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AGREEMENT

BETWEEN

BOARDMAN TOWNSHIP

AND THE

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA)
PATROL OFFICERS**

**January 1, 2024
to
December 31, 2026**

SERB Case Number: 2023-10-0900

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ARTICLE 1 AGREEMENT

Section 1. Agreement. This agreement is made by and between the Township of Boardman, hereinafter referred to as the "Township" or "Employer," and the Ohio Patrolmen's Benevolent Association (OPBA), representing those officers who have the rank of Patrolman, hereinafter referred to as the "Association" and/or "Union." This agreement is intended to formalize the articles approved by the Negotiating Committees of the Township and the Association. The negotiation committee shall be composed solely of duly elected members of the bargaining unit and the OPBA.

Section 2. Purpose. This agreement is made for the purpose of promoting cooperation and harmonious relations between the Township and its police employees.

Section 3. Legal References. Should any part of this agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this agreement by any such tribunal, such invalidation or restraint shall not invalidate or affect 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 such invalidation or restraint of any portion or all of these negotiations shall not be required if the invalidation occurs in the last eighteen (18) months of the contract.

ARTICLE 2 RECOGNITION

Section 1. Recognition. The Township hereby recognizes the Ohio Patrolmen's Benevolent Association (OPBA) as the sole and exclusive bargaining agent of all sworn police officers employed by the Township of the rank of patrolman for the purpose of collective bargaining about any and all matters related to wages, hours and working conditions.

Section 2. Inclusion. The bargaining unit shall include all sworn police employees of the rank of patrolman.

ARTICLE 3 DUES DEDUCTION/FAIR SHARE FEES

Section 1. Union Membership. All employees in the bargaining unit shall be eligible to become members of the Union and to retain such membership.

Section 2. Dues Deduction. The Township, pursuant to law, will deduct monthly dues, assessments, and initiation fees as designated by the treasurer of the Union. This is to include uniformly required membership dues and assessments of the Union. Deductions are to be made on the basis of individually signed authorization check-off cards unless otherwise provided by law. The Township will deduct back Union dues upon obtaining an employee signature on an authorization card specifically for this purpose, and the deductions shall be transmitted to the Association no later than ten (10) days following the end of the first pay period of each month.

Section 3. Indemnification. The Union shall defend and indemnify the Employer against any and all claims or demands against it arising out of these deductions.

Section 4. Fair Share Fees. In recognition of the Association's services as the bargaining representative, all employees of the bargaining unit not electing membership shall share in the financial support of the Association by paying to the Association a fair share fee. The assessment and collection of all fair share fees, including but not limited to automatic payroll deductions, shall be in accordance with the Ohio Revised Code Section 4117.09(C). The deductions shall be transmitted to the Association no later than ten (10) days following the end of the first pay period of each month.

Section 5. Fair Share Fee Deduction Procedure. Sixty (60) days after the commencement of employment, employees not electing to hold membership in the Union will as a condition of employment pay the Union a fair share fee. The Union warrants to the Employer that it shall administer its fair share fee rebate procedure in accordance with state and federal law. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1. Management Rights. Except to the extent otherwise limited or modified by this Agreement, the Township retains the right and responsibility:

- A. To direct the work of police officers.
- B. To determine the mission of the police department and the personnel, methods, means and procedures necessary to most efficiently fulfill that mission.
- C. To determine the size and composition of the work force.
- D. To suspend, demote, discipline or discharge officers for just cause.
- E. To take actions as may be necessary to carry out the mission of the police department in emergencies.
- F. To hire, schedule, transfer and assign officers in accordance with law and the provisions of this Agreement.
- G. To recruit, select and determine the qualifications and characteristics of new officers.
- H. To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient governmental operations.
- I. To train or retrain officers as provided, however, that the Chief of Police will confer with a committee designated by the Association comprised of no more than two (2) bargaining

unit members in formulating training and retraining policies; and,

- J. To do all other things which the Township Trustees deem necessary and proper in the operation and management of the police department.

ARTICLE 5 MID-TERM BARGAINING

Section 1. Waiver. To the extent that the parties have negotiated and reached agreement over an issue, no changes in this Agreement shall be negotiated during the duration of this Agreement unless there is a written accord by and between the parties hereto to do so. The written accord shall contain a list of those matters to be subject of such negotiations. Any negotiated changes to be effective and incorporated in this Agreement must be in writing and signed by the parties.

Section 2. Mid-Term Bargaining. If the Employer is contemplating any changes that would affect conditions of employment for bargaining unit members not otherwise provided for in this Agreement, then the Employer, prior to making such change, shall inform the Union of the proposed change and negotiate with the Union over such action. In the event that the parties are unable to reach agreement, the Employer may implement and the Union shall have the ability to grieve the reasonableness of the Employer's decision.

ARTICLE 6 APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES AND DIRECTIVES

Section 1. The Association recognizes that the Township, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, to regulate the personal conduct of employees while at work, and the conduct of the Township's services and programs.

Section 2. The Township agrees that to the extent any work rules have been or will become reduced to writing, every member shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished directly to each bargaining unit member. Should any work rules conflict with law or with the specific provisions of this Agreement, such rules shall be invalidated to the extent of this conflict.

Section 3. It is the Township's intention that work rules, policies and directives are to be interpreted and applied uniformly to all employees under similar circumstances. Any member against whom such rules, policies and directives enforced may challenge their uniformity of application or interpretation as to him/her.

Section 4. The Township shall furnish all members of the Association with a copy of its existing work rules, as soon as available, and a copy of this Agreement. Failure to provide a copy of such rules will deem disciplinary action for the violation of any of the rules null and void, until such

time that the members are furnished with a written copy of said rules. Electronic and/or computerized distribution of short-term work rules and/or regulations, accompanied by a general posting, shall satisfy the distribution requirement of this section.

Section 5. All new members for the duration of this Agreement shall be supplied with a personal copy of all work rules, policies, and directives.

Section 6. The Township may permit participation by the Association in the preparation and promulgation of the work rules and procedures governing the Department.

ARTICLE 7 NON-DISCRIMINATION

Section 1. Non-Discrimination. Neither the Township, its agents, agencies, or officials, nor the Association or its agents or officers, will unlawfully discriminate against any police officer on the basis of age, sex, marital status, race, color, religion, national origin, veteran's status, military status, or genetic information, political affiliation or handicap as provided under state or federal law, with regard to the administration of this collective bargaining agreement or for the purpose of evading the spirit of this Agreement.

Section 2. The Township agrees not to interfere with the desire of any sworn police officer to become or remain a member of the Association.

Section 3. All references in this Agreement to the male gender shall be construed to be equally applicable to females.

ARTICLE 8 NO STRIKE-NO LOCKOUT

Section 1. No Strike. The Association agrees that neither it, its officers, agents, nor representatives will authorize, instigate, cause, aid, condone or participate in any strike or work stoppage by its members for the duration of this Agreement. The Trustees understand that this no strike commitment by the Association shall not apply to any item which is contractually subject to negotiation by the parties during the contract term, and that the no strike provision is not an expressed or implied acquiescence by the Trustees that police officers have the right to strike under Ohio law.

Section 2. No Lockout. The Township agrees that neither it, its Trustees, officers, agents, nor representatives will authorize, instigate, cause, aid, condone, or participate in any lockout of bargaining unit members.

ARTICLE 9 MEETINGS

Section 1. Meetings. The Township Trustees or the Township Administrator (at the instance of the Trustees) and/or the Chief of Police will meet as often as the parties deem necessary.

Section 2. The Township agrees to make a good faith effort to keep the Association informed of all matters having an effect upon the employment relations and/or working conditions of employees in the bargaining unit.

Section 3. Duly elected Association delegates or alternates to the annual conventions, Presidents Conferences, and/or Executive Board meetings of the Association, who are in the bargaining unit, shall be granted time off without pay for the purpose of participating in such conventions.

The Township agrees to provide the Co-Directors of the Association time off with pay for a period of four (4) days per year in total, to attend recognized seminars, meeting, and conventions of the Association.

The Association shall give the Township reasonable advance notice of the dates needed off for the conventions.

ARTICLE 10 REDUCTION IN FORCE & RECALL

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the Boardman Township Municipal Civil Service Commission governing work force reductions.

Section 2. Notice. Whenever the Employer determines that a lack of work, lack of funds, or reorganization in the operations of the Employer requires a reduction in force (i.e., layoff or job abolishment), the Employer shall notify the affected employee(s) in writing at least thirty (30) calendar days prior to the date of the reduction. Upon the request of the OPBA or Association, the Township agrees to discuss, with representatives of the OPBA or Association, the impact of the layoff on bargaining unit employees.

Section 3. Procedure. Whenever the Employer determines that a lack of work or lack of funds exists or that a reorganization in the operations of the Employer is necessary, a reduction in force (i.e., layoff or job abolishment) may occur. If initiated, the bargaining unit member with the least departmental seniority within the affected classification/rank shall be the first to be laid off. Departmental seniority is calculated in accordance with Article 15, Section 1, Seniority. Notwithstanding any other provision of this contract, all part-time police officers shall be laid off prior to a reduction of any full-time police officer.

Section 4. Bumping Rights. Provided that such is provided for in the Boardman OPBA Rank Contract, an officer residing in a higher classification/rank within the Boardman Township Police Department, who is subject to reduction, may utilize his departmental seniority, if possible, to displace the unit member with a lesser amount of departmental seniority residing in a lower classification/rank.

Section 5. Recall Rights. Members on layoff shall remain on a layoff list for three (3) years, and the Township shall recall from that list in the reverse order in which members were laid off, before hiring anyone else in the classification from which members are on layoff. Employees shall be given fourteen (14) calendar days advance notice of recall, and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall shall lose all seniority and recall rights.

Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is any dispute between a police officer and the Township or its duly authorized representative not amenable to appeal by the employee to the Civil Service Commission, involving the interpretation or application of this Collective Bargaining Agreement. Disputes arising in contract negotiations, including resolution of wage packages, are not grievances subject to the arbitration provision.

A grievance may be started by the employee or the Association representative starting at Step One, or by the Association starting at Step Two. Grievances must be started within seven (7) days of when the grievant knew or reasonably should have known of the occurrence that initiated the dispute. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Township prior to the filing or starting of the grievance. In the event the Township believes itself aggrieved because of any matter in connection with this Agreement, or because of failure of members of the Union to comply with the terms of this Agreement, it shall, through its authorized representatives, reduce its complaint or grievance to writing and present it to the Union's designated representative. Thereafter, the Township shall follow the procedures for advancing the grievance and will commence to Step Three. The parties believe that it is in the best interest of all concerned to resolve day-to-day problems as quickly as possible, in accordance with established procedures and the applicable provisions of the collective bargaining agreement.

Section 2. Step One. If a police officer has a dispute with the Township, he may elect to discuss said matter with his immediate supervisor. The supervisor shall respond to the police officer within seven (7) days from the date that the supervisor was made aware of the grievance.

Section 3. Step Two. If a police officer is not satisfied with the response of the supervisor given at Step One, the police officer or the Association may submit the grievance in writing to the Chief of Police, or his designated representative, within seven (7) days of the date of receipt of the supervisor's response in Step 1.

When the Chief of Police receives the grievance, the Chief or his authorized designee shall arrange a meeting with the grievant and the Association within seven (7) calendar days to discuss

the grievance. The Chief shall render his decision in response to the grievance no later than seven (7) days after the above prescribed meeting. This decision must be in writing and signed by the Chief of Police or his authorized representative.

If the police officer or the Association is not satisfied with the decision of the Chief of Police or his authorized representative, within seven (7) calendar days the grievant or the Association may then process the grievance to the Township Trustees.

Section 4. Step Three. Within twenty (20) calendar days from receipt of the grievance, the Trustees/designee shall either grant the remedy requested by the employee, deny the grievance, or the Trustees/designee shall hold a hearing to evaluate and decide the grievance. This hearing shall be attended by the grievant and/or representative of the Association, the Chief of Police or his authorized representative, and any other person so designated by the Trustees. Within seven (7) calendar days of this hearing, the Trustees shall make a decision in writing and transmit a copy of same to the Association and the affected police officer.

Section 5. Arbitration. Within thirty (30) calendar days from the receipt of the decision of the Trustees/designee, the Union may appeal said decision to arbitration by notifying the Trustees/designee in writing. If the parties are unable to mutually agree to an arbitrator, the Union may make a joint request for a panel of fifteen (15) names of Ohio domiciled arbitrators from AAA or FMCS. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the AAA or FMCS. Each party may reject up to two (2) lists in their entirety and upon doing so shall request another list.

The arbitrator shall conduct a hearing on the grievance within sixty (60) days after he is selected as arbitrator. The hearing shall be in Boardman, Ohio. The hearing shall be attended by the Trustees or their representatives, the Association and its representatives, and the grievant. Attendance of the parties at any meeting or arbitration may be waived by the arbitrator, if requested in writing, and approved by the adverse party. The waiver of attendance request shall be made part of the record.

If the question of the arbitrability of the issue is raised, the arbitrator shall rule first on this question. If the arbitrator rules that the grievance is arbitrable, he then shall proceed to conduct a hearing on the merits. The arbitrator shall make his written decision on the grievance within thirty (30) days after conclusion of the arbitration hearing process.

The arbitrator's fees and other expenses shall be borne equally by the Township and the Association, except the cost associated with the appearance of the witnesses, attorneys, the production of documents, or other fees, whether they be for consultants or otherwise, shall be borne solely by the party which calls the witnesses or employs the attorneys or consultants. The arbitrator's decision shall be binding on the Township, the Association, and the grievant.

Section 6. Time Limits and Forfeitures. If the grievant fails to advance his grievance to the next step within the times limitations provided in this article, the decision by the Township's

representatives at the previous step shall then be conclusive. If the Township, through its representatives and agents, fails to hold a meeting, hearing or file a decision within the time limits provided herein, the remedy sought by the grievant shall be awarded immediately. Grievances resolved for the reason that either party failed to act within the prescribed time limitations shall not be considered precedents.

In all steps of the above grievance procedure the grievant shall be required to prepare the copies of the grievance and the Township shall be required to receipt said copies of the grievance and present said receipted copies to the Association or the grievant.

The grievant may, at any time, withdraw his grievance. Time limits may be extended at any time by mutual agreement of all parties. All references in this article to "days" and/or "calendar days" shall mean "business days," which shall be interpreted to exclude Saturdays, Sundays, and holidays.

ARTICLE 12 HEALTH AND SAFETY

Section 1. The Township agrees to furnish and to maintain in safe working condition, all tools, facilities, vehicles, supplies, and equipment required to safely carry out the duties of each police officer. Members are responsible for immediately reporting any unsafe conditions or practices to the immediate supervisor, and for properly using and caring for all tools and equipment furnished by the Township.

ARTICLE 13 BULLETIN BOARD

Section 1. The Township shall provide a bulletin board at the police station for the exclusive use of the members of the bargaining unit. The department will provide an e-mail group for the convenient distribution of notices of union meetings and other routine business to bargaining unit members. However, as with all e-mail, the union recognizes that all messages are subject to inspection at all times by the Chief of Police and may be subject to public inspection in accordance with Ohio Sunshine laws. Information posted on the bulletin board or disseminated by e-mail shall be in compliance with law and departmental policy. Vulgar, obscene, pornographic, disparaging, derogatory, defamatory, discriminatory, political, or other improper content is prohibited.

ARTICLE 14 PERSONNEL FILES

Section 1. Personnel Files. It is recognized by the parties that the Township may prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the Township. However, every member shall be allowed to review his personnel file at reasonable time upon request. If a member is involved in a dispute regarding which matters in his personnel file may be material, any Association representative will also be

granted access to the members personnel file at reasonable times where such access is authorized, in advance, by the employee/member.

