARTICLE 2 RECOGNITION

Section 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 2.2 of this Agreement in matters affecting wages, hours, terms and conditions of employment, and the continuation, modification or deletion of any provision of this Agreement.

Section 2.2 Bargaining Units. There are two (2) bargaining units established by this Agreement. The first bargaining unit consists of all sworn, regular full-time members of the Madison Township Police Department (the "Department") who are below the rank of Sergeant. The second bargaining unit consists of all sworn, regular full-time members of the Department who are of the rank of Sergeant and above, excluding the rank of Captain and the Chief. The parties agree to engage in multi-unit bargaining for the purpose of reaching agreement for members of both bargaining units. Unless otherwise noted herein, the term "member" and/or "members" refers to bargaining unit(s) member(s) represented by the Lodge.

ARTICLE 3 NON-DISCRIMINATION

Section 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, disability, marital status, military service, sexual orientation, application for or participation in the State of Ohio worker's compensation program or membership or non-membership in the Lodge.

ARTICLE 4 LODGE SECURITY

Section 4.1 Dues and Deductions. The Township agrees to deduct regular Lodge membership dues and supplemental dues, as certified by the Lodge to the Township, the first and second pay period of each month from the payroll check of a member. If a member has insufficient pay in any pay period of the month in which said deductions are due, the deductions shall be made from the next or a 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 a warrant in the aggregate amount of the deductions made for that pay period, together with a notice of any change in the number of members for whom deductions were made. No other employee organization dues shall be deducted from any member's pay during the term of this Agreement.

Section 4.2 Fair Share Fee. Bargaining unit members who are not members of the Lodge shall, as a condition of employment, pay to the Lodge a fair share fee. The amount of fair share fee shall be determined by the Lodge, but shall not exceed dues paid by the members of the Lodge who are in the bargaining units. Such fair share fees shall be certified by the Lodge to the Township at such times during the term of this Contract as necessary to be accurate. Such payment shall be subject to an internal Lodge rebate procedure meeting all requirements of state and federal law. For the duration of this Contract, such fair share fees shall be automatically deducted by the Township from the payroll check of each bargaining unit member who is not a member of the Lodge. The automatic deduction shall be made in the first pay period of each month. The Township agrees to furnish the Financial Secretary of the Lodge once each calendar month, together with a listing of the bargaining unit members for whom said deductions were made.

The automatic deductions shall be initiated by the Township whenever a bargaining unit member who is not a member of the Lodge has completed his/her first sixty (60) days of employment.

The Township's obligation to make deductions under this Section shall terminate automatically upon a termination of employment or transfer of a member to a job classification outside the bargaining units.

Section 4.3 Processing. The Township shall be relieved of any obligation to deduct Lodge dues upon a member's: (1) termination of employment; (2) transfer to a job other than one covered by a bargaining unit; (3) 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 Financial Secretary of the Lodge at least thirty (30) days prior to the implementation date. Thirty (30) days advance notice must be given to the Township Clerk prior to making any changes in an individual's dues deductions. 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 an 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.

Section 4.4 Additional Payroll Deduction. The Township shall provide the Lodge with an additional payroll deduction for the purpose of the Lodge providing an additional member benefit.

Section 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.

Section 4.6 Bulletin Board. The Township agrees to provide space for a bulletin board in an agreed upon area of Police Headquarters for use by the Lodge. Lodge bulletins and Lodge materials only will be permitted to be posted on this board. It is also understood that no material may be posted on the Lodge bulletin board which contains any of the following:

- A. Personal attacks upon any member or employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Administration;
- C. Attacks on any employee organization regardless of whether the organization has local membership; and
- D. Attacks and/or any favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 4.7 Ballot Boxes. The Lodge shall be permitted, upon prior notification to the Chief, to place ballot boxes at Departmental Headquarters for the purpose of collecting members' ballots on all Lodge issues subject to ballot. These boxes shall be the property of the Lodge and neither the ballot boxes nor their contents shall be subject to the Department's review. The Lodge agrees that the use of the boxes shall not interfere with the operations of the Department, nor shall the Department be responsible for the boxes or their contents.

Section 4.8 Bargaining Unit Meetings. The Lodge shall be permitted, upon prior notification to the Chief, to hold meetings for members at Departmental Headquarters or other Township building, room or facility. The notification required under this Section shall be in writing, shall be delivered to the Chief at least forty-eight (48) hours prior to the time of the meeting, and shall state the date, time and requested location of the meeting. The Township agrees to hold the requested location open for use by the Lodge on the date and at the time specified in the Lodge's notification to the Chief. However, if it is not practicable for the Township to provide the requested location to the Lodge, the Township will so notify the Lodge and make an effort to provide for an alternate meeting location in another Township building, room or facility. No member shall be obligated or asked to divulge to the Township information discussed at said meetings.

Section 4.9 Use of Intra-Departmental Mails and Departmental E-Mail. The Lodge shall be permitted to utilize the intra-departmental mail and e-mail systems. The Lodge agrees that the use of these systems 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. Any use of the e-mail system by the Lodge is subject to reasonable regulation by the Township. There is no expectation of privacy attached to the Lodge's use of the e-mail system.

Section 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 this 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.

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

Section 4.12 Grievance Representative. The Lodge President shall designate not more than one (1) Grievance Representative (Liaison Officer) who shall be a Lodge member. The Grievance Representative shall, upon supervisory approval, be permitted reasonable time, not to exceed eighty (80) hours per year, during the representative's regular work shift, without loss of pay, to perform authorized functions. Upon the approval of their immediate supervisor, the representative may modify his/her duty hours to attend a grievance and/or discipline hearing.

only if the modification is no more than two (2) hours prior to the beginning or after the end of their assigned shift, providing the shift has two (2) or more persons on duty.

Representatives will assign a grievance number to each grievance and maintain a log of all grievances filed.

Section 4.13 Lodge Delegate. One duly elected delegate to the annual state or bi-annual (held in the odd numbered years) national conferences of the Fraternal Order of Police shall, upon supervisory approval, be granted forty (40) hours with pay to attend such functions. This supervisory approval shall not be unreasonably withheld.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 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 Departmental work rule or regulation has not been uniformly applied.

Section 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. When a group of members desires to file a grievance involving each member of the group in a substantially similar manner, the Lodge or the Grievance Representative may select one (1) member to process the grievance as the designated representative of the affected group. Termination 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.

Section 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 the 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.

Section 5.4 Grievance Withdrawal. Any member or the Lodge may withdraw a 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. If a grievance is withdrawn as a result of fraudulent misrepresentation on the part of the Township in the course of the Grievance procedure, the grievance may again be initiated at the Step of last response within ten (10) calendar days after the misrepresentation is discovered.

Section 5.5 Time Limits and Representatives. Any grievance which is not answered within the stipulated time limits may be advanced 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. 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 time 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.

Section 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. The Township shall permit the Lodge to use the Divisional computer system to the extent that the Lodge may develop a grievance form template to be placed on the hard drive for purposes of filing and processing grievances. The Lodge Grievance Representative may save grievances on a compact disc.

Section 5.7 Grievance Steps. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance that originates from a level above Step One of the grievance process may be submitted directly to the step or level from which it originates. Whenever a grievance originates at Step Four, a copy of the grievance shall be given to the Chief. Any Step in the Grievance Procedure may be waived on any grievance by mutual consent. The following Steps and procedures shall be utilized in the resolution of grievances:

A. **Step One - Immediate Supervisor**

1. A grievant shall first attempt to resolve a grievance by submitting the grievance in writing to the grievant's immediate supervisor. This grievance shall be submitted to his/her immediate supervisor within the earlier of ten (10) calendar days of the date the grievant first has knowledge of the events or circumstances giving rise to the grievance or within forty-five (45) days of the date these events or circumstances occurred. The supervisor shall note on the grievance form the date of its receipt.
2. Within seven (7) calendar days after receipt of the grievance, the supervisor shall submit to the grievant and/or the grievance representative a written response to the grievance.

B. **Step Two – Captain or Designee**

1. Should the grievant not be satisfied with the response at Step One, the grievant may file an appeal of the grievance to the Captain or Designee.

The grievant shall initiate the appeal by delivering, within seven (7) calendar days after receipt of the Step One response, a copy of the grievance form containing the written responses from the prior Step and any other pertinent documents to the Captain or Designee. The Captain or Designee shall note on the grievance form the date of its receipt.

2. Within seven (7) calendar days after receipt of the grievance the Captain or Designee, shall submit to the grievant and/or Grievance Representative a written response to the grievance, which response shall be signed and dated.

C. Step Three - Chief

1. Should the grievant not be satisfied with the response at Step Two, the grievant may file an appeal of the grievance to the Chief. The grievant shall initiate this appeal 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 prior Steps and any other pertinent documents to the Office of the Chief. The Chief shall note on the grievance form the date of its receipt.
2. Within ten (10) calendar days after receipt of the grievance, the Chief shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievant. The grievant may be represented by the Grievance Representative and/or other Lodge representative. The Township Administrator may attend the meeting at the invitation of the Chief.
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 shall submit to the grievant and the Grievance Representative a written response to the grievance, which response shall be signed and dated.

D. Step Four - Board of Trustees.

1. Should the grievant not be satisfied with the response at Step Three, the grievant may file an appeal of the grievance to the Board of Trustees. The grievant shall initiate this appeal by delivering, within seven (7) calendar days after receipt of the Step Three response, a copy of the Grievance Form containing the written responses from prior Steps, 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 designated representative, within ten (10) calendar days at a meeting called to consider

the grievance. This time period may be extended by mutual agreement of the parties. The grievant may be represented by the Grievance Representative and/or other Lodge Representative at this meeting. Within seven (7) calendar days after the meeting, the Board of Trustees, or its designated representative, shall submit to the grievant and Grievance Representative a written response to the grievance, which response shall be signed and dated.

Should the grievant not be satisfied with the Trustees' response to the grievance at Step Four, 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, or designee, determine to proceed to arbitration with the grievance, the Lodge President 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.

E. Step Five - Arbitration.

1. 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 Four reply.
2. Upon receipt of a request for arbitration, the Township and the Lodge shall, jointly agree to an Arbitrator or request a list of seven (7) impartial labor Arbitrators from the Federal Mediation and Conciliation Service (FMCS) who have a business or residential address in Ohio and who are members of the National Academy of Arbitrators. Upon receipt of the list of seven (7) arbitrators, the parties shall select an arbitrator. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. The first strike shall be by coin-toss and the parties shall then 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, which election may only be exercised once. If the Lodge and Township have not jointly agreed to an arbitrator or neither party has made a request to the FMCS for a list of seven (7) arbitrators within 60 days of the Lodge's written notice to arbitrate the grievance, the grievance shall be considered resolved and the issue will no longer be subject to the arbitration process. 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.