Section 2. Inaccuracies. For the duration of this Agreement, and any extension thereof, if a member upon examining his personnel file has reason to believe that there are inaccuracies in those documents to which he has access, the member may write a memorandum to the Chief of Police or his designee explaining the alleged inaccuracy.

If, upon investigation, the Chief of Police or his designee sustains such allegations, he shall do one of the following:

- A. The member's memorandum shall be attached to the material in question and filed with it and the Chief, or his designee, may note thereon his concurrence; or
- B. The Chief of Police or his designee shall remove the inaccurate material from the personnel file, if he feels that its inaccuracies warrant such removal.

Section 3. Clarification. For the duration of this Agreement and any extensions thereof, any new material placed in a member's personnel file, after the effective date of this Agreement, may be reviewed. If such material is not accurate (see section two (2) above), but the member feels that a clarification is necessary, the member may submit to the Chief or his designee a written clarification or explanatory memorandum not to exceed one (1) page in length. Should such memorandum not contain derogatory or scurrilous matter regarding the administration or any other employees, the Chief or his designee will immediately arrange to have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

Section 4. Privacy. Members will be notified and may be present or have a designee present whenever an individual not normally authorized, views a members personnel file. Any matter in the personnel file that is not public under Federal and the State of Ohio Public Record Laws shall not be made available for inspection.

Section 5. At the request of the member, letters of reprimand older than five (5) years may be removed from the member's personnel file and forwarded to the Township Records Commission for proper destruction. Actions which result in loss of money will remain on file indefinitely but items older than two (2) years from the date of incident will not be used against a member for future discipline or promotion unless a pattern of similar policy violations occur more than one time in a two (2) year period. The loss of accumulated time will be considered the same as a letter of reprimand. The union recognizes the need for the department to maintain separate records of all complaints along with their investigation and final disposition. However, no record of complaints that are not sustained will be kept in members' personnel files.

ARTICLE 15 SENIORITY

Section 1. Definitions.

- A. **Total Seniority.** Total seniority is the total service of a member with the Township. Total

service shall include all periods during which a member was in full time service, and all periods during which a member was in part-time service, but prorated to the equivalent of full time service. (For example: a member working twenty (20) hours per week for one (1) year will accrue one half (1/2) year of seniority.)

- B. Departmental Seniority. Departmental seniority is the total full-time service of a member as a sworn police officer, including pro-rated part-time service, with Boardman Township.
- C. Classification Seniority. Classification seniority shall be computed in the same manner, but shall include only the total full-time service within a job classification from the date of most recent entry into the job classification.

ARTICLE 16 MINIMUM STAFFING

Section 1. All shifts will be staffed with a minimum of one (1) supervisor and four (4) full-time patrol officers. However, if patrol staffing falls below four (4) due to call-offs, such vacancies need not be filled so long as there are five (5) full-time sworn officers on duty.

ARTICLE 17 PROMOTIONAL OPPORTUNITIES

Section 1. Sergeant Rank Structure. The Township agrees to maintain eight (8) Sergeant positions. To the extent that there exist persons occupying positions in the rank of sergeant exceeding the baseline structure, those positions shall be deemed abolished upon the departure of the current incumbent. Further, any vacancies that existed as of May 21, 2009, that have yet to be filled, need not be filled. It is the intent of the parties to preempt R.C. 124.44, R.C. 124-321-124.328, R.C. 124.37, and any other applicable civil service statute or rule having to deal with the filling and abolishment of positions above the rank of patrolman with this language. However, in no event shall the number of sergeant positions and minimum provided in this section restrict the Township's ability to implement a layoff in accordance with Article 10, Reduction in Force and Recall, and the order of layoff provided therein. This language only restricts the Employer from abolishing positions in the sergeant rank, not initiating a layoff, where a temporary vacancy may be created.

Section 2. Promotional Procedure. After the composition of the promoted ranks in the police department reaches the baseline rank structure, as set forth in Section 1, the parties agree that future promotions will be conducted in accordance with Section 3 and 4 below.

Section 3. No positions above the rank of Patrol Officer in the Police Department shall be filled by original appointment. The rehire of a retired Boardman Officer who held the same rank being filled immediately prior to retirement shall not be considered an original appointment as long as the rehire takes place within three (3) months of the rehired officer's retirement. Whenever the

Employer determines that a vacancy in a position above the rank of Patrol Officer exists, the position shall be filled by promotion from among persons holding positions in a rank lower than the position to be filled. No bargaining unit position above the rank of Patrol Officer shall be filled any person unless the person has passed a competitive promotional examination.

If there is no eligible list of the rank for which the vacancy exists, the Employer shall, within ninety (90) days of the determination of a vacancy, hold a competitive promotional examination. Once the testing company provides results of the examination to the Chief of Police, the Chief of Police shall certify the results and provide them to the Township Trustees for consideration. Within thirty (30) days after the scores of such competitive promotional examination have been reported to the Board of Township Trustees, the Board of Township Trustees shall appoint to the vacant position one of the three (3) persons with the highest scores. If there is a valid eligible list, the Trustees shall appoint such one of the three (3) persons standing highest on the list within thirty (30) days. A promotional list shall be considered valid for two (2) calendar years commencing from the original test date as long as there are at least three (3) persons remaining on the list.

Section 4. The parties agree that the following provisions shall govern promotional examinations to any positions within the bargaining unit.

- A. No person shall be eligible to compete for the position of Sergeant unless the person has successfully completed three (3) years of service as a patrol officer with the Boardman Township Police Department. No person shall be eligible to compete for the position of Lieutenant or Captain unless the person has successfully completed twelve (12) months of service in the next lower rank with Boardman Township Police Department.
- B. No competitive promotional examination shall be held unless there are at least two (2) persons eligible and willing to compete. Whenever less than two (2) persons are eligible pursuant to A above, and will compete, the Township may elect to hold the examination with less than two (2) persons competing or may open the promotional examination as follows:
 - 1. For Sergeant, the examination may be opened to persons having completed at least one (1) year of service but less than three (3) years of service as a patrol officer with Boardman Township Police Department.
 - 2. For Lieutenant, the examination may be opened to persons having less than one (1) year of service as Sergeant with the Boardman Township Police Department and to persons having completed more than five (5) years of service as a patrol officer with Boardman Township Police Department;
 - 3. For Captain, the examination may be opened to persons having less than one (1) year of service as Lieutenant and to persons having completed more than five (5) years of service as a Sergeant with Boardman Township Police Department.

- C. Promotional examinations for all positions above the rank of Patrol Officer shall be administered by a professional testing service capable of administering such examinations. All examinations shall be fair and impartial, and shall pertain to knowledge, information, and skills, which will measure and evaluate the relative abilities of the applicants to perform the actual duties of the position of sergeant. No question on any examination shall relate to religious or political opinions or affiliations.
- D. Examinations may include an evaluation of such factors as education, training, capacity, knowledge, manual dexterity, and physical or psychological fitness. Examinations may consist of one test or of more than one test in combination. Tests may be written, oral, physical, demonstration of ability to perform essential functions, or an evaluation of training and experience, and shall be designed to fairly test the relative capacity of the persons examined to discharge the particular duties of the position or classification for which appointment is sought. Tests may include structured interviews, assessment centers, work simulations, examination of knowledge, skills, and abilities, and any other acceptable testing methods. If minimum or maximum requirements are established for any examination, they shall be specified in the examination announcement.
- E. The Employer shall prescribe the subjects of each examination and the relative weights to be assigned thereto, if any, provided that any such determination must have been made prior to the date of such examination. Prior to making any such determination, the Employer agrees to meet in labor management to take input from the bargaining unit regarding the appropriate reference materials for all examinations. A period of sixty (60) days shall be deemed adequate notice to all eligible employees for the purpose of posting a book list of reference materials for all examinations. If the Employer assigns a score or weight to more than one component, the Employer must grade all such components for an applicant in order to determine whether he or she passed.
- F. The Employer shall endeavor to ascertain the minimum passing grade, as determined by the compiler of any professionally prepared test. When available in advance, this information will be included on all test notices. Where such minimum passing score is unavailable from the professional testing service, the minimum passing score will be two (2) standard deviations below the mean.
- G. The professional testing service shall administer and grade the examination. Any challenges to written test questions must be made no later than three (3) days after the examination by the method announced by the testing service prior to the examination. Final judgment on challenged questions shall lie with the professional testing service. After the grading of examination papers, participants may review the written portion of the test during a reasonable time period set by the professional testing service. Any participant in the examination who considers the participant's written examination papers to have been erroneously graded shall have the right to appeal to the professional testing service and the final determination shall be made by the testing service. No scores shall be reported to the Board of Trustees until all appeals are final.

H. Seniority Credit. If the minimum passing grade is achieved, an applicant may receive up to a maximum of five (5) seniority points. Credit for Seniority points shall be calculated as follows: one-half (0.50) point for each completed year of full time law enforcement service at Boardman Township Police Department for the first four (4) years of service, and for each of the completed fifth (5th) through fourteenth (14th) years of service, three tenths of one point (0.3).

I. Efficiency Credit. Efficiency credit in the amount of five (5) points shall be added to all passing scores on promotional examinations. Deductions from efficiency points shall thereafter be taken on the following basis:

1. One-half (1/2) point shall be deducted from the maximum efficiency credit obtained for any employee who has been disciplined by suspension from one (1) through eight (8) hours inclusive.
- 2.
3. An additional one-half (1/2) point shall be deducted for each additional four (4) hour increment of time lost commencing at nine (9) hours.

The above-specified deduction from the maximum efficiency credit shall be accumulative, and each suspension shall be an additional deduction, but in no event shall the total deductions exceed five (5) points for any given examination. Such deductions shall be computed from the disciplinary suspensions instituted during the period from the date of the prior examination to the date of the new examination. If during the aforementioned period an employee receives a disciplinary suspension and an appeal on said suspension is properly filed pursuant to the collective bargaining agreement, the efficiency credit of said employee shall be computed by considering the final determination of the grievance process. No deduction shall be made if the final determination of the grievance appeal results in reversal of the disciplinary suspension by the date of the grading of the examination.

Efficiency points shall not be deducted for suspensions resulting from vehicular accidents in the Police Department.

J. Any ties shall be broken by overall seniority with the Boardman Township Police Department.

K. All promotional appointments to the position of Sergeant shall be for a probationary period of twelve (12) months. Promotional appointments to Lieutenant and Captain shall be for a probationary period of six (6) months. No promotion shall be final until the appointee has satisfactorily served the probationary period.

L. It is the intent of the parties to preempt any Boardman Township Civil Service Rule or other applicable civil service statute having to deal with the promotions to positions above the rank of patrolman with this language.

ARTICLE 18
SCHEDULING/SHIFT BIDDING

Section 1. Shift Bidding. The bidding of shifts will be done by departmental seniority for all officers assigned to the Patrol Division, excluding Traffic. The Employer reserves the right to indicate the shifts on which K-9 officers and Crime Scene Technicians must be scheduled; but said officers may bid for shifts by departmental seniority. Officers assigned to Traffic will also bid their shifts by departmental seniority separately from the Patrol Division. The bidding will be completed every six (6) months with rotating slots.

Section 2. Bid/Schedule Adjustments. The union recognizes the right of the Chief of Police to adjust an officer's schedule to meet the operational needs of the Department. The union requests that when the need arises, the Chief of Police use the officer(s) with the least amount of departmental seniority to make these adjustments.

Section 3. Schedule Posting. The final schedule shall be posted no less than thirty (30) days prior to its effective date.

Section 4. Scheduling Officers/Compensatory Time Approval. The union recognizes the right of the Township to schedule officers for work. Ideally, the desire is to schedule as many officers as practical in order to maintain a prompt response to calls for service and for proper support for those officers working. This effort, however, is often diminished by factors such as IOD leave, vacation, sick time, training, and in particular, the use of accumulated time.

In consideration for the continuation of the practice of accumulating time, the union agrees that: (a) minimum staffing levels have been established to maintain prompt response to calls for service and for proper support for those officers working, so minimum staffing levels may be grounds for denying the use of accumulated time off; and (b) the Township may establish staffing requirements, higher than current minimum staffing standards, to maintain prompt response to calls for service and for proper support for those officers working that may be grounds for denying the use of accumulated time off. The union agrees that this practice will not be viewed as setting new minimum staffing standards and this matter will not be a subject for grievances as long as they are uniformly applied.

Section 5. Compensatory Time Scheduling/Cashout. Where the use of accumulated time off has been denied because of staffing levels as described in Section 4, the employee shall be offered an alternative day within the next thirty (30) days for use of the requested accumulated time off, or shall be offered cash payment for the number of hours denied at the employee's regular rate of pay, and those hours will be deducted from the member's AT balance or the employee may withdraw the AT request. The parties agree that thirty (30) days constitutes a "reasonable time period" for the granting of a request for A/T under the Act. Except as otherwise specifically restricted by this Agreement, the Employer retains all its rights to manage the administration of compensatory time under federal law. Once granted, leave days shall not be cancelled except in case of emergency.

Section 6. Vacation and Compensatory Time Requests. For the purpose of vacation weeks, a member with the greatest seniority in his respective rank and division shall be given priority of preference. Selection of weeks may be locked in during the annual bid period or by submitting the full week request five (5) to-ten (10) days prior to the positing of the schedule. Full week requests shall take precedence over single day requests for time off provided that they are submitted during the submission period. For the purpose of vacation days and A/T days, it shall be granted on a first come first served basis, regardless of seniority.

Section 7. Holiday Scheduling. The Chief of Police shall determine the number of members who will work the holiday shift on the basis of classification seniority by providing the most senior member the first opportunity to select or reject such work.

ARTICLE 19 HOURS OF WORK/CALL-OUT

Section 1. Normal Workday/Workweek. Eight (8) consecutive hours per day, which shall include a thirty (30) minute paid lunch period, shall constitute a normal workday. The lunch period shall not be taken within the first hour or the last hour of the shift. Forty (40) hours per week shall constitute a normal workweek based on five (5) eight (8) hour work and two (2) consecutive days off.

By mutual agreement of the Township and the Association, a work schedule plan involving four (4) ten (10) hour work days can be placed into effect and the Association agrees to forego the overtime provision of the Agreement with respect to the final two (2) hours of such shift.

Section 2. Work Schedule Posting. The Township shall conspicuously post at least seven (7) days in advance the regularly assigned hours, work days, and shift assignments of all members. Changes in work schedules shall be made only to meet the operational needs of the Township, and as soon as practical when the change is discovered or realized, and shall not be made arbitrarily.

Section 3. Call-Out Minimum. Members who report to work within two (2) hours of the start of their shift, or are held over at the end of their shift, will receive compensation at time and one-half of their hourly rate for all time in excess of eight and one-quarter hours. A bargaining member who reports to work beyond the two (2) hours before the start of a shift shall be paid a minimum of 2.66 hours at time and one-half at the hourly rate of pay. A member called out beyond the two (2) hours of the start of his shift will be excused after completing the task he was called out for, and may request that the time be credited in his accumulated time bank.

Section 4. Substituting Time or Trading Shifts. Upon the prior approval of the Shift Supervisors, members shall be allowed by mutual agreement to trade days off in accordance with the provisions below.

1. The bargaining unit agrees that any other provision of the Agreement regarding rate of pay or overtime calculation, including and without limitation, Article 21,

"Compensation," and Article 20, "Overtime," are not applicable with regard to voluntary shift trades.

2. The bargaining unit and township agree that employees may agree solely at their option and with the approval of their supervisor to substitute for one another during regularly scheduled hours of work.
3. The bargaining unit also agrees that the work performed by the substituting employee will be excluded by the township in the calculation of hours worked for that employee.
4. The bargaining unit agrees that where one (1) employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.
5. The bargaining unit agrees to waive any overtime that would be caused by the substituted time.
6. The bargaining unit recognizes and agrees that the township is not required and will not keep record of the hours of the substituted work.
7. The bargaining unit understands and agrees that the substituted time is a voluntary agreement between the two employees.
8. The bargaining unit understands and agrees that when employees substitute for one another they do so at their own risk and that the township will not be responsible for any time not repaid.

ARTICLE 20 OVERTIME /COURT TIME

Section 1. Overtime. Overtime shall consist of any time worked in excess of eight and one-quarter (8.25) or ten and one-quarter (10.25) hours in a workday, as may be applicable, or normal workweek as defined in this Agreement.

Section 2. Overtime Increments. Overtime will be computed after fifteen (15) minutes; the entire actual amount of overtime will be computed at time and one-half.

Section 3. Overtime Compensation. Each bargaining unit member shall be paid an amount equal to one and one half (1 1/2) times his normal hourly base pay rate or, if the member is called out to work, at the option of the member, shall receive credit for compensatory time equal to one and one half (1 1/2) times the number of overtime hours actually worked.

Section 4. Overtime Scheduling. The Township shall maintain a separate overtime ledger for the bargaining unit.

The ledger will include all hours worked by the bargaining unit member in excess of the workday or workweek. This ledger shall be posted in a conspicuous place and the total hours

shall continue to be tracked for the duration of this contract. Effective upon the execution of this Agreement, all bargaining unit members' totals will revert to zero and will be tracked for the duration of this Agreement.

When the Employer determines that overtime is necessary, it shall be offered to a bargaining unit member in the following manner if the hours to be worked are greater than four (4) hours.

- A. A member with the lowest number of hours in the overtime ledger shall be offered first opportunity to work the overtime.
- B. In the event that more than one member has the same number of hours in the overtime ledger, then seniority shall prevail.
- C. Once the call out list has been exhausted and no members agree to work the shift, then the Employer, at its sole discretion, may choose to fill the overtime in the manner that it determines best suits its operational needs, which may include mandating the members with the least seniority on the prior and following shifts to work the overtime.
- D. Plain Clothes Division Overtime. If overtime within the Plain Clothes Division will be filled, it will be filled with an officer assigned to that division in a manner as determined by the Employer/designee.
- E. Patrol officers are eligible for overtime on all shifts excluding the hours they are scheduled to work or those hours for which they have scheduled off, e.g., A/T, training, personal day, single vacation day, etc. Overtime will not be offered if sick time has been taken within sixteen (16) hours of the overtime shift. Patrol officers will be eligible for any shift while on their scheduled week of vacation.

Section 5. Court Time. Police officers, as a part of their employment, must appear in court. When an officer is required to appear in court outside his/her regular working hours the bargaining unit member will be paid time and one-half with a three (3) hour minimum. Appearances which fall within two (2) hours before or after regular working hours are not subject to the above minimum requirements and shall be considered shift continuation and be paid at time and one half (1.5) for the actual time of the appearance and the start/end of the regular working hours. Payment of court time is limited only to appearances resulting from the actions of a member while on duty as a Boardman police officer. Payment of court time excludes appearances for arrests resulting from other employment.

Any subsequent court appearances during the same day that would overlap or abut the initial three (3) hour minimum shall not be paid as a separate court minimum but any time in addition to the initial three (3) hours shall be paid at time and one-half. At any court appearance(s) longer than three (3) hours in off-duty status, the member will receive time and one half (1 1/2) hours paid time for that court appearance. Officers may opt to take payment of paid court time for court appearances as compensatory/accumulated time in accordance with this agreement.

Members agree to follow departmental rules regarding checking before attending court. Members must also follow instructions on any subpoena. Failure to follow the instructions on a subpoena, failure to check as required, or failure to attend court in appropriate and professional attire will result in the loss of compensation for court and/or other disciplinary action.

Section 6. Overtime Compensation Restriction. An employee who works an additional shift will not receive overtime compensation if the employee fails to work an assigned shift sixteen (16) hours before or sixteen (16) hours after the starting or ending of the overtime shift. The use of accumulated time, sick, IOD, or vacation time is not considered working unless the employee had properly requested and had obtained approval for vacation or accumulated time prior to being contacted for the overtime shift. Employees working in excess of eight (8) consecutive hours will be compensated at overtime rate for time in excess of 8.25 hours.

**ARTICLE 21
COMPENSATION**

Section 1. Pay Ranges and Rates.

A. Effective January 1, 2024, the following pay schedule will be effective for all bargaining unit members hired January 1, 2010 or after.

Years of Service	2024	Annual
Entry	\$24.04	\$50,003.20
After 1 year	\$25.00	\$52,003.33
After 2 years	\$26.00	\$54,083.46
After 3 years	\$27.04	\$56,246.80
After 4 years	\$28.12	\$58,496.67
After 5 years	\$29.25	\$60,836.54
After 6 Years	\$30.42	\$63,270.00
After 7 Years	\$31.63	\$65,800.80
After 8 years	\$32.90	\$68,432.83

B. Effective January 1, 2025, the following pay schedule will be effective for all bargaining unit members hired January 1, 2010 or after.

Years of Service	2025 2%	Annual
Entry	\$24.52	\$51,001.60
After 1 year	\$25.50	\$53,040.00
After 2 years	\$26.52	\$55,161.60
After 3 years	\$27.58	\$57,366.40
After 4 years	\$28.69	\$59,675.20
After 5 years	\$29.83	\$62,046.40
After 6 Years	\$31.03	\$64,542.40
After 7 Years	\$32.27	\$67,121.60
After 8 years	\$33.56	\$69,804.80

- C. Effective January 1, 2026, the following pay schedule will be effective for all bargaining unit members hired January 1, 2010 or after.

Years of Service	2026 2%	Annual
Entry	\$25.01	\$52,020.80
After 1 year	\$26.01	\$54,100.80
After 2 years	\$27.05	\$56,264.00
After 3 years	\$28.13	\$58,510.40
After 4 years	\$29.26	\$60,860.80
After 5 years	\$30.43	\$63,294.40
After 6 Years	\$31.65	\$65,832.00
After 7 years	\$32.92	\$68,473.60
After 8 Years	\$34.23	\$71,198.40

- D. Those employees hired prior to January 1, 2010, shall receive be designated as senior patrol officers and shall be paid in accordance with the following scale.

2024 Hourly	2024 Annual	2025 Hourly	2025 Annual	2026 Hourly	2026 Annual
\$35.56	\$73,964.80	\$36.27	\$75,441.60	\$37.00	\$76,960.00

Section 2. At the discretion of the Employer, an applicant for employment may be given service credit for prior police service and be hired in at a rate other than the entry level rate.

Section 3. Bargaining unit members shall be entitled to shift differential pursuant to Article 24.

ARTICLE 22 INSURANCE

Section 1. Medical Insurance. The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care and ancillary insurance as currently in effect unless changed pursuant to section 5, below.

Section 2. Contribution Rates. The Employer and its employees shall contribute the following monthly amounts for medical, hospitalization, vision, and dental coverage under its insurance plan:

Employer 80%
Employee 20%

Section 3. Township HRA Contributions. The Township will establish an HRA account for each bargaining unit member electing coverage under the Township plan and contribute the following annual amounts to each member's respective account based upon the applicable coverage:

		<u>Annual HRA Contribution Amount</u> <u>\$4,000/\$8,000 HRA Plan</u>
Single Coverage		\$3,400
Employee/Child(ren) Coverage		\$6,800
Employee/Spouse Coverage		\$6,800
Family Coverage		\$6,800

Annual contributions shall be credited to the employee's HRA account effective June 1, 2023 or as soon thereafter as feasible to coincide with the effective date of the plan and thereafter on to coincide with the first day of each plan year. HRA funds may be used for any items that would count to an employee's deductible as well as vision and dental expenses that do not count toward the deductible.

The Township shall credit the remaining funds to cover the full deductible (\$600 single/\$1,200 other applicable coverage option) upon proof provided by the employee that the covered employee, and his or her spouse, if covered under the Township Plan, attended an annual wellness appointments (health and dental) no later than the completion of each plan year. All records relating to the wellness appointments are confidential except for written confirmation of attendance.

Those employees whose annual medical and hospitalization care utilizes 35% (\$1,400.00/\$2,800) or less of the annual deductible for their applicable coverage and who, together with a covered spouse attended an annual wellness appointments (health and dental) no later than the completion of each plan year shall receive a lump sum payment in the amount of \$400 for single coverage and \$800 for other applicable coverage. Said payment shall be made no later than the second pay period after the end of the plan year.

Section 4. Coverage Election/Participation. Eligible employees may elect any available coverage (e.g., single, two-party, family, etc.) subject to the plan offerings. Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

Section 5. Insurance Committee. The Union agrees that the Employer shall create and maintain an insurance committee for the purpose of controlling costs, reviewing usage, and setting benefit levels. The Union agrees to participate in the committee, when created. The committee shall be comprised of one (1) representative from each employee bargaining unit within the Township, one (1) representative for the non-bargaining unit employees, and two (2) representatives of the Employer.

The insurance committee shall have the authority to make program coverage changes, benefit levels, and/or increases/decreases to employee contribution rates through coverage changes by

majority vote. Decisions of the committee are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal.

Section 6. Life Insurance. The Township shall provide and maintain in force, by payment of the necessary premiums, life insurance in the amount of twenty-five thousand dollars (\$25,000) for all bargaining unit members.

Section 7. Coverage Continuation.

- A. Individual and family coverage terminates after the end of the month of the last day of work when an individual ceases to be an employee of the Township. When an individual ceases work because of a leave of absence, individual and family coverage terminates on the last day of the month which was last worked. A former employee has the privilege of continuing Medical Insurance coverage for the number of months prescribed by the COBRA law.
- B. If an employee ceases work because of layoff, the following provisions will be applicable to coverage under the benefit programs. Individual and family medical insurance will be continued during such layoff up to a maximum of six (6) months from the end of the month which was last worked. If a layoff employee has not returned to work at the end of such period, individual and family medical coverage terminates subject to the "continuation" and "conversion" as described in A.
- C. If an employee ceases work because of a non-occupational disability, individual and family medical insurance will be continued during absence due to such disability up to a maximum of six (6) months from the end of the month which was last worked.
- D. If an employee ceases work because of an occupational disability, individual and family medical insurance will be continued during absence due to such disability up to a maximum of twelve (12) months from the end of the month which was last worked, but in no circumstance beyond the end of the month for which statutory compensation payments terminate.

Section 8. Coverage Reinstatement. If an employee returns to work following an absence on account of layoff, leave of absence, or disability during which coverage under the insurance programs shall have terminated, all coverages under the insurance programs will be reinstated on the date the employee returns to work.

Section 9. Insurance Waiver.

- A. Any member of the bargaining unit who elects to waive health and medical insurance coverage in its entirety (including dental and optical) as described in Section 1 for a twelve (12) month period will be awarded a bonus in an amount equal to fifty percent (50%) of the established premium under which the employee would have been or is covered by the employer. Employees must make such waiver request in writing prior to November 1 of the calendar year, and must provide proof of insurance to the employer

before choosing to waive the employer's current policy. All bonuses shall be paid in June of the following calendar year following the waiver request.

- B. Newly-hired employees as of 11-1-98 must make request for waiver of insurance within fifteen (15) days of hire, and will receive said bonus within ninety (90) days after insurance coverage is waived. The bonus of 50% will then be awarded and prorated, based upon the number of full months remaining in that year. Examples: 11 months = 11/12 of the annual bonus; 10 months = 5/6 of the annual bonus; 9 months = 3/4 of the annual bonus, etc.

Existing and newly-hired employees must provide proof of insurance to the employer before choosing to waive the employer's current policy. If any employee who has exercised this option desires at a later date to return to the employer's current coverage, such request shall be made in writing and in accordance with the requirements of the employer's health and medical insurance provider/carrier. Upon choosing this option, the employee shall be required to produce evidence/documentation of ongoing health and medical care coverage. If requested by the health and medical insurance provider/carrier, the employee shall submit to a physical exam as a condition of re-entry. All other requirements for re-entry of the employee by the insurance provider/carrier shall apply.

ARTICLE 23 LONGEVITY

Section 1. Eligibility. Bargaining unit members shall be eligible for longevity pay based on years of continuous full-time service with the Boardman Township Board of Trustees. No bargaining unit members shall receive longevity pay until they have completed the required amount of continuous full-time service with the Employer.

Section 2. Longevity Schedule. Longevity pay shall be given to eligible bargaining unit members in the form of an hourly supplement according to the following schedule:

<u>Years of Continuous Service with the Employer</u>	<u>Longevity Supplement</u>
After 5 years of completed service	\$.25
After 10 years of completed service	\$.30
After 15 years of completed service	\$.35
After 20 years of completed service	\$.40
After 25 years of completed service	\$.45

ARTICLE 24 SHIFT DIFFERENTIAL/ON-CALL PAY

Section 1. Shift Differential. Officers assigned to patrol, traffic, K-9, or crime scene technician shall be eligible for shift differential payments in the amount of sixty-five cents (\$.65) for all hours actually worked between the hours of 2:00 p.m. and 6:00 a.m. Officers assigned to special operations who work as a patrol officer shall also receive the applicable shift differential while they work as a patrol officer.

Section 3. On Call Compensation. Any member of the Association who is placed on an "on-call" status or list by the Township shall be compensated at the rate of seven (7) hours at their respective pay rate for each week they are on call. For purposes of this section, a "week" shall be defined as seven (7) consecutive calendar days.

While on call, members of the Association are required to respond to the police station or crime scene within one (1) hour and be fit for duty. Any member of the Association on call as described above shall not receive additional compensation for phone calls or performing other actions of a de minimis nature that do not require them to respond to the police station or crime scene. If the bargaining unit member is required to respond to the police station or crime scene during his on-call week, he shall be compensated at the rate of one and one-half his regular rate of pay for any hours worked. Detectives may switch on-call status weeks with one another as long as all necessary notifications are made.

ARTICLE 25 CLOTHING AND MAINTENANCE ALLOWANCE

Section 1. Clothing and Maintenance Allowance. Annual clothing and maintenance allowance for members shall be one thousand one hundred dollars (\$1,100.00) for the purchase, maintenance and cleaning of uniforms and equipment.

Section 2. Approval/Increments for Usage. The above clothing and maintenance allowances shall be paid in increments of not less than one hundred dollars (\$100.00), with the exception of any final payments, upon receipts submitted and approval for such purchase obtained from the Chief of Police/designee.

The parties agree to meet in order to compile an enumerated list of preapproved items that are eligible for purchase without specific individual approval from the Chief of Police or the Chief's Designee. Any items requested by an employee that are not on the preapproved list must be approved by the Chief of Police or the Chief's designee.

Section 3. Clothing Allowance for New Officers. It is also agreed that a new officer may use his first two (2) years of clothing and maintenance allowance in the first year of employment, understanding that if he chooses to take advantage of this option that no clothing and maintenance allowance will be available the second year. At the discretion of the Police Chief, any officer that leaves Township employment prior to the completion of two (2) years of service shall return all equipment and Boardman Township insignia items purchased with the allowance to the Township.

Section 4. Usage Limitations/Carry-Over. Members cannot use clothing and maintenance allowance in January except in an emergency case and cannot use more than 50% of their clothing and maintenance allowance before June 15 of each year. Members may carry over up to 100% of one year's clothing and maintenance allowance to the next year for the purchase of larger items. The balance shall not exceed a two (2) year period.