3. 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.
4. 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 first presented.
5. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not alleged grievance is arbitrable. If the Arbitrator determines the grievance is not arbitrable, the Arbitrator shall render no decision on the merits.
6. 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. All costs directly related to the service of the Arbitrator shall be divided equally between the Township and the Lodge. 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 provision.

Section 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 Departmental operations shall not thereby be interfered with or interrupted. A grievance meeting at Step Three 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 Grievance Representative may, with seventy-two (72) hours advance supervisory approval, flex his or her regular shift hours to perform duties related to the processing of grievances. Such supervisory approval shall not be unreasonably withheld. The time off so allowed the Grievance

Representative shall be charged to the time allotted under Section 4.12 of this Agreement. 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. Grievance meetings will be held at mutually agreeable times.

ARTICLE 6 MANAGEMENT RIGHTS

Section 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. In addition to other functions and responsibilities which are required by law, 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.

Section 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

Section 7.1 Waiver. In cases of emergency declared by the Township Board of Trustees, the Township Administrator, or the Chief, resulting from acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended for the duration of the emergency:

1. Time limits for filing or responses to grievances.
2. Selected work rules and/or agreements and practices relating to the assignment of all members.

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

ARTICLE 8 CORRECTIVE ACTION

Section 8.1 Discipline for a Cause. No member shall be reduced in pay, suspended, discharged or otherwise disciplined except for just cause. This section does not apply to members while in their probationary period.

Section 8.2 Progressive Disciplinary Action. The Township agrees to follow the principles of progressive disciplinary action. For minor offenses, oral and/or written reprimand(s) will precede suspension(s) or discharge. For intermediate offenses, written reprimand(s) or suspension(s) will precede discharge. For offenses of a serious nature the Township may take disciplinary action up to and including discharge for the first offense. An accumulation of offenses may warrant more severe disciplinary action than a first offense. 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.

Section 8.3 Appeals. Non-probationary members may elect to appeal a decision of the Board of Trustees to impose a suspension or a removal 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 of this Agreement. 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, the member shall be precluded from pursuing any appeal to the Common Pleas Court, except as provided in Ohio Revised Code Chapter 2711.

Section 8.4 Duration of Disciplinary Records. In the event of no intervening disciplinary action against the member, the following shall apply: *minor* reprimands (which the Chief may record) will cease to have force and effect no more than one (1) year from date of *occurrence*. Written Reprimands will cease to have force and effect after no more than eighteen months (18) from the date of *occurrence*; and records of suspensions will cease to have effect no more than two (2) years from the date of *occurrence*.

Disciplinary records which cease to have force and effect shall, upon a member's request to the Township Administrator, be placed in a "dead" file, but kept on record as required by state law. All other copies of such disciplinary records shall be destroyed.

Section 8.5 Review of Personnel Files. If a request is made to inspect and/or copy records within a member's personnel file pursuant to Section 149.43 of the Ohio Revised Code, and the Township intends to comply with the request, the Township shall first, provide notification to the member of the nature of the request. The member shall have the opportunity to take any one or more of the following actions within one business day (24 hours) of receiving notification: 1) insure that any material within the member's personnel file, which is subject to removal from the file under any provisions of this Agreement or by any other applicable law, is removed prior to the Township's compliance with the request; 2) protest the Township's intended compliance with the request by filing a written letter of protest with the Township Clerk, which letter of protest shall be the considered prior to the Township's compliance with the request; and/or 3) pursue any available legal remedy.

Section 8.6 Inaccurate Documents. Should any member have reasons to believe that there are inaccuracies in documents contained in his or her file, the member may notify the Chief 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. 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 Procedures, except that performance evaluations may not be grieved beyond the Trustee level.

Section 8.7 Copies of Records of Disciplinary Action. A copy of any record of disciplinary action, which has been placed in the member's personnel file, shall be provided to the member at the time of its placement. Unfounded citizen's complaints and anonymous charges shall never be placed in the member's personnel file.

Section 8.8 Private Action. The Township agrees that, to the extent permitted by law, all disciplinary procedures shall be carried out in private and in a business-like 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.

Section 8.9 Compliments. When a citizen compliment is received by the Township, the compliment will be recorded on a compliment form developed by both the Township and the Lodge. This compliment will then be placed in the member's personnel file.

ARTICLE 9 PROBATIONARY PERIODS

Section 9.1 Initial Probation. Upon appointment as a Police Officer, a member will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the member receives compensation from the Township and shall continue thereafter for a period of three hundred sixty-five (365) days or three hundred sixty-five (365) days after certification as a peace officer, whichever is later. A probationary member may be terminated at any time during this probationary period and shall have no recourse to the 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.

Section 9.2 Extension of Police Officer Probationary Period. The Township 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 member. In the event of such extension, the 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 member may be terminated at any time, and the member shall have no recourse to the 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.

Section 9.3 Promotional Probation. A newly promoted member will be required to successfully complete a probationary period in such member's newly appointed rank. The promotional probationary period for a newly promoted member shall begin on the effective date of the promotion and shall continue thereafter for a period of three hundred and sixty-five (365) days. A newly promoted member, who evidences unsatisfactory performance, may be returned to the member's former rank at any time during the second half of the member's probationary period, provided that the member shall be reinstated to the former rank and wages held by such member immediately prior to the promotion, with full credit for service being given for time served during

the promotional probationary period. If so returned, the member shall have no recourse to the Arbitration Procedure to challenge the reinstatement action.

Section 9.4 Extension of Promotional Probationary Period. The Township may, from time to time and in its sole and absolute discretion, extend a member's promotional probationary period beyond the term set forth in Section 9.3 of this Agreement; provided, however, that all extensions shall only be done upon the written approval of the Lodge and member. In the event of such extension, the member shall continue as a probationary member for such times or times as agreed to by the Township and the Lodge without interruption of Step progression. During an extended probationary period, the member, who evidences unsatisfactory performance, may be returned to the member's former rank at any time, provided that the member shall be reinstated to the former rank and wages held by such member immediately prior to the promotion, with full credit for service being given for time served during the promotional probationary period as extended. If so returned, the member shall have no recourse to the Arbitration Procedure to challenge the reinstatement action.

Section 9.5 Promotional Evaluation. The Township will conduct at least one performance evaluation every ninety (90) days after a member's promotional appointment. This evaluation shall measure the member's fitness to continue in the position.

ARTICLE 10 PROMOTIONS

Section 10.1 Promotional Appointment. All appointments to the rank of Sergeant shall be filled by promotional appointment of Police Officers within the Department, as provided in this Article.

Section 10.2 Posting Period. Whenever a vacancy in the rank of Sergeant occurs, the Chief shall, within ten (10) days of the vacancy, post a notice advising officers when applications will be accepted to fill the vacancy. There shall be a fifteen (15) day posting period for receipt of applications.

Section 10.3 Eligibility. To be eligible to receive consideration for promotional appointment to the rank of Sergeant, a Police Officer must have at least five (5) years of full-time law enforcement experience, at least (3) years must be as a Police Officer in the Madison Township Police Department as of the time the posting period is closed.

Section 10.4 Use of Examination; Temporary Appointment. Provided that at least two (2) Police Officers apply and are eligible for promotional consideration, an examination process shall be conducted to select an appointee to the vacant position. If there are not at least two (2) eligible Police Officers who apply, the Chief shall assign the most senior police officer who volunteers to serve out of rank in an acting capacity as a Sergeant until a promotional appointment can be made pursuant to the provisions of this Article.

Section 10.5 Promotional Examination Components. The Promotional Examination shall consist of a written competitive examination component and an oral review board component.

Section 10.6 Independent Consultant. The Trustees shall engage the services of an independent testing consultant to administer the examination process. This consultant shall be responsible for preparing a written examination, which is job-related and valid.

Section 10.7 Written Examination. The written examination shall be administered, with due notice to the eligible applicants, no later than sixty (60) days after the close of the posting period. At least sixty (60) days prior to the conducting of the written examination, each applicant shall be provided notice of the source material from which the examination questions are prepared. At least two (2) copies of each source material will be made readily accessible to the applicants for their review. The written examination shall constitute fifty percent (50%) of the total test score. Following the written examination, the applicants may participate in an oral board; such oral board scores shall constitute fifty percent (50%) of the total score.

Section 10.8 Oral Review Board. Within thirty (30) days after the written examination the Oral Review Board shall be convened and interview all eligible applicants.

The Oral Review Board shall be comprised of three qualified individuals. Two members shall be employed in the rank of Sergeant or above in comparable police departments in Ohio. One of the members shall be appointed by the Chief while the other shall be appointed by the Lodge President. The third member shall be a community leader employed in a position of trust and authority within the Township. The Board of Trustees shall appoint the third member.

Prior to the interviews, the Chief shall prepare a written packet of information for each applicant. The packet shall list each applicant's job experience work history and seniority. Prior to submission of this packet to the Oral Review Board, each applicant shall be given the opportunity to review and comment in writing upon the information in the packet.

After interviewing each candidate, the Oral Review Board shall prepare and certify to the Trustees its selection of no more than three (3) candidates whom the Oral Review Board members, by consensus or majority vote, find to be the best qualified for promotional appointment from among the applicants participating in the Oral Review Board component.

In making this selection, the Oral Board members shall consider each applicant's job experience, education, history, and seniority as well as the skills, knowledge and abilities shown by the applicant in the Oral Review Board interview.

Section 10.9 Appointment. The Trustees shall appoint a candidate certified by the Oral Review Board for promotional appointment to the vacant Sergeant's position.

Section 10.10 Promotional Eligibility List. Provided that at least three (3) candidates are certified to the Trustees for promotional appointment, the names of those certified candidates not selected for promotional appointment to the vacant Sergeant's position shall be placed on a promotional eligibility list. This list shall be used by the Trustees to fill the next vacancy in a Sergeant's position, which may occur within one year after certification is made to the Trustees to fill the vacant Sergeant's position.

Section 10.11 Time Limits. The time limits set forth herein for the conduct of the examination may be extended for good cause. However, every effort will be made to adhere to these time limits.

ARTICLE 11 ASSIGNMENTS AND TRANSFERS

Section 11.1 Posting and Filling Permanent Vacancies.

A. Whenever a vacancy occurs in a permanent shift assignment, that assignment is to be filled on a requested basis, unless the provisions of Section 11.2 of this Agreement apply. The Chief will post the vacancy and will fill the vacancy with the most senior officer who applies for the vacancy. Notice of the vacancy, shall be posted for five (5) calendar days. Members who have completed their probationary period and who are interested in the position shall signify their intent by submitting a request for the assignment to the Chief within five (5) calendar days after the last day on which the notice is posted. Members who are on vacation, sick leave, or other approved leave may permit another member to timely submit an assignment request. An assignment is defined as the hours of work and days off that apply to the assignment. Additionally, all shift assignments will be subject to the bid process each January and those bid assignments will go into effect in February.