Section 5. Any reasonable conditions of the Boardman Township Fiscal Office will also be followed regarding use of clothing and maintenance allowance:

- A. Should a member sustain damage to his uniform or equipment while performing his duties, a written report will be completed indicating when and how the equipment was damaged. The Chief of Police or his designee will review the report and determine whether the claim is valid. The decision on granting the payment will rest with the Chief of Police or his designee, and is not appealable.
- B. The Township agrees to a fifty percent (50%) buyout of the remainder of each member's previous year clothing and maintenance allowance by January 30 if the member requests the 50% buyout payment in writing by December 1.

Section 6. Maintenance Allowance. The Township agrees to pay each member the amount of one hundred dollars (\$100.00) in December of each year of this agreement toward uniform maintenance.

ARTICLE 26 RETIREMENT AND DISABILITY PENSIONS

Section 1. The Township shall continue payments into the pension system (PERS) at the applicable rate, as set by the administrators of the system and as required under state law. The Township agrees to institute the proper procedure under existing state law to see that the employee's contribution to PERS is tax deferred.

ARTICLE 27 COMPENSATORY TIME

Section 1. Compensatory Time Off. Compensatory time off may be requested by a member to be taken at such times as are consistent with the efficient and effective operation of the Department, and subject to Article 18 and the approval of the Chief of Police or his designee, and such approval shall not be unreasonably denied. Compensatory time may be earned or used in one (1) hour (sixty minutes) increments.

There shall be a two hundred (200) hour maximum on the accumulation of compensatory time. Upon retirement, any hours left in this A/T bank shall be paid to the Association member at the member's hourly rate of pay at the time of retirement.

Section 2. Separation Payments. A bargaining unit member, who is permanently separated from the Department for any reason, and who has unused compensatory time to his credit shall be paid such accrued compensatory time, no later than his last regular pay.

Section 3. Payment at Death. When a bargaining unit member dies, any unused compensatory time to his credit shall be paid to the surviving spouse or estate of the deceased member.

Section 4. Prior Compensatory Time. Any unused compensatory time accumulated prior to the effective date of this Agreement shall be retained and taken at such time or in such amounts as provided in the Agreement provided it does not conflict with Article 27, Section 1, of this agreement.

ARTICLE 28 HOLIDAYS

Section 1. Holidays. The following holidays shall be recognized as paid holidays by the Township:

- | | |
|---------------------------|----------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Columbus Day |
| 3. President's Day | 9. Veteran's Day |
| 4. Memorial Day | 10. Thanksgiving Day |
| 5. Juneteenth | 11. Christmas Day |
| 6. Independence Day | |

Section 2. Holiday Pay. Holiday pay for those officers working on a holiday shall be double time for all hours actually worked in addition to regular holiday pay; a maximum of eight (8) hours may be credited to accumulated time. Those not working the holiday will be paid at the regular holiday pay rate with no option of accumulated time.

Members who are on vacation the week of a holiday and would have been scheduled to work the holiday will be docked four (4) vacation days and be paid for five (5) days. If they are scheduled off on the holiday, members will be docked five (5) vacation days and will receive eight (8) hours additional compensation pay for the holiday.

Section 3. Special Operations. When one of the above holidays falls on a Saturday or Sunday, the Township shall designate another day to be a scheduled day off for those Bargaining Unit Members assigned to Special Operations Division.

Bargaining Unit members assigned to special operations may, with the approval of the Chief or Chief's Designee, elect to take any day off during the same week in which a recognized holiday falls. Members electing to do so waive their right to collect any holiday double time pay. Bargaining Unit Members recognize that an election under this provision shall not create overtime situations.

Bargaining Unit members assigned to special operations may elect to work up to three (3) of the holidays or designated holidays each calendar year and receive holiday double time for those holidays worked.

Section 4. Holidays worked will be computed during the calendar year from January 1 through December 31.

Section 5. Personal Days. In addition to those holidays listed above, members shall be provided with three (3) personal days. A request to take a personal day will be granted as long as the request is made at least 120 hours in advance of the date to be taken and the request will not create more than two (2) overtime slots overall on the shift requested. The Department will give the officer requesting the personal day at least 72 hours' notice whether the request is to be granted.

**ARTICLE 29
VACATIONS**

Section 1. Eligibility. It is the intent of the parties to supersede R.C. 9.44. Vacation eligibility is based on years of continuous full-time service with the Employer, and shall include credit for active military service undertaken after the onset of employment. Full-time employees are entitled to vacation leave after one (1) year of continuous full-time service with the Employer. Members hired prior to October 1, 1993, will continue to have their service credit calculated to include prior active military service and other full-time employment as a police officer.

Section 2. Accrual. For those employees hired after September 1, 2009, bargaining unit members shall accrue vacations according to the following schedule:

<u>Years of Service</u>	<u>Annual Vacation</u>	<u>Days/Hours</u>
Less than 6 months	None	None
6 months to 1 year	1 week	5 days/forty (40) hours
1-7 years	2 weeks	10 days/80 hours
8-15 years	3 weeks	15 days/120 hours
16-24 years	4 weeks	20 days/160 hours
25 years or more	5 weeks	25 days/200 hours

Employees will be credited with the applicable amount of vacation leave upon their anniversary date.

Those employees hired after September 1, 2009, shall receive prior service credit up to a maximum of five (5) years [60 months] for the purposes of calculation of vacation level. Prior service credit shall be calculated based upon months of prior service. Full service credit (up to 60 months) shall be given for full-time service and 50% credit shall be given for part-time service. Service time shall be evidenced by each employee's statement of service credit from either PERS or OPFPF. Employees who were classified as part-time, but received full-time service credit by the applicable pension fund, shall receive full-time credit.

New employees that receive prior service credit may not take any vacation time off until the completion of their Field Training program and the first six (6) months of employment unless the Police Chief specifically approves the request.

Any increase in vacation service credit for employees hired prior to January 1, 2024, shall be provided effective January 1, 2024, to each employee who has provided verification of such service by that date.

Section 3. Usage. Bargaining unit members may take vacation leave to which they are entitled beginning with the first full pay period following the date they complete the required years of service.

Section 4. Vacation Requests. Calendar weeks of vacation time requested by members of the bargaining unit shall be submitted to the Chief of Police or his designee. Two (2) weeks of vacation and any individual days earned up to four (4) may be taken a day at a time, with all remaining vacation time being used by calendar weeks.

Weeks of vacation will be scheduled to start with the end of the last scheduled shift on Friday and end with the first scheduled shift on Monday as long as the request for vacation leave is submitted at least thirty-one (31) days in advance. Requests submitted less than thirty-one (31) days in advance will be scheduled to start with the end of the last scheduled shift on Friday and end with the first scheduled shift on Monday only if shift staffing permits. Where staffing does not so permit such an adjustment, employees may request A/T days or uses shift trades in conjunction with vacation days.

Section 5. Vacation Approval. All vacation requests are subject to the operational needs of the Employer and may be denied if determined necessary by the Chief of Police/designee. Requests by members for vacation weeks that coincide will be granted on the basis of classification seniority. Once approved, the weeks selected by the members shall be locked in and used at that selected time, unless the member is on sick leave or I.O.D.

Section 6. Required Usage. All vacation scheduled for the calendar year shall be completed in the calendar year. Officers selecting the last week of the year shall complete their vacation within the first week of the new year and in any case will not go past the following dates:

For calendar year 2024, January 4, 2024

For calendar year 2025, January 3, 2025

For calendar year 2026, January 2, 2026

Section 7. Accumulated Vacation Time/Eligibility/Proration. Members may accumulate vacation time in accordance with the requirements of the Ohio Revised Code. For purposes of computation of vacation benefits under Article 14, Section 1, in addition to years of service, employees must have worked the previous twelve (12) month period to earn vacation credit. For employees who are absent from work and are not earning PERS credit for a period in excess of thirty (30) consecutive calendar days and/or twenty (20) consecutive working days, time in excess of these periods absent from work shall not be calculated for purposes of earning vacation credit. This provision will only take affect after an employee has missed more than the periods defined, inclusive of the initial twenty (20) and/or thirty (30) day periods.

This provision shall not apply to members of the bargaining unit who are absent from work and are not earning PERS credit as outlined above as a result of an injury that occurred in the line of duty.

An employee who has vacation scheduled while off on workers' compensation will not be required to use the vacation time during that period. If time permits, employees will schedule and use vacation upon their return to work. If the employee has not returned to work or time does not permit the use of vacation in the calendar year, the employee's vacation time may carry into the next year upon written request to the Board of Trustees.

All vacation benefits earned and/or not earned based upon time worked in a previous twelve (12) month period shall be computed on a pro-rated basis when calculating vacation time available to an employee.

Section 8. Unused Vacation Time When Separated. Unused accumulated vacation time prorated to the date of separation will be paid at the time of such separation to any member who leaves the employ of the police department for any reason or is laid off. Unused accumulated vacation time will be paid to the surviving spouse or estate of any member who dies, prorated to the date of his death. Any member, who transfers to another agency within the Township, shall also have transferred to his credit any unused accumulated vacation time.

Section 9. Vacation Pay. Vacation pay will be computed at the appropriate rate earned by the member at the time vacation is actually taken.

Section 10. Prior Unused Vacation Time. Unused vacation time accumulated prior to the effective date of this Agreement shall be retained and taken at such times and in such amounts as provided in this Agreement.

Section 11. Converting Vacation Time (120 hours). Any vacation time earned but not taken, up to one hundred twenty (120) hours during the year shall be paid out. The vacation time cashed in and paid shall be that which is earned during the calendar year and not taken and shall be paid to the employee no later than January 30 of the following year. The maximum amount of converted vacation time that can be considered earnable salary under OPERS regulations is the amount the employee earns in the calendar year, less any amounts taken during the calendar year.

ARTICLE 30 SICK LEAVE

Section 1. Accrual. All bargaining unit members shall earn sick leave at the rate of four and six-tenths (4.6) hours with pay for each eighty (80) hours of service. Unused sick leave shall be cumulative without limit. Sick leave shall be charged to a member on the basis of actual time (hour-by-hour) absent. An employee, who sustains a service connected injury shall not be required to exhaust accumulated sick leave before being entitled to apply for benefits under Workers Compensation (subject to any requirements of the laws of Ohio).

Section 2. Previously Accrued Leave/Sick Leave Transfer. Unused sick leave accumulated prior to the effective date of this Agreement shall be retained and taken at such times and in such amounts as provided in this Agreement. Sick leave accumulated with another public entity or political subdivision is not transferrable to Boardman Township for any member hired after December 31, 2008.

Section 3. Usage. Such leave shall be granted to members for absence from regularly scheduled hours of employment for the following reasons:

1. sickness, illness, or injury of the member;
2. pregnancy of a member;
3. exposure to contagious disease that could be communicated to other persons;
4. sickness, illness, or injury to a member of the immediate family of the member;
5. examination including medical, psychological, dental, or optical examination by an appropriate practitioner that cannot reasonably be scheduled during non-work time;
6. examination including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

Once an employee reports off citing one of the approved uses of sick leave, vacation time may not be substituted for that sick leave at a later date.

Section 4. Conversion Options. The following options for the conversion of unused accumulated sick leave may be exercised by bargaining unit members. The options may be exercised in conjunction with one another. For purposes of illustration, the parties have included a hypothetical example of the conversion options in Appendix A. The Employer will abide by the rules and regulations of the Ohio Public Employee's Retirement System regarding when converted leave is considered earnable salary so as to maximize the amount of earnable salary.

Option 1. Unused accumulated sick leave shall be paid to a member or his designated beneficiaries or estate, upon his death or retirement, in a sum equal to fifty per cent (50%) of all unused accumulated sick leave hours. Current employees are entitled to take the following percentages of sick leave as indicated on the following table upon retirement or separation:

1-10 years:	2% per year (20% total upon 10 years)
11-20 years:	3% per year (30% for next 10 years, total accumulation 50%)
Over 20 years:	50%

For all new hires effective September 1, 2009, state minimum requirements upon death and/or retirement only (25%, maximum 120 days pay-out).

Sick Leave Retirement Buy-Out Employees may make request for the following distribution of the remaining sum of accumulated sick time as follows, which shall be predicated upon:

1. written request to the Township Fiscal Officer at least ninety (90) days in advance of the beginning of the three (3), two (2), or one (1) year option period selected;
2. written request which indicates the specific retirement date which distribution of sick time hours are calculated upon; and,
3. letter of understanding signed by the employee and Township Fiscal Officer that specifies, upon selecting option, the final distribution (including all related payroll taxes and retirement deductions, etc.), of remaining accumulated sick time hours calculated at current dollar value at time of request.
4. accumulated sick time sold as part of this buyout will be on a first in-first out basis.

Three (3) Years Advance Notice of Retirement

With Three (3) Years Advance Notice of Retirement: 60% of the specified amount of remaining sum of accumulated sick time entitlement, to be divided over three (3) year payroll, at current dollar value at time of request.

Two (2) Years Advance Notice of Retirement

With Two (2) years Advance Notice of Retirement: 40% of the specified amount of remaining sum of accumulated sick time entitlement, to be divided over two (2) year payroll, at current dollar value at time of request.

One (1) Year Advance Notice of Retirement

With One (1) Year Advance Notice of Retirement: 20% of the specified amount of remaining sum of accumulated sick time entitlement to be divided over one (1) year payroll, at current dollar value at time of request.

Upon notice from an employee of the desire to sell a specific amount of his remaining sick time and selecting the desired option, the following procedure will apply:

1. The Township Fiscal Officer will value accumulated time hours at the current effective rate;
2. Applicable percentages will be applied based upon the option selected;
3. The buy-out value will be divided by and paid to the employee in the appropriate remaining payrolls;
4. The employee and Township will enter into an Agreement reducing the accumulated hours by the amount converted;

5. The Township will purchase unused sick time at date of retirement at 50% times the then prevailing wage rate.
6. In the event of catastrophic illness, extenuating medical circumstances, or any depleted use of the remaining, earned sick time hours calculated prior to the retirement date given in the original notification:
 - A. the Agreement between the employee and Township shall be suspended;
 - B. the Township shall restore sick time distribution back to the beginning date of notification;
 - C. payments already made under the original Agreement shall be subtracted.

Option 2. By December 1 of each year, all employees are eligible to participate in a sick leave buy back option. Employees shall be permitted to sell back sick time hours they have not used, on a form provided by the Employer, on a 2:1 ration (50% pay).

1. Buy back options shall not exceed a maximum of the one hundred twenty (120) hours accumulated in the previous twelve (12) month period.
2. Buy back options and related hours of payment are subject to PERS for both the Employer and the employee in accordance with PERS regulations. The maximum amount of converted sick that can be considered earnable salary under OPERS regulations is the amount the employee earns in the calendar year, less any amounts taken during the calendar year. For this plan, it would be leave earned and unused between January 1 and December 31 in the calendar year prior to the leave conversion payment in January of the following year.
3. For employees who are eligible and have exercised this buyback option, payments that would be considered earnable salary by the PERS will be paid prior to January 31 of the next calendar year. Payments that would not be considered earnable salary shall be provided in the last regular payroll period of June of that year.

ARTICLE 31 INJURY LEAVE

Section 1. Purpose. The intent and purpose of the injury on duty leave policy herein is for the Township to assist employees with work-related injuries and / or work-related illnesses in obtaining the necessary maintenance and care during the short period of time following the work-related injury.

Section 2. Injury on Duty Reporting and Procedures. When a bargaining unit employee is injured in the scope of employment while actually working for the Township, the injured employee shall immediately comply with the following:

1. Follow the Township's Incident Reporting Policies by submitting a completed and signed internal incident report containing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting the granting of injured on duty leave.
2. Furnish the Township with a signed Boardman Township Authorization(s) to Release Medical Information relevant to the claim.
3. In the event the employee needs immediate medical care, he shall be referred to the Township's preferred medical provider for work-related injuries, or transported to a hospital as the injury warrants.
4. Provide a medical certification and seek treatment from a physician on the list of Township-approved providers (Appendix C) opining that the claimant is disabled from employment in excess of seven (7) consecutive days as a result of the work-related injury and specifying the injury, recommended treatment, and the employee's inability to return to work as a result of the injury along with an estimated return to work date. If emergency treatment is required, it need not be from a physician on the list of Township approved providers, however, follow-up treatments must be.

If it is determined that an employee has contracted a work-related illness that is compensable pursuant to Ohio's Workers' Compensation law, the bargaining unit employee shall be required to complete the above items in a timely manner.

Section 3. Amount. All members shall be entitled to ninety (90) working days of injury leave with salary continuation and benefits at 100% during every two-year period of employment for a service-connected injury or disability sustained during the performance of duties or as a result of a compensable work-related illness.

Section 4. Requests for Extension. Requests for extending this ninety (90) working day leave period due to extenuating medical circumstances may be made by the injured employee, his designee and/or his physician upon written request. The employee's written request must indicate the length of the extension requested and supporting rationale. An extension of up to an additional one (1) month will be granted if the employee is cooperatively participating in Vocational Works rehabilitation and the extension is supported by the employee's physician. The grant of any other extensions will be determined on a case-by-case basis by the Employer.

Section 5. Additional Claims. Any additional claims in a two (2) year period will be based on the date of injury of the first claim. Each claim shall be reviewed by the Employer who may grant an exception to this article and permit an additional claim within a two (2) year period.

Section 6. Lost Wages. Nothing in this contract provision shall be construed to impair, prohibit, or discourage the right of an employee to file a worker's compensation claim for lost wages under the laws of Ohio. The Township shall have all rights regarding claim administration as provided for under Workers' Compensation laws of the State of Ohio, e.g., independent medical examinations, transitional work, etc.

Section 7. Procedure.

- A. Pay on Date of Injury. Whenever a member is required to stop working because of a service-connected injury or disability, he shall be paid for the remaining hours of that workday and such time shall not be charged to leave of any kind.
- B. Application. In order to be able to receive payment in accordance with the provisions contained herein, an employee injured in the line of duty shall complete the required steps for eligibility certification established by the Employer and apply to the Bureau of Workers' Compensation for medical benefits only. Pending the determination of the claim's compensability, an employee may use any accrued sick leave, vacation leave, or other available paid leave to cover the time during which he is unable to work. Upon the approval of the claim for medical benefits by the Bureau of Workers' Compensation, the employee will be re-credited with all paid leave that was used to cover the time it took for the claim to be initially determined as compensable and will receive his regular rate of pay for the remaining time during the ninety (90) day period.
- C. The seven (7) day requirement shall be waived and injury on duty leave for an amount of time less than seven (7) days as a result of an injury received in the line of duty while working for the Township shall be permitted under the following circumstances:
1. The employee must seek immediate medical treatment from a physician on the list of Township approved providers (Appendix C); and
 2. If the information provided by the employee's treating physician establishes that the injury would otherwise qualify for IOD but for the duration that the employee is disabled from employment.
- D. Required Information to Substantiate Need for Leave. All employees on injured-on-duty leave must have their physician complete a short medical report form every thirty (30) days which verifies the status of the employee as related to the need for injured on-duty pay; employees are required to turn in said short medical report form to the Police Chief in order to receive injured on duty pay every two (2) weeks in advance of, and in accordance with, the payroll process. The Employer may require an independent medical examination pursuant to the rules and regulations of the Bureau of Workers' Compensation.
- E. Transitional Work/Light Duty Program. The Transitional Work Program will be used to direct the work of all employees injured during the course and scope of employment and whose work restrictions are a direct result of the occupational injury. When an employee is released to return to work with restrictions, the employee, prior to starting work, shall present the Employer with the medical return to work notice that indicates the employee can return to work under restricted function, commonly known as "light duty."

The Employer will correspond with the medical provider issuing the notice to determine the employee's limits as far as the essential functions of the transitional work that may be assigned to the employee. If the employee requesting transitional duty was not injured in a work-related accident, the employee will be required to provide adequate medical documentation to support the return to work or sign a medical release to enable the Employer to obtain medical records from the employee's treating physician related to the injury/medical condition.

The Employer will reasonably determine if the employee is eligible for assignment to the Transitional Work Program. The Employer will assign the employee approved for transitional work to an assignment for a period not to exceed sixty (60) calendar days.

The transitional work assignments will be at the discretion of the Employer, but shall be reasonably related to the employee's job description and function as a police officer. Transitional work assignments are not permanent jobs and will not be construed as new positions or vacancies.

At the end of sixty (60) calendar days, the Employer and the employee's medical provider will make a decision as to the employee's ability to return to his or her regular assignment. It will be the expectation of the Employer that all employees will make the transition into their regular assignments within sixty (60) calendar days. If the employee cannot perform regular assignments at the end of the sixty (60) calendar day limit, the Employer may extend the transitional assignment for a period of ten (10) more working days. An employee that was injured in a work-related incident will not be eligible to return to IOD status at the expiration of his or her Transitional Duty.

- F. Required Information to Return to Duty. When an employee returns to work from injured-on-duty leave and has provided the Employer with the appropriate and required medical documentation that the injury resulting from the subject claim has been treated, healed and/or resolved, the injured-on-duty claim and related injury shall be deemed closed unless otherwise supported by factual, medical evidence and documentation. As soon as an employee is released to work, with or without restrictions, at any time after injury or during any period of disability directly related to the work-related injury, the employee shall timely contact his department head or other appropriate personnel to advise of his status and to schedule his return to work. If the employee fails to timely advise his department head or other appropriate personnel of his return-to-work status then the employee may be subject to discipline, including but not limited to for being absent without leave.

Section 8. Denial of Claim/Reimbursement. If, for any reason, the employee's claim is finally disallowed by the Ohio Bureau of Workers' Compensation, IOD leave shall terminate and payment made under this section shall be subject to reimbursement to the Township through the debiting of sick leave, personal days, or vacation days or through other arrangements with the Township. Any continued absence shall be governed by provisions of this Agreement governing

sick leave, vacation and/or personal days. If the claim is subsequently allowed by an appellate court, any paid leave (e.g., sick, vacation, personal leave) taken by the employee shall be credited with said leave time and the time off shall be converted to IOD leave.

Section 9. Concurrent FML/Exhaustion of IOD Benefits. In accordance with the Employer's policy, Family and Medical Leave time is run concurrently with all paid time, including IOD benefits, used for a qualifying condition. An employee that has exhausted IOD leave shall take his accrued sick, vacation, and personal leave prior to receiving unpaid Family and Medical Leave or unpaid leave of absence. Any request for unpaid Family and Medical Leave or unpaid leave of absence shall be in writing.

Section 10. Court Appearances/Training During Injury Period. Any bargaining unit member who is on I.O.D. leave and/or workers' compensation and who must appear in court, attend training, or attend other police-related business, will not receive additional compensation for his attendance.

Section 11. Health Care Coverage. An employee's health care coverage shall remain in effect during the period that he is receiving IOD benefits. If an employee is on Worker's Compensation status, health care coverage shall remain in effect for a period of one (1) year, with the employee required to pay his share of the premiums.

ARTICLE 32 JURY DUTY LEAVE

Section 1. A member serving upon a jury or subpoenaed to be a witness in any court of law will be paid his regular wages for each workday he is so serving, less whatever amount such member may otherwise receive as compensation for jury or witness duty. Time so served shall be deemed active and continuous service for all purposes. Members called for jury duty will be reassigned to hours corresponding with the court hours for the duration of jury duty. When a bargaining unit member is subject to jury duty, the member will keep the department informed daily as to his/her jury duty status, and will report to work those days they are excused from jury duty when half or more of the shift remains.

ARTICLE 33 MILITARY LEAVE

Section 1. All employees of the County who are members of the Ohio National Guard, the Ohio organized Militia, or members of other reserve components of the Armed Forces of the United States, are entitled to leave of absence from their respective duties without loss of pay for such time as they are performing in the uniformed services, as defined in Section 5923.05 of the Ohio Revised Code, for periods not to exceed a total of one (1) month in any one calendar year. For the purpose of this article, "month" shall mean twenty-two (22), eight (8) hour work days. The member may, at his option, elect to use accumulated vacation and receive vacation pay in lieu of military leave pay.

Section 2. The employee is required to submit to the appointing authority an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which an employee is entitled to compensation in any one calendar year under this provision is one hundred seventy-six (176) hours.

Section 3. Employees called or ordered to the uniformed services, as a result of an executive order issued by the President of the United States, an Act of Congress, or because of an order to perform duty issued by the Governor, pursuant to Section 5919.29 or 5923.21 of the Revised Code, for longer than one hundred seventy-six (176) hours in a calendar year in which the employee performs service in the uniformed services, is entitled, during the period designated in the order or act, to a leave of absence and to be paid during each monthly pay period of that leave of absence the lesser of the following:

- A. the difference between the employee's gross monthly wage or salary as an employee and the sum of the employee's gross uniformed pay and allowances received that month;
- B. five hundred dollars (\$500.00).

However, no employee is entitled to these payments if the sum of his gross uniformed service pay and allowances received in a pay period exceeds his gross wage or salary from the Employer for the same period.

Section 4. The employee shall be responsible for notifying the Employer upon notification to report for military duty. It is also the employee's responsibility to notify the Employer of the beginning/ending dates of his/her military service and military rate of pay.

Section 5. Reinstatement after service in the uniformed service shall be governed by state and federal law. However, to the extent not provided by law, the parties agree that an employee on leave without pay as a result of performing service in the uniformed services shall continue to accrue seniority and if the employee requests reinstatement within thirty-one (31) days of his discharge from uniformed service, the Township shall reinstate the employee at the same rank as when he left (with full credit for priority seniority.) The Township may require the employee to establish that his physical and mental conditions have not been impaired, so as to render him incompetent to perform the duties of his position.

ARTICLE 34 PREGNANCY LEAVE

Section 1. An officer who is pregnant or adopting a child less than one (1) year of age shall be granted a leave of absence without pay for a period not to exceed three (3) months upon request by the member in writing. If the member is pregnant, such leave need not be taken until the condition interferes with the regular and satisfactory performance of her duties, or in the case of adoption, until the obtaining of custody. The Township may require a statement from the member's doctor that her condition will not interfere with the regular and satisfactory performance of her duties.

Section 2. During pregnancy leave, a member will continue to accrue seniority, and may continue to participate in the insurance benefits provided herein by payment of the group rate for such benefits. Upon returning from pregnancy leave, the member shall be reinstated to her former rank with full seniority.

ARTICLE 35 BEREAVEMENT LEAVE

Section 1. In the case of the death of a member of the employee's immediate family, an employee will receive three (3) consecutive working days off, deducted from the employee's sick leave balance, and one (1) of which must include the day of the funeral. Additional day(s) may be granted under the same conditions, with the approval of the Employer.

Section 2. Immediate Family Defined. Immediate family is defined as the employee's spouse, child, step-child, parent, step-parent, parent-in-law, sibling, half-sibling, sibling-in-law, aunt, uncle, grandparent, and grandchild. Leave for additional relatives may be granted by the Chief on a case by case basis.

ARTICLE 36 LEAVE WITHOUT PAY

Section 1. The Township may grant temporary leave without pay for a period not to exceed sixty (60) days per calendar year upon written request of a member for good cause shown, and such requests will not be unreasonably denied. No more than one (1) bargaining unit member at a time shall be granted such leave and no more than one (1) request per year shall be entertained by the Township for any given bargaining unit member during a two (2) year period.

Section 2. A member who is unable to work due to sickness, injury, or illness, and who has exhausted all available leave, shall be granted leave without pay for up to one (1) year, if requested by the member in writing. Any member granted leave as set forth herein without pay shall be reinstated at his former rank without loss of seniority, accrued to the date leave without pay was taken, if physically and mentally competent to perform his duties.

ARTICLE 37 COMBINED LEAVE

Section 1. A member who has exhausted all available sick leave, but who is otherwise entitled to take sick leave, shall be entitled to take unused accumulated compensatory time and vacation time prior to taking leave without pay.

Section 2. A member who has exhausted all available injury leave shall be entitled to take unused accumulated sick leave, without compensatory time and vacation time prior to taking leave without pay.

Section 3. Any past practice regarding light duty work for employees who are not subject to the injured on duty provision of the contract is abolished.

The right to assign temporary work to employees on injured on duty rests exclusively with the Township.

All employees who have otherwise exhausted all of their available sick leave, accumulated time, vacation time, and holiday pay shall be entitled to receive either one hundred sixty (160) hours of additional sick pay or shall be assigned to temporary light duty work for no more than one hundred sixty (160) hours at the option of the Township. Sick time hours which are granted and then used under this option shall be subtracted from the total amount of one hundred sixty (160) hours. The hours used by the employee shall be reduced from the 160 total hours available. The sum total of one hundred sixty (160) paid sick hours, or as reduced by its use, shall only be available for use one time during an employee's tenure.

The parties agree that the one hundred sixty (160) additional sick pay hours granted under this addendum shall not be included in the total sick time accumulated of any officer for purposes of the retirement pay out.

ARTICLE 38 FAMILY MEDICAL LEAVE ACT

Section 1. The parties agree to be bound by the provisions of the Family and Medical Leave Act (FMLA) of 1993, and as set forth herein.

Section 2. Any leave taken by an employee for the following reasons shall be applied against the employees' entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave:

- A. The birth of a son or daughter, and to care for the newborn child;
- B. The placement with the employee of a son or daughter for adoption or foster care;
- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- D. Because of a serious health condition that makes the employee unable to perform the function of his or her job.
- E. For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above. Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family Medical Leave Act shall not be reduced to comply with the FMLA. No employee shall lose seniority during the period of time that is attributable to the Family Medical Leave Act.

Section 3. In addition, the employee may be eligible for twenty-six (26) workweeks of leave during a "single 12-month period" to care for a covered service member with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the service member.

Section 4. No employee shall lose seniority during the period of time that is attributable to the Family Medical Leave Act. An employee shall not be required to use paid leave benefits provided in this Labor Agreement prior to the use of unpaid leave.

ARTICLE 39 ATTENDANCE INCENTIVE

Section 1. Each member subject to this agreement shall be paid in first pays in January, April, July, and October. The parties agree that members shall receive their hourly rate of pay at time and one-half for the remainder of the Agreement. Quarterly incentive awards for work attendance as follow:

Perfect Attendance = Perfect Attendance/No sick days as defined in Article 30 and in accordance with Section 2, following.

Perfect attendance quarterly incentives shall be paid at 5.7 times the member's hourly rate at one and one-half (1-1/2) times or one hundred fifty dollars (\$150.00) whichever is greater for perfect attendance.

Periods of attendance are to be: January – March, April – June, July – September, October - December.

Section 2. Employees absent from work due to vacation, holiday, bereavement leave, military leave, attendance at seminars, training functions or other duty-related absences from normal work schedules shall not be considered as absent from work for the purpose of this benefit. Employees absent from work after the day of a duty related injury who are on I.O.D. or Workman's Compensation will not be eligible for the Attendance Incentive.

ARTICLE 40 TRAINING

Section 1. The parties agree that the employer may adjust the bargaining unit member's hours of work for the purpose of compensating members for their travel and attendance at training sessions and in-service training classes.

The employer agrees that no equalization of hours will exceed or conflict with the normal work periods, as defined by the current Collective Bargaining Agreement, Article 19, Section 1.

Section 2. Master Patrolman Classification. Bargaining unit members may receive a bonus check if the following conditions are completed each year:

- The bargaining unit member must have attended/taken twenty (20) hours of department approved training on their own time each calendar year of the agreement to obtain compensation the each year.
- The bargaining unit member will obtain prior approval to attend training classes, and the township will pay the tuition cost for the training. In addition, the bargaining unit member may take such on-line classes that are on a list approved by the Chief of Police.
- Officers will be required to submit a department provided form that documents the date and time of the training they attended to the Chief of Police or his designee. The Chief will review and sign the form and forward this documentation to the Fiscal Officer's office for payment.