B. In order to be eligible for an assignment other than a patrol assignment, an officer must have at least three (3) year of law enforcement experience with Madison Township. These assignments will be subject to bid process every three (3) year period commencing on the date the assignment is filled. As part of the selection process, the Chief will consider the following qualifications in making his/her selection: seniority, prior experience, education and training.

No member will be awarded a non-patrol assignment for more than two consecutive three (3) year periods. An officer who serves in a non-patrol assignment for two consecutive three (3) year periods will not be eligible to bid for a non-patrol assignment for a period of six (6) years unless there are no other candidates for the assignment.

If the current detectives as of October 1, 2014 are both holding detective assignments at the end of the two consecutive three (3) year periods, the Chief will have the right to extend the lead detective assignment by one additional year without re-posting the position.

C. All special assignments for which officers are paid by grant fund received by the Township will be posted for the assignment.

Section 11.2 Filling Administrative Permanent Vacancies.

A. 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. The Chief may effect these changes notwithstanding the existence of a requested assignment change for that shift.

- B. Absent extraordinary circumstances, no member may receive an administrative permanent assignment change more often than once every calendar year.

Section 11.3 Temporary Assignment and Shift Reassignment.

- A. A temporary assignment, including shift reassignments, shall not exceed thirty (30) days, except in extraordinary circumstances, in which case the Chief shall provide written notice to the member explaining the need for such extension. Temporary assignments may be made by the Chief based upon the needs, interests, efficient, or effective operation of the Department or to ensure the safety of the Officer or the public. Temporary assignments may be effected by the Chief at his or her option, either on a requested or on an administrative basis.
- B. A member receiving a temporary assignment, including shift reassignment, shall, if possible, receive written notice of the temporary assignment at least seven (7) calendar days prior to such assignment, unless the member requests the temporary assignment.
- C. Upon completion of the temporary assignment, the member shall be returned to the permanent assignment, which was held immediately prior to the temporary assignment.

Section 11.4 Protest of Assignment Change. A member who believes that he or she has been improperly treated, in connection with a requested or administrative permanent or temporary assignment change, may invoke the Grievance and Arbitration Procedure in accordance with this Agreement. Probationary members may be permanently or temporarily assigned to an assignment if no other member requests that assignment.

**ARTICLE 12
LAYOFF AND RECALL**

Section 12.1 Notification to Lodge. In case the layoff of members is anticipated, the Township shall notify the Lodge of the impending layoff. The Township and the Lodge shall meet to discuss possible alternatives.

Section 12.2 Layoff Notice. Affected members shall receive notice at least twenty-eight (28) calendar days prior to the effective day of layoff. The notice shall specify the reason(s) for the

layoff, whether the layoff is to be of a permanent nature (more than one year's duration), 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.

Section 12.3 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 the order of seniority within a rank, 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.

Section 12.4 Recall List. Members who are laid off shall be placed on a recall list for a period of two (2) 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 they are presently qualified to perform the work in the job classification to which they are recalled without further training or certification.

Section 12.5 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 with a copy to the Lodge. The Township shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the member. The recalled member shall have ten (10) 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 ten (10) calendar days following the date delivery of the recall notice in which to report for duty, unless a different date for returning to duty is otherwise specified in the notice.

Section 12.6 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 two (2) year 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 reestablished and become available during the two (2) year duration of the recall list, such member shall be entitled to appointment to that rank. If a rank is reestablished 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 reestablish 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.

Section 12.7 Department Abolishment. Should the Township abolish the Police Department, the Township will make every effort to secure employment for members with another law

enforcement agency or agencies within Franklin County. For any member for whom the Township is unable to secure such employment, the member will continue to receive the same wages and benefits from the Township that he or she was receiving at the time of the Department's abolishment. Such wages and benefits will continue for a period of three (3) months from the date of abolishment. During this three (3) month period, the Township will continue to pursue employment for the members.

ARTICLE 13 LABOR RELATIONS MEETINGS

Section 13.1 Labor Relations Meetings. In the interest of sound labor relations, a Labor Management Committee shall investigate, study, and discuss possible solutions to mutual problems affecting labor and management relations. The Labor Management Committee shall be made up of three (3) members elected by the bargaining units and an alternate, the Township Administrator, the Chief, the Captain and an alternate as well as an ex-officio member from the Lodge. Meetings shall be held quarterly unless otherwise agreed and the Committee Chair shall be rotated quarterly between the Lodge and the Township. Members shall suffer no loss of pay for time spent in Labor Relations meetings. A member may attend during regular working hours without loss of pay. If a member attends a meeting while off duty, the member shall receive one (1) hour of compensatory time. A member may also, with seventy-two (72) hour's advance supervisory approval, flex his or her work hours to attend such meetings. This supervisory approval shall not be unreasonably withheld.

Section 13.2 Agenda. An agenda will be furnished at least five (5) working days in advance of the scheduled meeting with a list of the matters to be discussed in the meeting. The parties may mutually agree to add item(s) to the agenda with less than five (5) working days notice. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Lodge of changes made by the Township which affect members;
- C. Discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Lodge representatives the opportunity to share the views of their members on topics of interest to both parties; and
- F. Consider and discuss health and safety matters relating to members.

Section 13.3 Special Meetings. If special labor relations meetings have been requested, and mutually agreed upon, they shall be convened as soon as practicable.

Section 13.4 No Authority. Labor Management Committee meetings are not intended to be negotiation sessions to alter or amend the basic Agreement. No party shall be required to continue meeting after the second hour unless by consensus of the committee members.

Section 13.5 Resolution of Matters. Matters resolved by the Labor Relations Committee shall be reduced to written form and signed by authorized representatives of the Township and the Lodge. The parties may use Memoranda of Understanding to reference such resolutions.

**ARTICLE 14
NO STRIKE/NO LOCKOUT**

Section 14.1 No Strike. The Lodge recognizes that state law prohibits members from engaging in a strike. In recognition of this prohibition, the Lodge shall meet any obligation imposed upon it by state law.

Section 14.2 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.

Section 14.3 Remedies. Each party also reserves its remedies under Ohio Revised Code Chapter 4117.

**ARTICLE 15
WAGES**

Section 15.1 Hourly Wage Rates.

A. The following wage rates are effective by rank and step beginning the first day of the first full pay period in May 2017 for members employed by Madison Township. (3% increase)

Step		A	B	C	D	E
Patrol Officer	Hourly	\$22.03	\$24.40	\$26.75	\$29.11	\$31.48
	Annually	\$45,822.40	\$50,752.00	\$55,640.00	\$60,548.80	\$65,478.40
Sergeant	Hourly	\$33.97	\$36.51			
	Annually	\$70,659.60	\$75,940.80			

B. The following wage rates are effective by rank and step beginning the first day of the first full pay period in May 2018 for members employed by Madison Township. (3% increase)

Step		A	B	C	D	E
Patrol Officer	Hourly	\$22.69	\$25.13	\$27.55	\$29.98	\$32.42
	Annually	\$47,195.20	\$52,270.40	\$57,304.00	\$62,358.40	\$67,433.60
Sergeant	Hourly	\$34.99	\$37.60			
	Annually	\$72,779.20	\$78,208.00			

C. The following wage rates are effective by rank and step beginning the first day of the first full pay period in May 2019 for members employed by Madison Township. (3% increase)

Step		A	B	C	D	E
Patrol Officer	Hourly	\$23.37	\$25.88	\$27.55	\$30.88	\$33.39
	Annually	\$48,609.60	\$53,830.40	\$57,304.00	\$64,230.40	\$69,451.20
Sergeant	Hourly	\$36.04	\$38.73			
	Annually	\$74,963.20	\$80,558.40			

*Calculation legend: Hourly rate x Raise percentage = New Hourly rate x 2080 hrs = Annually

D. The pay rates set forth in (A) (B) (C) of this Section reflect a sixteen percent (16%) rank differential between Police Officer Step "E" and Sergeant Step "B".

E. The parties agree that wages will only be paid to current bargaining unit members employed with the Township on the date this Agreement is approved by the Board of Trustees.

Section 15.2 Pay Plan Administration. The "A" Step shall be the minimum rate and shall be the hiring rate for Police Officers. Advancement from the "A" Step to the "B" Step shall occur upon completion of one (1) year. Advancement from the "B" Step to the "C" Step shall occur upon the completion of one (1) year and advancement from "C" Step to the "D" Step shall occur upon the completion of one (1) additional year. Advancement from the "D" Step to the "E" Step shall occur after the completion of the Police Officer's fourth year. When a member is promoted to the rank of Sergeant, the pay rate shall be the rate provided for such rank.

Step "A" for Sergeants is 8% above Step "E" of the Police Officer. This is the entry rate of pay for the rank of Sergeant and is applicable during the probationary period for Sergeant. At the

completion of six (6) months of the probationary period a Sergeant moves to Step B (16% above Step "E" of the Police Officer).

Section 15.3 Shift Differential Pay Rates. The following shift differential shall be paid: \$0.75 per hour for any eight (8) hour workday for which the majority of work hours occur after 3:00 p.m. and prior to 11:00 p.m. and \$0.50 per hour for any eight (8) hour workday for which the majority of work hours occur after 11:00 p.m. and prior to 7:00 a.m. The shift differential shall be paid to members normally assigned to such hours regardless of the shift hours they actually work, for all hours worked but excluding hours in paid status while on approved leaves and off-duty court-time hours.

Shift differential shall be paid only for actual hours worked during the workday. Shift differential shall not be paid in addition to regular pay for any hours of leave without pay. Compensatory time will be paid at the bargaining unit's regular rate of pay at the time it is used.

Section 15.4 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.

Section 15.5 Working Out of Rank. Any member who is designated by the Chief to perform the duties of a Sergeant shall be paid at Step "A" of the Sergeant's wage rate for all hours during which the member performs such duties.

Section 15.6 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.

Section 15.7 Return to Duty. When a member returns to duty in the same rank after a separation from the Township service of not more than one (1) year, which separation was not due to discreditable circumstances, the member shall be reinstated to the same step as at the time of separation. The member shall also serve thereafter for the 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.

Section 15.8 Longevity. The Township agrees to pay each member longevity in the amount of one hundred dollars (\$100.00) for each year of service up to a maximum of twenty five (25) years of service. The total longevity pay shall be divided by the number of pay periods for one year, and then shall be added to the wage of each member.

Section 15.9 Pay Statements. The Township will provide each member with statement(s) each pay period listing as a minimum the following information: dates of the pay period; gross wages earned for the pay period; year-to-date gross wages; taxes deducted by each taxing authority for the pay period; year-to-date taxes deducted by each taxing authority; PERS-LE payments for the pay period; year-to-date PERS-LE payments; any other deductions by source for the pay period; any other year-to-date deductions by source; leave accruals for the pay period; and year-to-date leave accruals.