Compensation for officers who attended twenty (20) hours of training in a calendar year shall receive three hundred fifty dollars (\$350) to be paid within thirty (30) days after approval by the Chief.

Officers will be covered by the Township workers compensation plan while attending approved training under this section.

Section 3. Training Incentive Program. Any officer that serves as a departmental trainer shall receive one (1) hour of compensation at his regular rate of pay for every eight (8) hours spent training. Departmental trainers are assigned at the discretion of the Chief of Police. Officers will not be compensated unless they have been designated as a departmental trainer by the Chief of Police and are actually providing training as assigned and scheduled by the Chief of Police.

ARTICLE 41 LABOR-MANAGEMENT AND SAFETY COMMITTEE

Section 1. The Labor-Management and Safety Committee shall consist of the Township Trustees or their designee, the Chief of Police or designee, and a member of the bargaining unit, and the union representative, if needed. It is mutually agreed that this committee shall meet as needed, after a written request from either party, for the following purposes: to discuss pending issues and to promote a more harmonious Labor / Management relationship; to discuss ways to improve efficiency within the Department; and, to discuss safety and health issues of the Department. The Employer and the OPBA shall comply with all applicable federal and state laws, rules, and regulations with regard to safety. If an agreement is reduced to writing and not followed, it shall be subject to the contractual grievance procedure (Article 11) for either management or the union.

ARTICLE 42 PERFORMANCE PROTECTION

Section 1. Performance Protection. The Township agrees to pay attorney fees if any, for the bargaining unit member sued as a result of the performance of his duties for the Township. The

Township will also pay attendant costs of litigation as deemed necessary for the defense of said bargaining unit member as required by the attorney. (For example, subpoena fees, costs of depositions.) The bargaining unit member, within five (5) business days of having personally received a summons on complaint, or other documentation indicating that the member has been named in lawsuit as a result of the performance of his or her duties for the Township, shall submit in writing to the Chief of Police the name of an attorney, including proposed hourly fee, requested for defense. The attorney shall be selected by mutual agreement between the member involved and the Township Administrator for submission to the Board of Trustees for final authorization in accordance with Ohio law. The Township Administrator shall, within ten (10) business days of the Chief of Police having received such a request, and on behalf of the Board of Trustees, forward in writing to the bargaining unit member authorization to proceed with utilizing said legal services.

A bargaining unit member's failure to comply with the five (5) business day requirement for submitting the name of an attorney to the Chief of Police will result in that bargaining unit member's assuming responsibility for payment of all legal services related to personal counsel in a cause of action or pending litigation against that member.

Section 2. Individual Legal Counsel. The Township shall not be required to provide individual legal counsel as provided under the provisions of Section 1 when the member of the bargaining unit is not named as a defendant in a lawsuit which resulted from an alleged act or omission of the bargaining unit member or members while performing their duties on behalf of the Township. Instead, the Township will assure that proper legal representation is acquired and maintained for lawsuits. If it is later determined that an employee is being named as a defendant, said employee may select an attorney to represent them at the Township's expense. To clarify, if a bargaining unit member is named as a defendant, the Township shall be required to provide legal counsel at the member's request.

ARTICLE 43 DETRIMENTAL FORCE/CRITICAL INCIDENT

Section 1. For purposes of this article, a "Detrimental Force/Critical Incident" is generally defined/categorized as a situation where an officer is directly involved as a participant in the following: shootings; hostage situations; severe physical assaults; bombings; severe auto accidents; natural disasters; suicides; traumatic injuries; multiple fatalities; child fatalities; and sudden or violent deaths of fellow workers or family members. In case of a Detrimental Force/Critical Incident, the involved member at the direction of the Chief of Police, or upon their request and with approval of the Chief of Police, shall be placed on administrative leave, without loss of pay or benefits, pending results of an investigation and/or evaluation. If alternative psychological services are available at no cost to the employer, the employee shall seek to utilize these services first. If no staff psychologist or certified support group is available, one will be chosen mutually by both parties. The initial psychological evaluation and initial counseling session shall be paid for by the employer. For purposes of this section, administrative leave shall terminate when the chosen/assigned psychologist determines that an employee is capable of

returning to work. The decision of the chosen/assigned psychologist shall be final and non-appealable. Additional therapy or counseling upon termination of administrative leave will require use of an employee's sick time if psychological counseling is scheduled while on duty.

ARTICLE 44 DISCIPLINE

Section 1. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No employee shall be suspended (including working suspensions), discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning.
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, violation of work rules, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 3. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 4. Whenever the Employer determines that an employee may be suspended, reduced in position, or terminated, a predisciplinary meeting will be scheduled to respond to the charges. The Employer shall notify the employee and the Union in writing of the charges against the employee and what discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held within twenty-four (24) hours, between management and the employee.

The employee may be accompanied by a Union steward or officer during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. Resolution to disciplinary action, where the employee has declined Union representation, shall not serve as precedent in future disciplinary matters. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 5. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within seven (7) calendar days from receipt of the notice of discipline by the employee. Disciplinary actions not involving a loss in pay may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

Section 6. Any employee under indictment or arrested for a felony shall be placed on an administrative leave of absence with pay until resolution of the court proceedings or administrative action is taken. An employee found guilty by trial court may be summarily discharged, and any accrued unused leave will be forfeited to offset the time spent on administrative leave. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this article. An employee under indictment is specifically prohibited from working an off-duty job that may require the exercise of his police powers/authority.

The Board of Trustees may, in its discretion, place an employee on administrative leave without pay for a period not to exceed two months, if the employee has been charged with a violation of law that is punishable as a felony. The employee shall be given the option of using accrued unused vacation leave prior to being placed on unpaid administrative leave. If the employee subsequently does not plead guilty to or is not found guilty of a felony with which the employee is charged or any other felony, the Employer shall pay the employee at the employee's base rate of pay, plus interest, for the period the employee was on the unpaid administrative leave. Interest will be based on the quarterly interest rate provided by the Internal Revenue Service to compute back pay.

Section 7. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning and Written Reprimands	twelve (12) months
Suspensions, Reductions, and Demotions	twenty-four (24) months

Section 8. Preemption of Law. The parties agree that through their agreement to this article and Article 11, it is their intent to preempt the provisions of Ohio Revised Code sections 124.06, 124.34(B) and (C), 505.491 through 505.495, and 733.12.

ARTICLE 45
MISCELLANEOUS

Section 1. The Township agrees to pay for all long distance telephone calls employees are required to make in the performance of their assignments.

Section 2. Time Changes. When a member works the midnight shift in the fall, and works a nine (9) hour shift, the member shall be compensated one (1) hour overtime at the appropriate rate of pay.

When a member works the midnight shift for the spring time change, the member will not report to work one (1) hour early, but instead will receive pay for seven (7) hours worked and one (1) hour non-worked administrative time. However, for any overtime on that shift, the first hour will be paid at straight time rather than time and one-half.

Section 3. Field Training Officer. The Township and the Association desire to encourage police officers to volunteer to participate as Field Training Officers.

1. Officers must request, in writing, that they be considered for FTO positions, which shall include their supporting rationale in serving as an FTO.
2. Selected officers shall receive training as FTOs.
3. Officers entering the FTO training program agree to remain as FTOs for a minimum period of three (3) years, or the completed training of four (4) individuals, whichever comes first; this requirement shall not preclude an individual from choosing to continue as an FTO beyond the three year minimum period or completed training of four (4) individuals.
4. Officers that become trained as FTOs agree to accept and properly train all new officers assigned to them by the administration of the department.
5. FTOs shall be required to maintain and complete all required documentation regarding the progress of the individual they are training as provided by the administration of the department.
6. FTOs agree to complete a final report regarding the status of each individual they have trained which lists the strengths and weaknesses of the individual.
7. Compensation shall be based upon each 8-hour block of training that an FTO completes with any new officer assigned to them and shall include two (2) hours of compensation for every eight (8) hours of training.
8. Officers will not be compensated as an FTO unless they have been designated as an FTO and have completed the required documentation.

Section 4. Use of Unmarked Vehicles. Members assigned unmarked vehicles may take their vehicles home with the following restrictions.

1. Vehicles shall only be used for to and from township work and other duty related details.
2. Any member who changes his/her place of residence shall be reviewed by the township for continued use of the vehicle.
3. All existing departmental rules and/ or directives controlling this use of vehicle shall remain in full effect.

Section 5. Dog Handlers. It is the intent of this provision to provide full compensation as required by the Fair Labor Standards Act to those members who are responsible for the care, feeding, exercising, and boarding of a Township-owned dog.

Every calendar month each canine officer will be provided with twelve (12) hours of A/T time and two (2) hours of pay at the regular rate.

As further compensation, the Township agrees to provide a marked police unit that the officer may use to transport his canine to and from work. It is agreed that the use of this vehicle off-duty is restricted and can only be used when the officer is involved in a duty related function.

Additional Township Responsibilities:

1. Township agrees to purchase the necessary type and amount of dog food needed to maintain a healthy dog.
2. Township agrees to pay any and all necessary medical expenses for the dog.
3. Township agrees to provide initial training of officer and dog. Any mandated certification or re-certification for officer or dog will be conducted on departmental time.
4. Township agrees that after a dog has been judged, by mutual agreement, to be unfit for continued police service, the dog handler will be sold the dog for \$1.00.
5. Township agrees to pay for housing the dog in a kennel in the event the officer goes on vacation out of town up to twenty-one (21) days per year.

Officers' Responsibilities:

1. Officers agree to house dogs at their residences.
2. Officer agrees to be responsible for health, safety, and supervision of the dog both on and off duty.

3. Maintenance of the dog to include regularly scheduled veterinarian visits, grooming and bathing will be conducted on the extra day off provided each month in this agreement.
4. Officers agree to stay employed with the Boardman Police Department for at least five (5) years from the date of completion of basic dog training.
5. Canine Officers agree that if they voluntarily leave employment with Boardman Township with the exception of a disability leave, or decide that they no longer wish to be a canine handler prior to the end of the five-year period, the officer will be held financially liable for the cost of the dog based on a pro-rated formula. The formula will be computed in the following manner. The cost of the dog and the initial training would be added and then divided by 60 to equal 5 years. If an officer leaves early, then the number of months remaining from the sixty (60) month commitment would be multiplied by the cost per month. An example of this formula would be the following: the dog cost \$6,500.00 and the initial training cost \$500.00. The total cost would be \$7,000.00 divided by 60 = \$116.66 per month for every month left on the five (5) year commitment. The officer will be exempt from this condition if the dog can be satisfactorily retrained to be used by another officer.
6. In the event that a dog must be retired with less than five (5) years' service, then the handler agrees that if the animal is able it will be used for stud services, the proceeds will be surrendered to Boardman Township.
7. Officers agree to see that the vehicles assigned to them for canine use are properly cleaned and maintained.
8. The Township agrees to provide K-9 Officers with \$300.00 per year for cleaning and/or maintenance purposes related to housing dogs, upon submission of appropriate receipts for reimbursement.

Section 6. Weapons. The Township will provide each member with a duty weapon. Officers may purchase their duty weapon for \$1.00 upon retirement.

Section 7. Employee Status Update Requirements. All members of the bargaining unit who are on injury leave, workers compensation, sick leave or any other leave provision of this agreement who are absent from work for a period greater than two (2) consecutive/continuous work weeks are required to maintain communication with departmental supervisors regarding their personal leave status and potential return to work. Members of the bargaining unit shall accomplish this maintenance of communication and status update by, health permitting, reporting to the police station at least one (1) time every two weeks for purposes of, but not limited to, checking electronic mail and messages, obtaining information related to any new work rules or regulations issued to members of the department, etc.

Section 8. Range Time. All members of the bargaining unit shall receive two (2) hours per month of paid range time, to include only fees incurred at a range, with receipts submitted for

reimbursement. The Township reserves the right to select the appropriate range(s) for purposes of this provision.

Section 9. Random Drug & Alcohol Testing. The parties' Drug and Alcohol Testing Policy is attached and incorporated into this Agreement as Appendix C.

Section 10. Crime Scene Investigator. The Township proposes an annual \$500 lump sum bonus to bargaining unit members serving as CSI as assigned by the Chief of Police. Said amount shall be paid in April of each year and shall be prorated for partial year service as a CSI.

ARTICLE 46 PHYSICAL FITNESS EVALUATION

Section 1. The parties have agreed to this voluntary physical fitness evaluation process as an encouragement for employee fitness. Prior to participating in the fitness evaluation program, an employee must submit documentation verifying that the employee has submitted to a physical examination within the three (3) months prior to the evaluation.

Section 2. An employee that participates in the department's annual fitness evaluation shall be compensated as follows:

- A. For each component passed, the member shall receive the amount of one hundred dollars (\$100.00).
- B. The employee shall receive an additional amount of fifty dollars (\$50.00) if he passes all six (6) components.
- C. In order to qualify for fitness evaluation compensation an employee must participate in all components of the evaluation unless excused by the Chief or his designee.
- D. Payment shall be made the first full pay period in November of each year.

Section 3. Participation in the fitness evaluation shall be voluntary, and shall take place during off-duty hours. No additional compensation shall be provided for the voluntary participation in the evaluation process.

Section 4. The employee shall not have either his failure to participate or his performance on the evaluation considered for any purpose other than as provided in this article.

Section 5. The components shall be:

- 1. 22 push ups (no time frame)
- 2. 31 sit ups (no time frame)
- 3. 160 lb. body drag for 25 yards (no time frame)

4. One (1) Rep. bench press @ 63% of your body weight
5. 300 meter run in 66 seconds (or less)
6. 1.5 mile run in 16 minutes 36 seconds (or less)

Section 6. Any injury sustained while participating in the fitness evaluation shall not be eligible for Injury on Duty Leave pursuant to Article 31 of this Agreement.

ARTICLE 47 FIREARMS PROFICIENCY PAY

Section 1. Upon passage of the firearms qualifications during the first opportunity to qualify in each calendar year as required by the Employer, those employees who meet or exceed the certification requirements will be given a proficiency allowance in the amount of two hundred dollars (\$200.00). Satisfactory qualification will be evidenced by a letter of qualification from the range officer or training officer to the employee or the Township. Payment of the firearms proficiency allowance shall be made by the first pay period in August.

ARTICLE 48 DURATION

Section 1. This Agreement shall be effective as of January 1, 2024, and shall continue in full force and effect until December 31, 2026. Notwithstanding the effective date of the Agreement, the parties agree that only the provisions regarding Compensation are retroactive in application. The parties shall commence negotiations for a new contract no later than November 1, 2023.

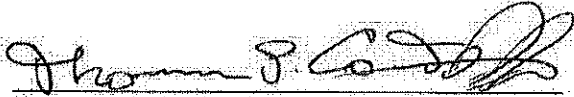
SIGNATURES

Signed and dated at Boardman, Ohio, on this 31st day of October, 2023.

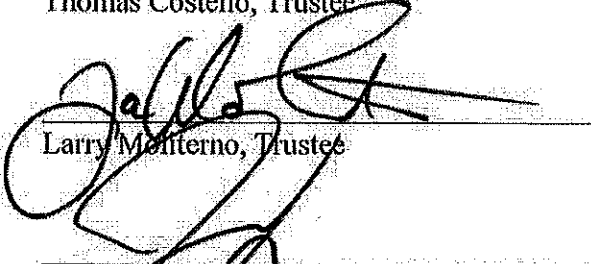
For Boardman Township



Brad Calhoun, Trustee

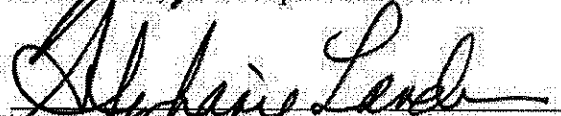


Thomas Costello, Trustee

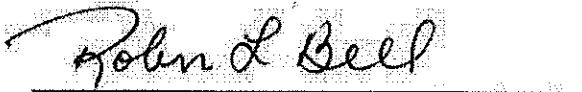


Larry Montelero, Trustee

Jason Foree, Township Administrator

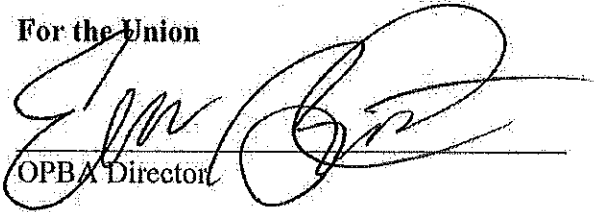


Stephanie Landers,
Deputy Township Administrator




Robin L. Bell Negotiator
Clemans, Nelson & Associates, Inc.

For the Union



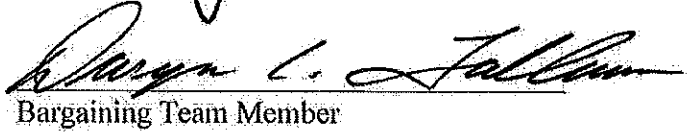
OPBA Director



OPBA Director



Bargaining Team Member



Bargaining Team Member



Adam Chaloupka, OPBA Attorney

**APPENDIX A
SICK LEAVE CONVERSION OPTIONS**

Article 30, Section 5 Option #1 Non-Pensionable

	<u>Pay/Year</u>
7/17/07-7/17/08	26
7/17/08-7/17/09	26
7/17/09-7/17/10	26

Hours 7/17/07	1228.23
3 year	60%
	736.94

	<u>Hr rate</u>	<u>\$</u>		<u>Per pay</u>	<u>Inc hr rate</u>
Total Dollars	\$	27.97	78	\$264.26	\$3.31
		3/26/2008	61	\$337.94	\$4.23
		3/29/2008	60	\$343.54	\$4.30
		4/12/2008	59	\$349.36	\$4.37

Article 30, Section 4 Option #2 Partially Pensionable

SICK TIME BUY BACK OPTION (*LIMITED PENSIONABLE*)

Up to 120 hours from prior years (non-pensionable)
 120 hours earned in calendar year less any hours taken in calendar year (pensionable)
 50% of total above

APPENDIX B
IOD/WORKERS' COMPENSATION PROVIDERS

Note: The attached list represents the Township's list of approved providers for IOD. The list will be updated in January of each year.

Anyone requesting a physician not on the list must contact the Union so that the request can be forwarded to the City for consideration. Bargaining unit members with existing claims may remain with their respective physician of record (POR) for that claim.

Boardman Township				
<u>IOD/Workers' Compensation Providers (Alphabetical Listing)</u>				
Full Name	Address	City	Phone	Primary/Specialty
Aey, John P., MD	10 Dutton Drive	Boardman	330-746-7691	Ophthalmology
Aey, John P., MD	1075 W. Western Reserve Road	Poland	330-746-7691	Ophthalmology
Akron Burn Center	300 Locust St. ste. 560	Akron	330-434-5341	Burns
Arters, Joseph Canby, DPM	1300 S. Canfield-Niles Rd	Austintown	330-792-6519	Podiatry
Baer, David DPM	3660 Starrs Centre Dr.	Canfield	330-702-0707	Podiatry
Bailey, Rebecca, MD	960 Windham Ct. #1	Boardman	330-726-5673	Pulmonary Disease
Bak, Edward P., DPM	6960 Market Street	Youngstown	330-758-3434	Podiatry
Balmenti, Phillip E., DPM	827 McKay Court	Youngstown	330-758-1422	Podiatry
Bautista, Manuel, MD	960 Windham Ct. #1	Boardman	330-726-5673	Pulmonary Disease
Biondi, John, MD	7067 Tiffany Blvd., Ste. 280	Austintown	330-668-4055	Orthopedics-hand
Black, Michael, MD	6615 Clingan Rd. Ste. C	Poland	330-757-7888	Family Practice
Brockner, Brian P, MD	1616 Covington St.	Youngstown	330-747-9215	Neurological Surgery
Bury, Troy	4030 Boardman-Canfield Road, Ste. 100C	Canfield	330-702-5555	Chiropractic
Chuba, Vern, M, DPM	819 McCartney Rd.	Youngstown	330-746-7660	Podiatry
Clautti, Christopher, DC	850 McKay Court	Boardman	330-726-6339	Chiropractic
Cosentino, Edward F., DPM	603 N. State Street	Girard	330-545-4993	Podiatry
DeChellis, Ernest, DO	3002 State Route 5	Cortland	330-637-1000	General Practice
Detesco, Thomas, MD	7341 Eisenhower Road	Boardman	330-726-1138	Family Practice
Devito, Peter, MD	7600 Southern Blvd. Ste. 2	Boardman	330-758-3985	General Surgery
DiMarzio Lynn, PhD	8170 South Ave.	Youngstown	330-726-2965	Psychologist
Donatelli, Shawn, DO	7067 Tiffany Blvd.	Boardman	330-758-2748	Pain Management
Ebert, Daniel, MD	1485 E. Western Reserve Rd.	Poland	330-757-1495	Orthopedics-hand
El-Hayek, Salim, MD	515 N. Meridian Road	Youngstown	330-799-1861	General Surgery
Engle, Michael, MD	822 E. Western Reserve Road	Poland	330-758-8223	Physical Med /Rehab

Boardman Township IOD/Workers' Compensation Providers (Alphabetical Listing)				
Full Name	Address	City	Phone	Primary/Specialty
Erzurum, Sergul, MD	10 Dutton Drive	Youngstown	330-792-7691	Ophthalmology
Erzurum, Sergul, MD	1075 W. Western Reserve Road	Poland	330-792-7691	Ophthalmology
Evan, Michael, MD	6615 Clingan Rd. Ste. C	Poland	330-757-7888	Family Practice
Gerberry, Robert, OD	1075 W. Western Reserve Road	Poland	330-746-7691	Optometrist
Goldstein, Lawrence, MD	960 Windham Ct. #1	Boardman	330-726-5673	Pulmonary Disease
Gross, Eric	6674 Tippicanoe Road	Canfield	330-533-0919	Physical Med / Rehab
Gugliotti, Matthew, MD	6615 Clingan Rd. Ste. C	Poland	330-757-7888	Family Practice
Guttikonda, Prasad, MD	611 Belmont Ave.	Youngstown	330-744-2991	Psychiatry
Hometown Urgent Care	1997 Niles-Cortland Road	Howland	877-841-0044	Urgent Care & Work Care
Innocenzi, Anthony E., DPM	5385 Market Street	Boardman	330-788-1178	Podiatry
Kartan, Ritha, MD	960 Windham Ct. #1	Boardman	330-726-5673	Pulmonary Disease
King, Steven, MD	725 Boardman-Canfield Rd, Bldg. D	Boardman	330-783-9690	Psychiatry
King, Steven, MD	1950 Niles Cortland Rd. NE	Howland	330-609-8588	Psychiatry
Kollipara, Roop K., MD	540 Parmalee Ave., Ste. 410	Youngstown	330-747-1106	Allergy/Immunology
Kollipara, Roop K., MD	1280 Boardman-Canfield Rd.	Boardman	330-629-2494	Allergy/Immunology
Lyons, Michael, DC	1315 Boardman-Canfield Road	Boardman	330-726-7404	Chiropractics
Lyras, Louis, MD	7600 Southern Blvd.	Youngstown	330-726-0156	General Surgery
Mathur, Pradeep, MD	955 Windham Court	Boardman	330-726-9570	Psychiatry
Matteuci, Gerald, MD	1044 Belmont Ave.	Youngstown	330-286-5330	Pain Management
Nallapaneni, Sudhir K., MD	550 Parmalee Ave. St. 400	Youngstown	330-743-6270	Internal Medicine
Naples, Sandy, DO	6615 Clingan Rd. Ste. C	Poland	330-757-7888	Family Practice
Neville, Leah Jane, DPM	819 McKay Court	Boardman	330-758-4335	Podiatry
O'Brien, Michael, MD	6615 Clingan Rd. Ste. C	Poland	330-757-7888	Family Practice
Passarello, Walter, DO	6615 Clingan Rd. Ste. C	Poland	330-757-7888	Family Practice
Prommersberger, James E., DPM	940 Windham Court	Boardman	330-726-3348	Podiatry
Pusateri, Gene J., DPM	80 E. Midlothian Blvd.	Youngstown	330-782-6113	Podiatry
Ravi, Bhargava, MD	550 Parmalee Ave. St. 400	Youngstown	330-743-6270	Internal Medicine
Reyes, Carmelita R., DPM	1543 E. Market Street	Warren	330-856-7778	Podiatry
Rubino, Nino, MD	6615 Clingan Rd. Ste. C	Poland	330-757-7888	Family Practice
Saadey, Jon, DDS	3620 Stutz Drive	Canfield	330-533-6688	Dentist
Schmutz, Andrew, DC	45 State Street, Ste. B	Struthers	330-755-2500	Chiropractics
Shaer, James, MD	1044 Belmont Ave.	Youngstown	330-480-3990	Orthopedics-hand
Sheakoski, Steven, MD	1044 Belmont Ave.	Youngstown	330-286-5330	Pain Management

Boardman Township IOD/Workers' Compensation Providers (Alphabetical Listing)				
Full Name	Address	City	Phone	Primary/Specialty
St. Elizabeth Corporate Care	45 McClurg Road	Boardman	330-729-1480	Occupational Health
St. Joe's Corporate Care	1296 Tod Ave. NE, Suite 200	Warren	330-306-5030	Occupational Health
Stanich, Michael, DO	7067 Tiffany Blvd.	Poland	330-726-9077	Orthopedics
Wang, H. S., MD	10 Dutton Drive	Youngstown	330-746-7691	Ophthalmology
Wang, H. S., MD	1075 W. Western Reserve Road	Poland	330-746-7691	Ophthalmology
Weiss, Alan, MD	1044 Belmont Ave.	Youngstown	330-286-5330	Pain Management
Wilson, Keith, MD	10 Dutton Drive	Youngstown	330-746-7691	Ophthalmology
Wilson, Keith, MD	1075 W. Western Reserve Road	Poland	330-746-7691	Ophthalmology
Wilson, Keith, MD	242 West 5 th Street	East Liverpool	330-746-7691	Ophthalmology
WORKMED Physicians	8426 Market Street	Boardman	330-884-2020	Occupational Health
WORKMED Physicians	20 Ohltown Road	Austintown	330-884-1600	Occupational Health
WORKMED Physicians	Trumbull Mem. Hos., 1350 E. Market St	Cortland	330-841-1144	Occupational Health
Wyszynski, Richard, MD	10 Dutton Drive	Youngstown	330-746-7691	Ophthalmology-retina specialist
Yakubov, Lyn, MD	10 Dutton Drive	Youngstown	330-746-7691	Ophthalmology
Yarab, Ronald M. Jr., MD	822 E. Western Reserve Road	Poland	330-758-8223	Physical Med /Rehab
Yurich, Joseph, MD	7600 Southern Blvd.	Youngstown	330-726-0156	General Surgery
Yurich, Joseph, MD	7641 Market Street	Youngstown	330-726-0156	General Surgery
Ahn, Nicholas, MD	Chagrin Highlands-3909 Orange Place	Orange	216-844-8301	Orthopedics
Ahn, Nicholas, MD	Kathy Risman Pavillon-1000 Auburn Dr.	Beachwood	216-844-8301	Orthopedics
Ahn, Nicholas, MD	University Suburban Health Center-1611 S. Green Rd.	South Euclid	216-844-8301	Orthopedics
Arnotario, George, MD	905 Sahara Trail	Youngstown	330-726-0100	Cardiovascular
Bell, Gordon, MD	Cleveland Clinic-9500 Euclid Ave. # A41	Cleveland	216-444-2606	Orthopedics
Bell, Gordon, MD	29800 Bainbridge Road	Solon	440-519-6890	Orthopedics
Belvedere, David, MD	905 Sahara Trail	Youngstown	330-726-0100	Cardiovascular
Biondi, John, MD	20 Ohltown Road	Austintown	330-792-9008	Orthopedics-hand
Boniface, James, MD	835 McKay Court	Boardman	330-758-4399	Orthopedics
Boniface, Raymond, MD	835 McKay Court	Boardman	330-758-4399	Orthopedics
Boniface, Thomas, MD	835 McKay Court	Boardman	330-758-4399	Orthopedics
Brockner, Brian P, MD	1616 Covington St.	Youngstown	330-747-9215	Neurological Surgery
Brockner, Robert, MD	1616 Covington Street	Youngstown	330-747-9215	Neurology
Butler, Adrian, MD	7423 Market Street, Ste. 205	Youngstown	330-729-1860	Orthopedics
Cuttica, Robert, MD	6615 Clingen Rd., St. A	Youngstown	330-729-9910	Orthopedics

Boardman Township IOD/Workers' Compensation Providers (Alphabetical Listing)				
Full Name	Address	City	Phone	Primary/Specialty
Duffet, William S., MD	1335 Belmont Ave.	Youngstown	330-747-2700	Orthopedics
Dunne, John L., D.O	1265 Boardman-Canfield Road	Boardman	330-758-9400	Physical and Occupational Medicine
Duran, Arthur, DO	6615 Clingan Rd. Ste. A	Poland	330-757-7888	Family Practice
Ebert, Daniel, MD	1485 E. Western Reserve Road	Poland	330-757-1495	Orthopedics-hand
Ebert, Daniel, MD	2600 Elm Road-1 day a week	Cortland	330-757-1495	Orthopedics-hand
Franco, Alejandro A., MD	540 Parmalee Ave., Ste. 510	Youngstown	330-744-2118	Thoracic Surgery
Furey, Christopher, MD	Twinsburg Health Center 8819 Commons Blvd.	Twinsburg	216-844-7822	Orthopedics
Furey, Christopher, MD	UH Chagrin Highland Heights-3909 Orange Place	Orange	216-844-7822	Orthopedics
Furey, Christopher, MD	Case Medical Center-1100 Euclid Avenue	Cleveland	216-844-7822	Orthopedics
Furey, Christopher, MD	University Suburban Health Center-1611 S. Green Rd.	South Euclid	216-844-7822	Orthopedics
Furey, Christopher, MD	Kathy Risman Pavillon-100 Auburn Drive	Beachwood	216-844-7822	Orthopedics
Garritano, Daniel, MD	4139 Boardman-Canfield Rd., Ste. 2	Canfield	330-533-6999	General Surgery-plastic
Hoffman, David A, DO	1220 Belmont Ave.	Youngstown	330-743-3644	Cardiovascular
Houston, Robert R., MD	905 Sahara Trail	Youngstown	330-726-0100	Cardiovascular
Hout, Wahoub, MD	1001 Belmont Ave.	Youngstown	330-747-6446	Cardiovascular
Jamison, James P., MD	1499 Boardman-Canfield Road	Canfield	330-729-2770	Orthopedics
Joseph, Thomas A., MD	6470 Tippecanoe Rd.	Canfield	330-758-0577	Orthopedics
Kerrigan, James Thomas, MD	6470 Tippecanoe Rd.	Canfield	330-758-0577	Orthopedics
Kohli, Chander M., MD	540 Parmalee Ave., Ste. 310	Youngstown	330-747-1420	Neurological Surgery
Kohli, Chander M., MD	1280 Boardman-Canfield Rd.	Boardman	330-629-2494	Neurological Surgery
Kollipara, Venkata S., MD	540 Parmalee Ave., Ste. 410	Youngstown	330-747-1106	Vascular Surgery
Konya, Meredith, MD	3736 Boardman-Canfield Road	Canfield	330-533-8350	Pain Management
Lattanzio, Anthony, DO	20 Ohltown Road, Ste. 202	Austintown	330-884-1583	Family Practice
Lewis, Robert D., MD	4139 Boardman-Canfield Rd., Ste. 2	Canfield	330-533-6999	General Surgery-plastic
McElroy, John B., MD	904 Sahara Trail	Youngstown	330-758-9787	Urology
Musselman, Paul W., MD	904 Sahara Trail	Youngstown	330-758-9787	Urology
Nagpaul, Amarjeet S., MD	755 Boardman-Canfield Road	Boardman	330-726-5500	Neurology
Obeng, Michael, MD	1044 Belmont Ave.	Youngstown	330-729-1860	General Surgery-plastic
Pantelakis, James, MD	6615 Clingan Rd. Ste. A	Youngstown	330-729-9910	Orthopedics