Section 15.10 Special Service Compensation. Any member who serves in an additional duty as well as his or her permanent assignment shall receive one (1) hour of overtime for each shift spent performing that duty. Such duties shall include Field Training Officers and Firearms Instructors. This will include the entire field training program.

ARTICLE 16 PENSION PICK-UP

Section 16.1 Pension Pick-Up. The Township will maintain a fringe benefit "pick-up" of the member contribution to the Public Employees Retirement System (Law Enforcement) (hereinafter referred to as "PERS-LE") under the following terms and conditions:

- A. The amount to be picked up on behalf of each member shall be five and one tenth percent (5.1%) of the member's earned compensation. The member shall pay any increase beyond the percentage maximum for which the Township is responsible.
- B. Picked-up member contributions shall be designated as Public Employee Contributions to PERS-LE and shall be in lieu of statutorily required contributions to PERS-LE by each member.
- C. The provisions of this pension "pick-up" plan shall apply uniformly to all members, and no member shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. The Township will, in reporting and making remittance to the PERS-LE, report that each member's contribution has been made as provided by statute.
- D. The sums to be paid hereunder by the Township on behalf of the member are not to be considered additional salary or wages and are not to be treated as increased compensation. For purposes of computing a member's earnings or basis of a member's contributions to the PERS-LE, the amount paid by the Township on behalf of the member as such member's statutory obligation is intended to be and would be considered as having been paid by the member in fulfillment, whether in whole or in part, as the case may be, of the member's statutory obligation.
- E. The parties further agree that a member's salary for purposes of (1) determining the contribution base for contributions to the PERS-LE and (2) determining any sick leave, severance, vacation, disability pay and any other benefits which are determined by reference to the member's rate of pay, shall consist of only the member's cash salary as set forth in Section 15.1, of this Agreement, without regard to the amount of the contribution to PERS-LE paid by the Township in lieu of payment by the member pursuant to this Article 16.
- F. The parties recognize and agree that the Township has obtained approval for the use of this fringe benefit pension pick-up from PERS-LE and, if required by PERS-

LE, from the Internal Revenue Service. In the event PERS-LE will not accept this "pick-up" plan in its present form, then the parties agree that this Article 16 is void, and the Township will utilize the statutory method for employee contributions to PERS-LE pursuant to Section 145.47 of the Ohio Revised Code. It is acknowledged and understood that the Township has made no representations as to the effects of this pension pick-up on any member's retirement benefits or level of taxable income.

ARTICLE 17 HOURS OF WORK AND OVERTIME

Section 17.1 Definition. The standard workweek 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 workweek of forty (40) hours and a work year of 2,080 hours.

Section 17.2 Overtime. Members shall be compensated at straight time rates for all hours in paid status, except that all hours in paid status in excess of forty (40) hours in a work week shall be compensated 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. "Paid status" shall include work hours as well as all hours in paid status while on any approved paid leave, including holiday, vacation, injury and military, except sick leave.

Section 17.3 Call in Pay/Court Pay. When a member is called back for work by the Chief or designee on hours not abutting such 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 to members called in to off duty court appearances. A member called back on his or her second day off shall be compensated at two (2) times his or her regular rate of pay for a minimum of three (3) hours, except when the call back is for training purposes where the member will be compensated at one and one-half (1 1/2) times his or her regular rate of pay.

Section 17.4 Compensatory Time. In lieu of payment for overtime worked, a member may elect to receive compensatory time off. A member may accumulate a maximum of two hundred (200) hours of compensatory time at any one time. Compensatory time off will be scheduled by mutual agreement and may be taken in multiples of one-half (1/2) hour. Members may elect to convert to cash payment up to a maximum of 120 hours annually, their accumulated, unused compensatory time at any time during the year, except for checks drawn during the months of January, February and August. Request must be for a minimum of 10 hours. If a member requests to receive payment for accumulated, unused compensatory time, such payment will be made with the paycheck issued for the pay period following the request (unless such paycheck would be drawn during the months of January, February or August). It is noted that pensionability will be determined per OPERS Ruling at time of payment.

Section 17.5 Separation Payout. Upon separation from employment with the Township for any reason, members shall be entitled to compensation at their current rate of pay for accrued and unused compensatory time.

Section 17.6. Survivor Benefits. When a member dies while in paid status in the Township's service, any unused compensatory time to his or her credit shall be paid in lump sum to the surviving spouse or secondarily to the estate of the deceased.

Section 17.7 Special Duty. Special duty is defined as employment by a separate and independent employer of a member performing law enforcement or related activities under provision whereby the Division: (1) requires the members be hired by a separate and independent employer to perform such duties; (2) facilitates the employment of a 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 the hours for which the member is entitled to overtime compensation.

The special duty rate shall be established by the Chief with input and agreement from the Labor Management Committee. If the Chief and the Committee are unable to agree upon the special duty rate, the current special duty rate will remain in effect.

Section 17.8 Substitution (Trading) of Time. If a member, with the approval of the member's supervisor and solely at the member's option, agrees to substitute during scheduled work hours for another member of the same rank, the hours the member works as substitute shall be excluded in the calculation of hours which the member is entitled to overtime. The Division is permitted, but not required, to keep a record of the hours of the substitute work.

ARTICLE 18 TUITION REIMBURSEMENT

Section 18.1 Approval. Tuition cost, for a course of education at a state accredited school or institute, including on-line course work, if approved by the Chief as law enforcement related, may be reimbursed to the member by the Township in accordance with the provisions of Section 18.2 of this Article, provided that the member obtains either a passing grade or at least a "C" or better in a course with a letter grade. All course work subject to reimbursement shall have prior approval of the Chief. If the Chief disapproves a credit course, the member may appeal to the Board of Trustees at its next regular meeting. The decision of the Board of Trustees shall be final and binding.

Section 18.2 Reimbursement Amount. Effective each Contract year (May 1 through April 30), the parties agree the Township will pay up to a total of \$4,000.00 for tuition reimbursement purposes. A member who wishes to secure tuition reimbursement for approved coursework shall submit his or her request for reimbursement to the Chief listing the credit coursework and anticipated costs for the coursework the member wishes to pursue during any period of time from

August 1 of the year in which the request is made through July 30 of the following year. Such a request must be made by July 1. If more than one member whose coursework is approved makes a request, the tuition reimbursement payments shall be equitably divided by the Township. If no member makes a request by July 1, or if the annual tuition amount is not exhausted by the request(s) made by July 1, supplemental requests may be made at any time thereafter and shall be subject to being approved on a first come basis.

Section 18.3 Funds. Any financial assistance from any governmental or private agency available to a member, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the member is eligible for under this Article. If a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to payment from the Township.

Section 18.4 Reimbursement. A member will be reimbursed the appropriate amount of tuition upon submitting legible copies of the paid tuition receipt and grade report to the Chief.

Section 18.5 Attendance. All courses must be completed during off duty time. Any situation which, in the discretion of the Chief, would require a member's presence on the job shall take complete and final precedence over any time scheduled for courses.

**ARTICLE 19
INJURY LEAVE**

Section 19.1 Injury Leave. Any member who is injured or disabled while in the performance of the member's duties under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation Law of the State of Ohio, shall be compensated at the member's straight-time hourly rate for the period of disability and/or injury, but not to exceed seven hundred (700) hours per injury, provided the extent of the injury or disability prevents such member from performing normally assigned duties, including light duty where available. Members injured on the job shall file an official Township injury report and reimbursement agreement with the Chief as soon as possible following the injury.

On a case by case basis, as approved by the Township Trustees for good cause, injury leave may be extended up to a total of 2,080 hours per injury. The Trustees' decision in regard to injury leave extension is not subject to arbitration.

Section 19.2 Application Procedure. To apply for benefits under Section 19.1, written application shall be made to the Chief accompanied by a certificate from a physician, stating that the member is unable to work and that such disability is the result of or is connected with the duties of the member. The Township may approve or reject the application, and in doing so may require examination by a physician of the Township's selection.

Section 19.3 Coordination with Workers' Compensation. As a condition for receipt of injury leave benefits, a member shall first make application for Workers' Compensation benefits. Pending a decision by the Township, an injured member may be carried on sick leave, vacation

leave, or compensatory time, which leave shall be restored to the member's credit on certification by the Township that the injury leave has been approved. If, after approval of injury leave, the Township reasonably believes that the member is capable of performing normally assigned duties or light duty if available, then the Township shall notify the member and cancel injury leave.

Section 19.4 Remittance of Award. Copies of all workers' compensation applications shall be submitted to the Chief. The member shall endorse over to the Township any and all wage and salary benefits awarded to the member by the Ohio Bureau of Workers' Compensation which extends 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 shall execute a written agreement reflecting the provisions of this paragraph prior to an award of injury leave.

Section 19.5 Extended Leave. 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 accumulated paid leave time to which the member is otherwise entitled.

Section 19.6 Claim Denied. In the event an on-duty injury leave claim is disallowed by the Bureau of Workers' Compensation or the Industrial Commission of Ohio, the member shall be charged with all time lost from work, against the member's accumulated sick leave time. If the member does not have accumulated sick leave to cover either all or part of the time off, then any moneys paid to the member by the Township as injury leave under this Article shall be repaid by the member to the Township, or at the option of member, the absence may be charged to any other accumulated paid leave.

Section 19.7 Required Certificate. When requested by the Chief, after each thirty (30) days of injury leave, a member shall submit to the Chief a certificate from a physician verifying proper use of injury leave and providing an estimated date of return to work, if known.

ARTICLE 20 SICK LEAVE

Section 20.1 Sick Leave Accrual. A member shall accrue without limit sick leave with pay at the rate of ten (10) hours for each completed calendar month. No sick leave credit shall accrue for any pay period in which the member is off duty and not in paid status more than eight (8) hours of regularly scheduled work. Employees shall accrue sick leave from their first day of employment and shall continue to do so without limitation on the amount of time they may accrue for paid time off duty. No unearned sick leave may be granted to any member, except as provided herein. Sick leave may be approved in multiples of one (1) hour.

Section 20.2 Use of Sick Leave. Sick leave with pay may be granted upon the approval of the Chief, or designee, only for the following reasons:

- A. Sickness of the member.
- B. Injury to the member where such injury is incurred in the performance of employment other than the member's employment with the Township.
- C. Medical, dental or optical consultations or treatment of the member.
- D. Sickness of a member of the immediate family which requires the presence of the member. The Chief may require a medical certificate from a licensed practitioner to verify this use of sick time. For purposes of this Section, "immediate family" is defined to include spouse, child, or parent.
- E. Pregnancy-related and childbirth-related matters.

Section 20.3 Certification of Sick Leave. The Chief or the Board of Trustees may require evidence as to the adequacy of the reasons for any member's absence during the time which sick leave is requested, including a certificate from a licensed practitioner verifying proper use of sick leave.

After each thirty (30) days of sick leave, a member must submit to the Chief a certificate from a licensed practitioner verifying the proper use of sick leave use and providing an estimated date of return to work, if known.

In the event an employee has been provided documentation from their physician indicating that the employee cannot return to work for a period of time greater than 30 calendar days, the requirement will be waived and an update of the employee's condition will be required at the time of the next scheduled examination.

Section 20.4 Payment for Unused Sick Leave. Upon permanent service retirement from the Township after at least seven (7) years full time service with the Division or upon death, a member, or if applicable, the surviving spouse, or secondarily, the member's 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 one thousand two hundred (1200) hours of such leave. Upon resignation or upon disability retirement from the Township after at least seven (7) years full-time service with the Division, a member 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 five hundred (500) hours of such leave. Notwithstanding the above, as to a member who is killed in the line of duty, the member's surviving spouse, or secondarily, the member's estate, shall be paid all of the member's accrued but unused sick leave. Payment shall be based upon the member's straight-time rate of pay at the date of retirement, death, or resignation. The amount so paid shall constitute payment in full for all accrued but unused sick leave credited to the member.

Section 20.5 Wellness Payment. Any member who works three (3) consecutive months without use of sick leave shall be granted 8 hours of vacation leave. The posting of such vacation leave shall occur on May 1st, August 1st, November 1st and February 1st, when appropriately earned.

In addition, the member will receive eight (8) hours of personal time, at their regular pay rate. Unless personal day is used in lieu of sick time, it must be scheduled with prior approval, as vacation and compensatory time are. Personal time must be used in eight (8) hour increments. Personal time may not be cashed out. Any personal time not used will not be carried over into the new calendar year.

ARTICLE 21 VACATION

Section 21.1 Vacation Accrual. The following table shall be used to determine the amount of vacation leave for each member:

Years of Service	Amount of Vacation Leave
Upon completion of 0 year	80 hours (3.1 per pay period)
Upon completion of 5 years	120 hours (4.6 per pay period)
Upon completion of 10 years	160 (6.2 per pay period)
Upon completion of 15 years	200 hours (7.7 per pay period)
Upon completion of 20 years	240 hours (9.2 per pay period)
Upon completion of 25 years	280 hours (10.8 per pay period)

Section 21.2 Conditions of Accrual. Members shall accrue vacation leave by pay period at the annual rate set forth in Section 21.1, based upon total years of active service. A member, having no prior service credit as provided by Ohio Revised Code Section 9.44, may not use any accrued vacation until completion of one (1) year of continuous active service. If a member is credited vacation time in advance and subsequently leaves the employ of the Township, and then all advance vacation time shall be forfeited without compensation or payment. In the event the member has used all or any portion of the advanced vacation time prior to the member's separation, then any time so used shall be deducted from any moneys owed the member.

Section 21.3 Vacation Carry-Over. A member may carry-over one time the annual amount of vacation leave as established in Section 21.1 above. Vacation carry-over may be expanded by additional days per year, with the approval of the Chief. The balance of any unused vacation leave shall, at the Township's option and in such number of hours as the Township may determine, either be paid at the member's regular rate of pay to be paid on a separate check before December 1 or be permitted to be carried over into the following year. Paperwork for such payout must be turned in the first pay period ending in November.

Section 21.4. Separation Payout. A member in full-time status who is to be separated from the Township service for any reason and who has unused vacation leave shall be paid in a lump sum for such unused vacation leave in lieu of granting such member a vacation leave after the member's last day of active service with the Township.

Section 21.5 Survivor Benefit. When a member dies while in paid status in the Township service, any unused vacation leave to the member's credit shall be paid in a lump sum to the surviving spouse or, secondarily, to the estate of the deceased.

Section 21.6 Leave Scheduling. Requests for annual vacation leave, compensatory time leave, and holiday leave received by the Chief by February 1st of each year will be granted on the basis of seniority consistent with the current policies, not to exceed 120 hrs, except that vacation requests of forty (40) hours or more shall have priority over requests of a more senior officer of eight (8) hours or less. All other vacation leave shall be taken at such time or times at the discretion of and as approved by the Chief. Vacation and compensatory time leaves shall be taken in multiples of one-half (1/2) hour. Holiday leave shall be taken in multiples of eight (8) hours.

More than one member on the same shift may be on leave at a time, as approved by the Chief.

Section 21.7 Annual Shift Bid. To facilitate the annual leave scheduling in Sect. 21.6, the Chief shall distribute the annual patrol shift bid schedule no later than December 1 each year and the annual patrol shift bid completed request shall be submitted to the Chief of Police no later than December 15 of each year.

ARTICLE 22 HOLIDAYS

Section 22.1 Paid Holidays. In addition to the member's regular rate of pay, a member shall be entitled to eight (8) hours of holiday credit for each of the following legal holidays which shall occur at the following times:

- | | | |
|-----|------------------------|-------------------------------|
| 1. | New Year's Day | January 1 |
| 2. | Martin Luther King Day | 3rd Monday in January |
| 3. | President's Day | 3rd Monday in February |
| 4. | Memorial Day | The last Monday in May |
| 5. | Independence Day | July 4 |
| 6. | Labor Day | The first Monday in September |
| 7. | Columbus Day | The Second Monday in October |
| 8. | Veterans Day | November 11 |
| 9. | Thanksgiving Day | 4th Thursday in November |
| 10. | Christmas Day | December 25 |

Section 22.2 Holiday Options. Holiday credit shall, at the option of the member, be paid or used in one of the following three (3) ways:

- A. Forty (40) hours of paid holiday leave (to be credited on January 1), taken at mutually agreeable times, with an additional forty (40) hours of pay in a separate check prior to December 1st.

- B. Eighty (80) hours of paid holiday leave for the holidays throughout the year (to be credited on January 1), taken at mutually agreeable times.
- C. Check for eighty (80) hours of pay in separate checks prior to December 1st.
- D. The foregoing holidays shall be taken in the year in which they are earned and/or credited. Holiday leave shall be taken in multiples of one (1) day. Any unused holiday leave shall be forfeited without pay at the close of each calendar year.

Section 22.3 Prorated Payment and/or Credit for Holidays. A member who separates from Township service for any reason and who is eligible for holiday payment will be paid any earned but unpaid or unused holiday leave time. A newly hired member who qualifies for holiday time other than on January 1 shall be credited and/or paid for those holidays remaining in that initial calendar year.

Section 22.4 Repayment of Holiday Time. If a member is credited with holiday time and subsequently separates employment with the Township, then all holidays occurring after such separation shall be forfeited without compensation or payment. In the event the member has used all or any portion of such holiday time prior to the member's separation, then the time so used shall be deducted from any other moneys owed the member.

Section 22.5 Guarantee of Holiday Time. Each member is assured of having the option to each receive at least one holiday off-duty. However, the Chief may rescind this guarantee when an unexpected situation arises.

Section 22.6 Sixth Months Service Time. As provided in the O.R.C. Section 511.10, a member must have at least six months full-time Township service prior to the month when the holiday occurs to be entitled to holiday pay.

ARTICLE 23 SPECIAL LEAVES

Section 23.1 Special Leave. In addition to other leaves authorized herein; the Board of Trustees may authorize special leaves of absence with or without pay.

Section 23.2 Jury Duty Leave. A member, while serving upon a jury in any court of record will be paid the member's regular salary for each of the member's workdays 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.

Section 23.3 Bereavement Leave. In the event of death of a member's spouse, son, daughter, brother, sister, parent, father-in-law, mother-in-law, stepfather, stepmother, stepbrother, stepsister, stepson, and stepdaughter, each member shall be entitled up to five (5) consecutive work days for

purposes of bereavement. In the event of death of a member's grandparent, grandchild, great-grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent-in-law, half brother, half sister, and a person who stands in the place of a parent, each member shall be entitled up to three (3) consecutive work days for bereavement purposes.

Section 23.4 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 matters. Upon receipt of payment for witness service the member shall submit witness fees to the Chief who will then deposit such funds with the Township Clerk.

Section 23.5 Military Leave. The Township military leave policy and procedures shall conform to the applicable provisions in Chapters 5903 and 5923 of the Ohio Revised Code, including provisions for military leave with full pay for members engaged on active military duty and training.

ARTICLE 24 INSURANCE

Section 24.1 Life Insurance. The Township will provide a fully paid group life insurance policy in the amount of \$75,000.00 covering each member.

Section 24.2 Health Care, Dental and Vision Insurance. The Township shall continue to provide group health care, dental and vision coverage including medical, major medical, and prescription drug plan, dental and vision coverage comparable to the benefits that were in effect January 1, 2017.

The Township and the Lodge agree an Insurance Committee shall continue to share information regarding health care, dental and vision insurance coverage including, but not limited to plan design and employee contribution to premium and the wellness funding and wellness plan.

The following provisions apply to health insurance, dental insurance, vision insurance, and the Employee Assistance Program (“EAP”) provided to members and their families:

- 1) The health insurance carrier, dental and vision insurance providers will offer insurance equivalent to the insurance provided on January 1, 2017. The Employee Assistance Program will continue to be provided and paid for by the Township.
- 2) The Township will offer a high deductible major medical plan as it did in 2017. The deductible amounts for 2017 will be the same single \$2500.00 and family \$5000.00. Employees may select either an HRA (health reimbursement account) or a HSA (health savings account). Voluntary BioMetric Screening will be held between April and July of each year.

Trustees will fund the type of insurance (HRA or HSA) as selected by the employee, beginning January 1 of each year as follows:

Plan	2017	2018	2019
HRA Family	\$3,000.00	\$2,800.00	\$2,600.00
HRA Single	\$1,500.00	\$1,400.00	\$1,300.00
HSA Family	\$2,000.00	\$2,000.00	\$2,000.00
HSA Single	\$1,000.00	\$1,000.00	\$1,000.00

Board of Trustees may offer additional HSA funding options by resolution which bargaining unit members may also participate in.

2a) Wellness Funding

The wellness funding is money each employee and each spouse can earn. If the employee is legally divorced but carries family coverage or single and carries family coverage, then the qualified wellness dollars will be doubled. Wellness funding must be completed by October each year or funds will not be available for use on January 1 of the following year.

3) Members will continue to pay 15% of health (medical and prescription) insurance.

4) Employee Insurance Waiver (Opt Out) - A fulltime Township employee eligible for health insurance may elect to waive (opt out) of this benefit if the employee's spouse has health insurance and prescription insurance available through the spouse's employer and the employee provides proof of such coverage.

The Township employee would be eligible to receive a payment equal to 25% of the monthly premium charged by the insurance company for medical insurance levels for which the employee would qualify, if the employees elected coverage under the Township health insurance.

The employee must also complete a Verification of Alternate Medical and Prescription Coverage Form annually. The employee must provide proof of the spouse's medical insurance by the 1st of each month. Monthly proof of insurance may be provided by evidence of a current payroll stub showing the deduction for the premium for health insurance or a verification from the spouse's employer on letterhead. Either form of proof must be provided to the Fiscal Office by the 1st of each month.

An employee may be reinstated to coverage under the Township insurance only through an IRS qualifying event or during the annual open enrollment period. Any HRA or HSA monies will be pro-rated for deposit into said account.

Only in the event of re-enrolling in the Township insurance plan during the funding year related to the bio-metric screening, would the employee/spouse be entitled to any wellness incentive.

Employees electing a waiver are still entitled to select dental and/or vision coverage with the Township. An employee percentage (%) premium will be deducted from the employee's paycheck

(providing current employees are required to pay a contribution to this coverage).

Employees selecting the waiver will receive their taxable incentive in the 2nd full pay period of each month.

5) Patient Protection and Affordable Care Act (PPACA) – The parties recognize that final rules and regulations under the Patient Protection and Affordable Care Act of 2010 could require changes in benefits and/or administration of the group coverage provided under this Article, the Township and Lodge agree to meet and discuss steps needed to implement the required changes.

Section 24.3 Legal Services Plan. The Township will continue to provide a prepaid legal service plan for all members, with the Township paying all premiums for coverage.

Section 24.4 Liability Coverage. Except as otherwise hereinafter provided, the Township shall continue to provide professional liability coverage at such level as is readily available at the premium cost as paid in calendar year 2008, at no cost to the members. Notwithstanding the foregoing, in the event applicable law, rule, or regulation requires the Township to reduce or change the type of its present liability coverage, then the Township shall provide professional liability coverage at such reduced amount or changed type at no cost to the members. Furthermore, the Township may, if permitted by applicable law, rule, or regulation, delete all or any portion of such coverage if the member is protected in a similar manner against loss, liability claims and suits resulting from actions undertaken within the scope of a member's employment as a constable for the Township.

Section 24.5 Change of Carriers. The Township retains the right to change insurance carriers or self-insure for all or any portion of the insurance coverage(s) provided by the Township, provided that the level of benefits remain the same or are better than provided prior to the change in carriers or the undertaking of self-insurance. The Township shall inform the Lodge prior to a change in carrier or undertaking self-insurance.

Section 24.6 Lack of Coverage. The failure of any insurance carrier(s) to provide any benefit and/or to carry 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.

Section 24.7 Availability of Group Coverage. Group coverage for insurance benefits shall be available to new members at such time as provided in the applicable insurance policies maintained by the Township.

ARTICLE 25 UNIFORMS AND EQUIPMENT

Section 25.1 Uniforms and Equipment. The Township shall furnish all “duty ready” uniforms and equipment required of members in the performance of their duties, with the exception of underclothing and socks without cost to members. The Township shall reimburse up to one

hundred and fifty dollars (\$150) for each pair of footwear purchased by members as required for their uniforms.

Section 25.2 Plain Clothes. All members permanently assigned to plain-clothes duties shall be reimbursed up to one thousand dollars (\$1000.00) clothing allowance upon assignment. A reimbursement up to three hundred seventy-five dollars (\$375.00) allowance shall be paid upon completion of each six-month service in plain-clothes duties beginning with the 18th month of service and every 6 months thereafter. Allowance shall not exceed seven hundred fifty dollars (\$750.00) in any one year. Officers being reassigned and having completed partial periods shall be reimbursed at one-twelfth of the yearly rate for each month of service completed in plain-clothes duties.

Section 25.3 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 or repaired by the Township at no cost to members, except where the damage was caused-by the member's negligence, in which case, the member shall be responsible for the repair and/or replacement of the item(s). This Section shall not apply to cruisers.

Section 25.4 Damaged Personal Property. Except to the extent caused by the member's negligence and except to the extent covered by insurance, a member shall be allowed to turn in personal property which is damaged in the line of duty and these items will be replaced by the Township at no cost to the member. This Section shall not apply to cruisers.

Section 25.5 Return of Uniforms and Equipment. Upon termination, members shall return to the Department in good condition, less normal wear, all uniforms and equipment issued or paid for by the Township.

ARTICLE 26 MISCELLANEOUS

Section 26.1 Work Rules. The Township agrees that to the extent practical 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 a Departmental work rule, regulation or directive is in violation of this Agreement, or has not been uniformly applied, shall be a proper subject for a grievance.

Section 26.2 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 or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the Township.

Section 26.3 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 Chair or Treasurer of a political candidate's campaign committee.

Section 26.4 Special Duty Work. Special duty is ordinarily reserved to members (Police Officers and Sergeants). All special duty will be posted and compensation rates shall be set as provided in Section 17.7. If special duty work has been posted for at least 72 hours (the current 72 hour rule) and has not been filled by the members, the Captain and Chief may be offered special duty work in non-supervisory positions at the prevailing special duty rate for Police Officers. If, after signing up for special duty work, a member is unable to fulfill the special duty work, the member may either trade with another member for the work or notify the Chief or the Captain who may work the assignment. When a trade occurs, the member who originally signed up for the special duty assignment must notify the Captain or the Chief of the trade and the new member who will be performing the special duty assignment.

Section 26.5 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, within a rank, in the Division. 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 within the division is broken, a member loses all previously accumulated seniority. Time spent while on suspension shall not be credited for purposes of seniority but shall not constitute a break in service.

Section 26.6 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.

Section 26.7 Agreement Copies. As soon, as is practical following the signing of this Agreement, the Lodge shall have printed thirty (30) copies of this Agreement. Twelve (12) copies shall be provided to the Township, and the remainder shall be provided to the Lodge for distribution to members. The Lodge shall be responsible for distributing copies to all members.

Section 26.8 Parking. The Township will reimburse members for reasonable and necessary parking expense incurred in the line of duty.

Section 26.9 Required Training. If members are required by the Chief to participate in a training program, the Township shall incur all of the reasonable and necessary costs of such training.

Section 26.10 Leave Donation. Directive 3.47 of the Madison Township Police Department, as dated May 1, 2002, will be in full force and effect during the term of this Agreement.

ARTICLE 27
EMPLOYEE ALCOHOL AND DRUG TESTING

27.1 Statement of Policy.

The Township and the Lodge recognize and agree that it is their mutual goal and pledge to maintain and assure safe and effective law enforcement for and service to the citizens of Madison Township by maintaining a drug and alcohol-free workplace.

27.2 Notice of Policy.

All members shall be provided a copy of this Article and all newly hired members will be provided with a copy of it on or about their initial date of hire. No member shall be tested before a copy of this Article is provided to him/her.

27.3 Definitions.

- (A) “Illegal Drugs” means controlled substances listed in 21 C.F.R. Part 1308 that are not being used under the supervision of a licensed physician.
- (B) “Abuse of Prescription Drugs” means (i) to intentionally use a prescribed drug contrary to the instructions of the licensed physician who prescribed it or the instructions that accompany the drug in the absence of physician’s instructions, (ii) to obtain prescription drugs under false pretenses, or (iii) to obtain multiple prescriptions for the same or similar drug without full disclosure to the prescribing physician.
- (C) “Misuse of Alcohol” means to consume ethyl, methyl, or isopropyl alcohol in violation of this Article.
- (D) “Reasonable Suspicion” means an articulated belief based on particularized information and observations and reasonable inferences from such particularized information and observations which would suggest that a member may be in violation of this policy.
- (E) “Refuse to Cooperate” means (i) to obstruct the specimen collection process, (ii) to attempt to or to tamper with the collection or testing process, (iii) to fail to provide breath, blood, hair fiber and/or urine specimens adequate for testing when directed to do so, without promptly establishing a medical basis for the failure to provide such specimens.
- (F) “Under the Influence of Alcohol” means an alcohol concentration of .04 or more.

27.4 Prohibitions.

Members shall be prohibited from:

- (A) Reporting to work or working under the influence of alcohol;
- (B) Consuming or possessing alcohol at any time while on duty, or anywhere on any Township premises or in any Township vehicles, except when authorized in the line of duty;
- (C) Possessing, using, selling, purchasing, manufacturing, dispensing or delivering any illegal drug at any time and at any place, except when authorized in the line of duty;
- (D) Abusing any prescription drug;
- (E) Failing to report immediately to their supervisor any duty-related restrictions imposed as a result of prescription or over-the-counter medications they are taking.

27.5 Drug and Alcohol Testing Permitted.

- (A) Reasonable Suspicion. Where the Township has reasonable suspicion to believe that: (a) a member is being affected by the use of alcohol, or consuming or possessing alcohol in violation of this Article (i.e., not in the line of duty); or (b) is abusing prescription drugs; or (c) is possessing (not in the line of duty) or using illegal drugs, the Township shall have the right to require the member to submit to alcohol and drug testing as set forth in this Article. Members shall not be subjected to random medical testing involving blood or urine analysis or other similar or related tests for purpose of discovering possible drug or alcohol abuse, except as specifically provided for in this Article.
- (B) Random Testing. During the workday, all members are subject to random testing for drugs and alcohol as identified on the respective randomly selected lists. The annual number of such random tests shall not exceed 33% (rounded down to the nearest whole number) of the number of members covered by this Contract as of January 1 of any given year. Such tests shall be spread reasonably throughout the year. The Township shall contract with an outside contractor who shall select members for random testing using a scientifically valid method and lists of members supplied by the Township each month. Members notified of their selection for random testing shall proceed immediately to the collection site. Members who are on leave, vacation, or already absent at the time of their selection will be excused but remain subject to future random testing.
- (C) Pre-Employment Testing. Nothing in this Contract shall limit the right of the Township to conduct any tests it may deem appropriate for persons seeking employment prior to their date of hire. The parties agree that the Lodge has no role or responsibility with regard to any such pre-employment testing.

27.6 Order to Submit to Testing.

A member's refusal or failure, when ordered, to submit within the time limits provided hereinafter to a test permitted by this Article shall subject the member to discipline. By taking a test under this Article, however, a member shall not be construed as waiving any objection or rights that he or she may possess. Within seventy-two (72) hours of the time the member is ordered to submit to reasonable suspicion testing, the Township shall provide the member with a written notice setting forth the information and observations which form the basis of the order to test.

27.7 Test to be Conducted.

In conducting the testing authorized by this Contract, the Township shall comply with the following:

- (A) The vendor selected to perform drug tests shall be federally certified to do drug testing and shall be mutually agreed to by the Lodge and Township. Personnel employed by the lab shall be certified as required by federal certification requirements. The facility collecting and testing breath specimens shall hold all legally necessary licenses.
- (B) Collection of samples shall be conducted in a manner which is consistent with HHS guidelines. Strict chain of custody procedures which are consistent with the United State Department of Health and Human Services (HHS) guidelines must be followed for all samples. The Lodge and the Township agree that the security of the specimens is absolutely necessary. Therefore, the Township agrees that if the chain of custody of a sample is broken in any way, any positive test shall be invalid and may not be used for any purpose.
- (C) Urine specimens shall be collected in private, except in the circumstances described in 49 C.F.R. §40.25(e)(2)(i, ii, iii), as follows:

Privacy. (1) Procedures for collecting urine specimens shall allow individual privacy unless there is a reason to believe that a particular individual may alter or substitute the specimen to be provided, as further described in this paragraph.

(2) For purposes of this part, the following circumstances are the exclusive grounds constituting a reason to believe that the individual may alter or substitute the specimen.

- (i) The employee has presented a urine specimen that falls outside the normal temperature range (32°-38°C/90°-100°F), and
 - (a) The employee declines to provide a measurement of

oral body temperature, as provided in paragraph (f)(14) of the part; or

- (b) Oral body temperature varies by more than 1°C/1.8°F from the temperature of the specimen;
 - (ii) The last urine specimen provided by the employee (i.e., on a previous occasion) was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2g/L;
 - (iii) The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (e.g., substitute urine in plain view, blue dye in specimen presented, etc.).
- (D) A split urine sample shall be collected in all cases of drug testing for an independent analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to HHS guidelines.
- (E) Members have the right for a Lodge representative to be present during the collection of samples (and any pre-collection interviews of members intended to determine whether reasonable suspicion exists), but the exercise of such right shall not unreasonably delay the collection of the sample. Prior to going to the collection site, the Lodge Representative shall notify the Drug and Alcohol Coordinator at his/her office or by pager. For alcohol tests, “unreasonable delay” means one (1) hour or more; for drug tests, “unreasonable delay” means two (2) hours. Prior to submitting a specimen, the member will be asked to sign a consent-refusal form and will not be subject to discipline for refusing to sign such a form unless such refusal would preclude the completion of the testing process; provided, a member’s refusal to consent is not a waiver of any objection to the test the member would otherwise have. The Lodge may indicate to the Township’s Drug and Alcohol Coordinator at the beginning of any month that it would like to observe random tests. Once notified, the Township will give the Lodge at least one (1) notice prior to the commencement of any random tests conducted that month. The Lodge may have one of its full-time release members attend the tests as scheduled provided there is no interference with such tests. Additionally, the Township will provide the Lodge with any invoices for testing upon written request by the Lodge to the Township’s Drug and Alcohol Coordinator.
- (F) The Township’s drug testing lab will confirm any urine sample that tests positive in initial screening for drugs by testing a portion of the same sample by gas chromatography/mass spectrometry (GC/MS). All positive confirmed samples and related paperwork must be retained by the testing lab for at least twelve (12) months or (provided written notice is given the lab by the Township or Lodge, before the expiration of the 12-month period), for the duration of any grievance, disciplinary

action or legal proceeding, whichever is longer.

- (G) The Township will provide members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory or hospital facility that is an HHS certified facility of the member's choosing, at the member's own expense, providing the member notifies the Medical Review Physician within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Contract.
- (H) The Township will require that its drug testing lab and breath testing facility report that a specimen is positive only if both the initial screening and confirmation test are positive. Drug tests results shall be evaluated by the Medical Review Physician in a manner to ensure that a member's legal drug use and diet are properly taken into account when evaluating the test results. For the purpose of this Article, a positive drug test result means the presence of drugs and/or their metabolites in a member that equals or exceeds the levels set forth in Section 27.8 below.

The parties agree that should any information concerning such testing or the results thereof be obtained by the Township inconsistent with the understandings expressed herein, the Township shall return such information without copying and will not use such information in any manner or form adverse to the member's interests.

- (I) With regard to alcohol testing, tests shall be performed by an individual(s) selected by the Township and Lodge and certified under Federal standards. An initial positive alcohol level of .04 grams per 210L. of breath shall be considered positive for purposes of authorizing the conduct of the confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the testing expunged from the member's personnel file. Only members with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .04 grams per 210L of breath. If confirmatory breath testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the member's personnel file.
- (J) Provide each member tested with a copy of all information and reports received by the Township in connection with the testing and the results upon request.
- (K) Ensure that no member is the subject of any adverse employment action because of the test except emergency temporary assignments or relief of duty with pay during the pendency of any testing procedure.

27.8 Drug Testing Standards (HHS Standards).

- (A) **Screening Test Standards.** The standards used for testing for drugs shall be the HHS standards listed in Appendix A of this Agreement.

- (B) **Medical Review Physician (“MRP”).** The Medical Review Physician (MRP) shall be an employee of the vendor selected through the process as outlined in Section 27.7(A) of this Contract, to provide the collection and analysis of drug testing samples. The MRP must be a licensed physician who is familiar with the characteristics of the tests used (sensitivity, specificity, and predictive value) and the facilities running the tests. The role of the MRP will be to review and interpret positive drug test results and endeavor to notify the member by telephone or in person of any positive test results. He/she shall examine alternate medical explanations for any positive test results. This may include conducting a medical interview with the affected member, review of the member’s medical history, review of the member’s assignment, review of the chain of custody and review of any other relevant biomedical factors. The MRP must review all medical records made available by the testing member when a confirmed positive test could have resulted from legally prescribed medication. A member shall be expected to cooperate promptly with the MRP. After full review, the MRP may conclude that a positive test is negative based upon the existence of alternative reasons for the level of concentration of drugs and/or alcohol. If such conclusion is made, the MRP shall not provide any test results to the Township and shall report the test results as negative. The MRP may verify a test a positive without interviewing the affected member if more than ten (10) days elapse after the MRP first attempts to telephone the member. The MRP will protect the confidentiality of information sent to him/her to the maximum extent of the law, and will make disclosures only to the member regarding the member’s own test results, and will make disclosure only of positive test results to authorized representatives of the Lodge and Township expect that the MRP, in tests administered for reasonable suspicion, shall inform the employee of any prescription drugs the employee may have taken that would contribute toward the appearance of impairment and advise the employee to notify his/her supervisor of the use of such prescription drugs.

27.9 Disciplinary Action.

The Township will not discharge a member who tests positive a first time or self reports the use of an illegal drug (unless the member tests positive for use of a controlled substance, the use or possession of which in any amount would constitute a felony), provided the member fulfills the obligations set forth in (A) through (F) below. A member who tests positive for the first time for alcohol at a level in the range of .04 to .07 and who cooperates in fulfilling the obligations set forth in (A) through (F) below may be disciplined up to a written reprimand. A member who tests positive for alcohol at a level in the range of .04 to .07 for a second time or who tests positive the first time for alcohol above this range or who tests positive for any other prohibited substance for the first time and who cooperates in fulfilling the obligations set forth in (A) through (F) below

may be suspended. The length of such suspension shall be determined on a case-by-case basis, but shall not exceed twenty-four (24) duty hours. This limitation on discipline shall not limit the Township in imposing discipline up to and including termination, for gross misconduct that may be coincident with a member's improper drug or alcohol use. A member who tests positive the first time (or a second time for alcohol in the range of .04 to .07) must do the following in order to take advantage of the foregoing limitation on discipline:

- (A) Cooperate in an evaluation for chemical dependency by an individual qualified under 49 C.F.R. Part 382 to be a Substance Abuse Professional and provide the Township with a copy of the evaluation;
- (B) Successfully complete all counseling, treatment or after-care (of up to 12 months) recommended by the Substance Abuse Professional;
- (C) Discontinue (and not resume) the use of illegal drugs and misuse of alcohol;
- (D) Agree to authorize all persons involved in evaluating, counseling, diagnosing and treating the member, to disclose to the personnel specified in Section 27.13, the member's evaluation, progress, cooperation, drug and alcohol use and successful completion or non-completion of counseling and treatment, and any threat to property or safety involved in the member performing job duties or returning to active duty;
- (E) Agree to a return to duty test (which must be negative before the member will be released to return to his/her regular assignment) and submit to follow-up testing, at time determined by the Township, up to seven (7) times in a twenty-four (24) month period for violations involving illegal drugs and up to three (3) times in a twelve (12) month period for violations involving alcohol (said 24- or 12-month periods beginning after the member's completion of counseling, treatment and/or aftercare); and
- (F) Agree that during or after this follow-up testing period in (E) above, if the member tests positive again or otherwise violates this Article, the member may properly be terminated. Members who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline, up to and including discharge.

Members who test positive more than once may be discharged (except for a second positive test for alcohol in the range of .04 to .7, where the maximum discipline is a suspension as provided above). Members who refuse to cooperate in a permitted test may be discharged.

27.10 Right of Appeal.

The member has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other employer action under the terms of this Contract is grievable. Any evidenced concerning test results that is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the

member.

27.11 Voluntary Request for Assistance.

A member may voluntarily enter rehabilitation without a requirement of prior testing. A member who desires Employee Assistance Program (EAP) assistance may notify the Township's EAP Administrator. A member who seeks voluntary assistance through his/her own service provider without notifying the Township's EAP Administrator will not receive the protections from discipline afforded by this Section . Any member who does voluntarily seek assistance and who notifies the Township's EAP Administrator before the member is asked to submit to a drug or alcohol test or is under investigation for drug or alcohol abuse, shall not be disciplined, but the member must:

- (A) Agree to cooperate in and successfully complete appropriate treatment as determined by the Substance Abuse Professional(s) or physician(s) involved;
- (B) Discontinue use of illegal drugs or misuse of alcohol;
- (C) Agree to authorize persons involved in counseling, diagnosing and treating the member to disclose to the Township's EAP as specified in Section 27.13, the member's progress, cooperation, drug and alcohol use, completion or non-completion of counseling and treatment and any threat to property or safety perceived in connection with the member's continued performance of his/her job duties;
- (D) Complete an course of counseling or treatment prescribed, including an "after-care" group for a period of up to twelve (12) months; and
- (E) Agree to submit to random testing during treatment and up to three (3) times during the twelve (12) month period following the completion of counseling, treatment and/or after-care. Members who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline, up to and including discharge.

27.12 Treatment/Rehabilitation Costs.

Treatment and rehabilitation costs arising out of the member's use of such services shall be paid for by the member's insurance program, subject to any deductible, copayment and policy limits under the member's insurance program. Members will be allowed to use their accrued and earned leave (vacation, sick leave, or comp time) or take an unpaid leave of absence for the necessary time off involved in a rehabilitation program. Other than as specified in this Section or required by law, the Township shall have no obligation to pay for or insure treatment or rehabilitation.

27.13 Employee Assistance Program.

The Township shall provide an Employee Assistance Program (EAP). Voluntary requests for assistance with drug and/or alcohol problems shall be held strictly confidential by the EAP to the extent required by law and the terms of this Article 27. The EAP Administrator and EAP staff assigned to a member's case shall be the only persons informed of any such request or any treatment that may be given and they shall hold such information strictly confidential to the extent required by law, except for oral notice to the Township's Drug and Alcohol Coordinator, and the Police Chief or designee to the extent required to assure the safety of the member and public and to apprise the Division of Police of the member's non-compliance with the requirements of Section 27.11(A)(D). All such information shall also be available to the Lodge's officer(s) to whom disclosure is specifically authorized if the member authorizes such disclosure, in writing. Such information shall also be available to the Township in connection with a disciplinary matter arising out of a positive test result or discipline for failure to fulfill obligations under Section 27.11. A member voluntarily seeking assistance shall not be disciplined under this Article for seeking such assistance (except for failure to fulfill obligations under Section 27.11 of this Contract).

27.14 Duty Assignments After Treatment.

Once a member successfully completes rehabilitation, he/she shall be returned to his/her regular duty assignment, provided (1) the member is then in compliance with Section 27.9 or 27.11, whichever applies, and (2) a member may not be returned to an assignment within five (5) years which poses an unusually high risk of exposure to a controlled substance or alcohol for which they have been treated (e.g., vice, narcotics).

27.15 Records Retention and Use.

Records of a positive drug or alcohol test or refusal to submit to such test as provided in this Article 27 shall be maintained for a period of six (6) years from the date of the incident which gave rise to the positive test or refusal, so long as there is no subsequent positive test, refusal to submit to a test or failure to comply with rehabilitation program requirements referenced in Section 27.9. All such records shall not be utilized for any purpose after four (4) years from the date of the incident which gave rise to the positive test or refusal, so long as there is no subsequent positive test, refusal to submit to a test or failure to comply with rehabilitation program requirements referenced in Section 27.9.

27.16 Changes in Testing Procedures.

The parties recognize that during the life of this Contract, there may be improvements in the technology of testing procedure that provide more accurate testing. In that event, the parties will discuss and agree to any such improvements in the Labor Management Comm. meetings. If the parties are unable to agree, the procedure shall remain unchanged.

27.17 Conflict with Other Laws.

The Article is in no way intended to supersede or waive any constitutional rights that the member may be entitled to under the Federal or State constitutions. Any action taken pursuant to this Article 27, including any positive test results, shall not be used as evidence or otherwise in any criminal proceeding against the member.

ARTICLE 28 INTERNAL INVESTIGATIONS

Section 28.1 Scope The provisions of this Article shall be followed whenever a Member is suspected of, or a witness to, an action or inaction which could result in disciplinary action or criminal charges being filed against any Member.

Section 28.2 Notification At the time any Member is notified that he or she is the subject of an investigation, the Member shall be given at least twenty-four (24) hours' notice prior to any interview to contact the Lodge for the purpose of representation. In the event of a Member involved shooting, or use of physical force by a Member resulting in serious physical injury or death, the Chief may order an immediate investigation to determine compliance with departmental procedures. However, no information obtained during such investigation shall be used for any purpose to the detriment of the Member.

Section 28.3 Information Provided At the time the Member is informed that the Member is the subject of an investigation, the Member shall be informed of the nature of the investigation (whether disciplinary or criminal) and shall be provided written notice of the name of the complaining party, and the factual allegations known at that time made against the Member, including a copy of the written complaint against the Member and/or a written summary of anonymous allegations. The Member shall also be provided a copy of any statement given by the witness interviewed in the investigation. Upon request, the Township shall provide the member (as required by Section 149.43 of the Ohio Revised Code) a copy of all documents and records in the possession of the Township that relate to the investigation prior to the interview.

Section 28.4 Member Records Upon request, the Member shall be given brief time prior to or during any questioning to locate and review any written or electronic documents the Member possesses regarding the event(s) being investigated in order to be fully prepared to accurately and completely respond to the questioning. The investigating officer may accompany the Member during the Member's brief search and review of such documents.

Section 28.5 Criminal Charges In advance of any questions, a Member who is to be questioned as a suspect in an investigation that may be used in any criminal proceeding shall be advised of the Member's constitutional rights in accordance with the law.

Section 28.6 Conduct of Interview Any interviewing of a Member will be conducted at hours reasonably related to the Member's shift, preferably during the Member's working hours. Interview sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for attendance to physical necessities.

Section 28.7 Refusal to Answer Questions Before a Member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the Member shall be advised that such conduct, if continued, may be made the basis for such a charge. No Member shall be charged with insubordination where such refusal is based on the Member's exercise of the rights afforded the Member in regard to a criminal investigation. However, if a Member is provided "Garrity Rights", and is informed by the Investigating Officer that the Member's responses to questions will not result in any criminal proceeding against the Member, and the Member is ordered to answer the questions, a Member's refusal to answer questions or refusal to participate in the investigation may form the basis for a charge of insubordination.

Section 28.8 Coercion Any evidence or testimony obtained in the course of an internal investigation through the use of administrative pressures, threats, coercion, or promises shall not be admissible in any subsequent criminal action or disciplinary proceeding. However, notification to a Member that potential disciplinary action could result if the Member continues to refuse to answer questions or participate in an investigation shall not be construed as administrative pressures, threats, coercion or promises.

Section 28.9 Application to Other Members When a Member is to be interviewed in an investigation of any other Member, such interview shall be conducted in accordance with the procedures established herein, and the Member shall be accorded all rights given to the Member subject to investigation.

Section 28.10 Complaints When any anonymous complaint is made against a Member and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and the accused member shall not be required to respond. Also, when any complaint is filed more than thirty (30) calendar days after the date of the alleged event complained of, and where the complaint, if true, could not lead to a criminal charge of any type, such complaint shall be classified as unfounded and the accused Member shall not be required to respond; but the Member shall be notified orally or in writing of such claim. If in the course of an investigation the complaining party is unable to be contacted, or refuses to be interviewed and/or assist in the investigation within sixty (60) days of filing the complaint, the complaint shall be classified as unfounded.

Section 28.11 Access to Investigation Documents Upon the conclusion of the investigation, but the least five (5) calendar days prior to the Trustee's hearing, the Member under investigation shall be provided access to all investigation documents, including transcripts, records, written statements, videotapes and audiotapes. This access shall also be provided to the Member's Lodge Representative or Lodge Attorney. These documents shall be provided at no cost to the Member.

Section 28.12 Transcripts When a Member is interviewed in an internal investigation, such interview shall be tape-recorded by the Township. Tapes of interviews will be made only by the Township and, if a transcript is made, it will be provided at no cost to the Member, upon the request of the Member or Member's Lodge Representative or Lodge Attorney. If desired, the Member, or the Member's Lodge Representative or Lodge Attorney will be afforded the

opportunity upon written request, directly to the Chief or designee, to listen to and make personal notes or verify the accuracy of a transcript regarding a tape made of any interview.

Section 28.13 Supervisory Responsibility All Complaints against a Police Officer or Sergeant will be under the direction of the Chief of Police or Designee who will assign a supervisor to conduct and/or assist in the investigation.

If the investigating supervisor is involved in the incident complained of, then the Chief shall assign a supervisor of a rank higher than the Member under investigation to conduct the investigation.

Once the investigation is concluded, an investigation report shall be submitted, with recommendations for disposition, to the Chief through the chain of the command of the Member under investigation.

The Chief of Police or Designee retains the right to have an internal investigation conducted by an independent party outside of the department. If the Chief of Police or Designee decides to utilize an outside investigator, he/she will provide written notice to the Lodge regarding selection of the outside investigator and the investigator's information.

Section 28.14 Polygraph 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 for 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 advanced 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.

Section 28.15 Grievance If any of these procedures are violated, such violation shall be subject to the Grievance Procedure beginning at Step Three.

Section 28.16 Investigation Status A Member subject to investigation shall, upon request, be advised at reasonable intervals, either that the matter is still under investigation or that the investigation has been concluded, and shall be advised of the conclusion and finding of such investigation.

**ARTICLE 29
DURATION OF AGREEMENT**

Section 29.1 Duration. The term of this Agreement shall be for a period of three (3) years, May 1, 2017 and terminating at midnight April 30, 2020. The parties agree wages will only be paid to current bargaining unit members employed with the Township on the date this Agreement is approved by the Board of Trustees.

Section 29.2 Successor Negotiations. The provisions of Section 4117.14 of the Ohio Revised Code shall apply to successor negotiations. The terms of this Agreement shall remain in full force and effect pending implementation of a successor Agreement.

Section 29.3 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.

Section 29.4 Complete Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Accordingly, the Township and the Lodge, for the term of this agreement each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or otherwise encompassed by this Agreement.

SIGNATURES

IN TESTIMONY WHEREOF, the parties hereto have caused duplicate counterparts hereof to be duly executed and delivered on or as of the _____ day of _____ 2015.

**Madison Township
Franklin County, Ohio**

**Fraternal Order of Police
Capital City Lodge #9**

Susan Brobst, Township Administrator

Jason Pappas, Lodge President

Edward Dildine, Trustee

Jeff Simpson, Lodge Liaison

Victor Paini, Trustee

Brian Schwotzer, FOP Team Member

SIGNATURES

IN TESTIMONY WHEREOF, the parties hereto have caused duplicate counterparts hereof to be duly executed and delivered on or as of the 17 day of May 2017.

Madison Township

Franklin County, Ohio



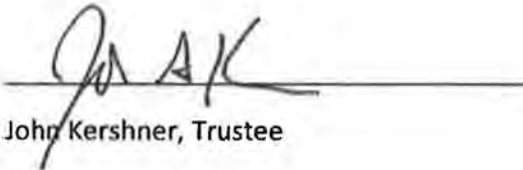
Susan Brobst, Township Administrator



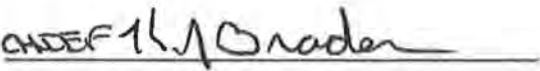
Edward Dildine, Trustee



Victor Paini, Trustee



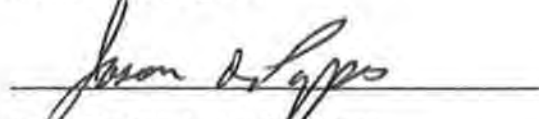
John Kershner, Trustee



Ken Braden, Chief of Police

Fraternal Order of Police

Capital City Lodge #9



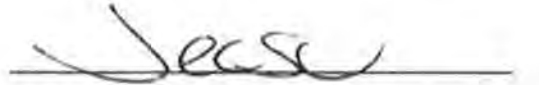
Jason Pappas, Lodge President



Jeff Simpson, Lodge Liaison



Brian Schwotzer, FOP Team Member



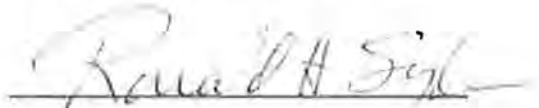
Jacob Short, FOP Team Member



Nate Schiffel, FOP Team Member



Don Skinner, FOP Team Member



Ronald H. Snyder, Lodge Attorney