Boardman Township IOD/Workers' Compensation Providers (Alphabetical Listing)				
Full Name	Address	City	Phone	Primary/Specialty
Picha, Brad, MC	1499 Boardman-Canfield Road	Canfield	330-758-0577	Orthopedics
Raheja, Mita, MD	3622 Belmont Ave.	Youngstown	330-759-8169	Cardiovascular
Scavina, Michael, MD	250 DeBartolo Place, Ste. 2750	Boardman	330-758-7703	Cardiovascular
Schwendeman, Leslie, MD	6470 Tippecanoe Road	Canfield	330-758-0577	Orthopedics-hand
Shaer, James, MD	1044 Belmont Ave.	Youngstown	330-480-3990	Orthopedics-hand
Schricket, Tyson, MD	1044 Belmont Ave.	Youngstown	330-480-3990	Orthopedics
Solmen, James, MD	6470 Tippicanoe Rd.	Canfield	330-758-0577	Orthopedics-foot, ankle
Stanich, Michael, DO	7067 Tiffany Blvd.	Poland	330-726-9077	Orthopedics
Stefancin, John J., MD	1335 Belmont Ave.	Youngstown	330-747-2700	Orthopedics
Stefko, Joseph M., MD	6470 Tippecanoe Rd.	Canfield	330-758-0577	Orthopedics
Weimer, David, MD	1499 Boardman-Canfield Road	Canfield	330-729-2770	Orthopedics
Woods, Susan, MD	20 Ohltown Road	Youngstown	330-799-0210	Dermatology
Yoon, Pyongson D., MD	1044 Belmont Ave.	Youngstown	330-884-4570	Thoracic Surgery
Yossef, Sayed, MD	3304 Stones Throw Ave.	Poland	330-707-1115	Gastroenterology
Young, Gary, MD	715 E. Western Reserve Road	Poland	330-726-3204	Cardiovascular

APPENDIX C
DRUG SCREENING PROGRAM FOR SWORN
EMPLOYEES OF THE BOARDMAN POLICE DEPARTMENT

- I. **POLICY STATEMENT.** The Township of Boardman and the Union recognize their obligation to provide a safe and efficient workplace. They understand that substance abuse poses a direct threat to the public safety and to the welfare of fellow employees of the Boardman Police Department. Public trust and confidence in the integrity of the Police Department is threatened by suspicion of officer drug use. Officer drug use also impacts potential departmental civil liability. This drug screening program ideally will serve to detect and deter prohibited drug use by police officers, thereby, preserving the public trust and confidence in a fit and drug-free Police Department.

The Township and the Union are committed to the principles of prevention and rehabilitation to assist employees in reaching the goal of this Program. This Drug Screening Program (DSP) and the Township's Employee Assistance Program (EAP) are the two primary programs that will be utilized to fulfill the principles of prevention and rehabilitation. Since the success of rehabilitation is to a large extent dependent upon an employee's desire and commitment to achieve rehabilitation, the employee has the primary responsibility of resolving drug problems and their attendant effects on safety and work performance. Employees with a drug problem are, therefore, initially encouraged to seek counseling and treatment at the EAP.

With these objectives in mind, the following policy and procedures on drug abuse have been established:

- A. **LEGAL DRUGS.** Employees shall not use any legal drug to the extent that said drug may adversely affect the employee's safety or job performance or the safety of others. It is the responsibility of the employee to ensure that he/she does not violate this requirement.
- B. **ILLEGAL DRUGS.** The illegal possession, sale, purchase or use of any controlled substance is prohibited whether on or off duty. Employees shall not report to work or be on duty with an illegal drug traceable in their systems.
- II. **DEFINITIONS.** For purposes of this drug screening policy, the following terms shall have the following meanings:
- A. "Employee Assistance Program" (EAP) means the EAP authorized by the Township of Boardman.
- B. "Illegal drug" means any controlled substance as defined in Ohio Revised Code Section 3719.01 (D), the possession or sale of which is prohibited by law.
- C. "Illegal drug usage" includes the use of cannabis or any other controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

**APPENDIX C
(CONTINUED)**

- D. "Legal drug" means any substance the possession or sale of which is not prohibited by law, (i.e.: prescription drugs, over the counter drugs, etc.) which contain any substance set forth in IV I of this document.
- E. "Medical Provider" means the facility mutually approved by the Township and the Ohio Patrolmen's Benevolent Association, which may change from time to time, which collects, screens and/or stores urine samples.
- F. "Medical Review Officer" (MRO) means the physician mutually approved by the Township and the Ohio Patrolmen's Benevolent Association whose primary responsibility is to review and interpret positive test results obtained through this drug screening program.
- G. "Reasonable suspicion" means objective facts or specific circumstances found to exist, including inferences from those facts and circumstances, which present a reasonable basis to believe an employee is using or abusing illegal drugs.
- H. "Substance abuse" means a positive confirmation result indicating the existence of a drug at or above the levels prescribed by the Township and Union and set forth in IV I.
- I. "Traceable in the employee's system" means that the result of the Medical provider's analysis of the employee's urine specimen is positive for the tested substance pursuant to the standards set forth in IV I of this policy.
- J. "Voluntary submission" means any time prior to the employee being randomly selected for testing or prior to being tested for cause.

III. PROCEDURES.

- A. **WHEN SCREENING MAY OCCUR.** Employees may be tested for employment related illegal drug usage under any of the following conditions:

- 1. **Whenever an employee's behavior creates a reasonable suspicion of drug use.** The following is a non-exclusive list of factors which may give rise to reasonable suspicion of substance abuse. Any factor alone, or in combination with other factors may be sufficient to constitute reasonable suspicion.

- a. Direct observation of drug use;
- b. Possession of drugs or related paraphernalia outside employee's scope of employment;
- c. Employee admissions of drug use or possession;

**APPENDIX C
(CONTINUED)**

- d. Symptoms of drug use including, but not limited to, disturbances in gait, slurred speech, impaired gross, or fine motor control;
- e. Any tampering with the drug screening process;
- f. Any arrest for any drug related criminal offense, or the filing of any drug related criminal charge against the employee.

The following factors must be used in combination with other factors and cannot, by themselves, serve to constitute reasonable suspicion:

- a. Attendance problems, including absenteeism, tardiness, or unusual use of sick leave;
- b. Excessive or repetitive vehicular, equipment or other workplace accidents.

2. **Whenever an employee assigned to fill a sensitive position beyond a two week period will be subject to a once a year random test.** This random test will be in addition to the department's random drug test procedure. The "sensitive positions", which may subject the employee to screening, are listed below.

- a. Drug interdiction and enforcement personnel including, but not limited to, the Narcotics and Vice Squads, D.A.R.E. Unit, and other units with high potential for exposure to substance abuse
- b. Special Response Teams, Negotiators and Precision Rifle Units
- c. Evidence Room personnel
- d. Internal Affairs personnel

The Chief and representatives of the Union, shall determine whether a position falls within one of the sensitive position categories.

3. **Whenever an employee returns to duty after an absence of thirty (30) calendar days or more resulting from medical leave or a disciplinary suspension.**

4. **Whenever an employee returns to duty after participation in a substance abuse rehabilitation program regardless of the duration of absence.** Such an employee shall be required to undergo a minimum of twelve (12) urine tests within a two (2) year period starting with the date of return to duty.

**APPENDIX C
(CONTINUED)**

5. **Whenever an employee is certified from a promotional eligibility list.** All promotions will be contingent upon the absence of a confirmation test result.

6. **When randomly selected.** All employees shall be subject to random drug screening. All employees of the Township subject to random testing shall be grouped into one pool for random selection. The random selection is performed by a collection contractor contracted by the Township. The Township will provide employee identification information to the contractor for use in a random selection database. The non-Township testing entity will ensure that all employees subject to random testing have an equal statistical likelihood of being selected for this mandatory random testing. If the Township is under Level 2 status under the Ohio Worker's Compensation program, the drug testing percentage will be at least ten percent (10%) of the average number of employees annually. If/when Level 3 is obtained, the drug testing percentage will be increased to at least twenty-five (25%) of the average number of employees annually. The contractor will furnish the Township with a list of individuals to be tested at the beginning of each selection period. Notification of screening will be withheld from the selected employee until the day of the screening so that the screening is not compromised. All screenings shall take place during the employee's regular work shift. Any selected employee who is on an approved leave status during the current screening process will automatically be tested in the next random screening.

7. **Post Accident Testing –** Any employee who may have caused or contributed to an accident may be subject to Post Accident Testing. No post-accident test is required if all of the following circumstances exist:
 - a. The accident resulted in no injury or a minor injury, even when off-site medical attention was required;
 - b. There was no violation of work rules;
 - c. An accident investigation determined there was no reasonable suspicion related to the accident; and
 - d. The accident is considered normal in relationship to the job functions of the employee.

If drug testing is not required by the Township, but an employee voluntarily elects to be drug tested after being involved in an on-the-job accident, the Township agrees to pay for the cost of the testing.

**APPENDIX C
(CONTINUED)**

- B. DECISION TO SCREEN FOR CAUSE.** A supervisor who has a reasonable suspicion of employee substance abuse will immediately relieve the employee from his or her duties and will immediately notify the Chief or his designee of the reasons he suspects substance abuse. Under no circumstances will such employee be permitted to operate a motor vehicle, equipment or other machinery or be in possession of a firearm. The supervisor shall, prior to the arrival of the Chief or his designee, complete and sign an "observation check list" setting forth the facts upon which such supervisor relied. The Chief or his designee will then report to the police department. The Chief or his designee will determine whether sufficient suspicion exists to warrant screening and the determination will be based only upon reliable information, as set forth in III (A)(1).

If the Chief or his designee determines that an employee must participate in the screening process, it will be considered a direct order. The Chief, his designee, or the employee's supervisor will then telephone the Medical Provider to notify it that an employee is being transported for testing.

A supervisor will transport the employee to be screened directly to the Medical Provider, and the employee will remain under observation to ensure the integrity of the screening process. The supervisor will provide the employee transportation home after the screening process. The employee will remain on leave with pay until the test results are reported to the Chief. If the test results are negative, the Chief or his designee or the employee's supervisor will inform the employee of the date the employee is to resume work.

C. UNION REPRESENTATION.

After an employee has been ordered to submit to drug testing for cause, the employee shall be provided a Union representative to accompany the employee and the supervisor to the testing site. The employee may release the Union representative if he/she so desires. The Union may designate names of members solely for the purpose of representation during drug screening.

IV. SCREENING PROCESS.

- A. SAMPLE COLLECTION.** Specimen collection will occur in a non-monitored medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence. The employee designated to give a sample must be positively identified by the Medical Provider by means of his Boardman Police Department photo identification.

**APPENDIX C
(CONTINUED)**

The Medical Provider will furnish urine sample containers pre-labeled with the employee's Boardman Police Department identification number, date, and time of collection. After collection, the sample will be split into two containers and will be sealed, the Chain of Custody form will be completed and the employee will be asked to confirm the information contained on the sample container and the Chain of Custody form by signing the Chain of Custody form.

- B. TESTING METHODOLOGY.** The Medical Provider selected by the Township and the Union to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing or processing phase shall consist of a two-step procedure.

- I. Initial screening step, and
- II. Confirmation step

The urine sample is first tested using a screening procedure. A specimen testing positive will undergo a confirmatory gas chromatography/mass spectrometry (GS/MS) test. An initial positive report will not be considered positive, rather it will be classified as confirmation pending. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample, which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable trained medical or scientific personnel prior to being reported to the Medical Review Officer. All test results shall be treated with the same confidentiality as other employee medical records and will be disclosed only to those administrative personnel involved in the screening, rehabilitation, or disciplinary process.

- C. SCREENING STANDARDS.** The Township and the Union in consultation with the Medical Provider have determined the type of screening to be used. The only substances to be tested for, and the threshold substance levels that shall be considered a positive test result are as follows:

**APPENDIX C
(CONTINUED)**

<u>DRUG</u>	<u>INITIAL SCREENING LEVEL</u>	<u>CONFIRMATION LEVEL</u>
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	500 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cannabinoids	100 ng/ml	15 ng/ml
Cocaine Metabolite	300 ng/ml	150 ng/ml
6-Acetylmorphine (Heroin)	10 ng/ml	10 ng/ml
Methadone	300 ng/ml	300 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
Opiates	300 ng/ml	300 ng/ml*
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml

*25 ng/ml if immunoassay specific for free morphine

D. SCREEN RESULTS.

1. **Negative Results.** If the screen results are negative, the results will be reported in writing to the Medical Review Officer and the sample will be discarded.
2. **Positive Results.** If the results of the first screen are positive, the Medical Provider will immediately conduct a second screening using a different methodology on a different portion of the original sample. The Medical Provider will report the confirmation screen results, whether positive or negative, to the Medical Review Officer. Any adulterated sample or samples otherwise tampered with may be treated for disciplinary purposes as a positive result. If a sample is "flagged" by the Medical Provider because the sample is not consistent with recognized specimens, the MRO will be notified. Upon notification, the employee will be required to provide another sample in a monitored setting. This sample will be obtained when the employee returns to his next regular scheduled day of work.

If the confirmation screen results are positive, employees may request an additional screening, beyond the confirmation screening, by any NIDA approved alternate laboratory. Employees will be responsible for the cost of any additional screenings. For chain of custody purposes, the sample will be transferred directly from the Medical Provider to the alternate laboratory, and the alternate laboratory will complete the Chain of Custody form.

APPENDIX C (CONTINUED)

If the confirmation screen results are positive, the Medical Provider will retain the sample for at least one (1) year to allow for additional screenings and employee appeals.

- E. ROLE OF MEDICAL REVIEW OFFICER.** The Medical Review Officer (MRO) is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO's primary responsibility is to review and interpret positive test results obtained through the DSP. In fulfilling these responsibilities, the MRO is to be guided by the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines.

If any question arises as to the accuracy or validity of a positive test result, the MRO should, in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed. The MRO then makes a determination as to whether the result is scientifically sufficient to take further action. If records from collection sites or laboratories raise doubts about the handling of samples, the MRO may deem the urinary evidence insufficient and no further actions relative to individual employees would occur.

The MRO must also access and determine whether alternate medical explanations could account for any positive test result. In reviewing the laboratory results, the MRO may conduct a medical interview with the employee, review the employee's medical history, or review any other relevant biomedical factors. The MRO shall also review any information provided by an employee attempting to show legitimate use of a drug. The MRO may perform limited physical examinations, seeking, for example, needle tracks, in determining whether clinical signs of drug abuse are present.

The MRO must ultimately determine whether some reason other than illegal drug use explains a drug-positive urine. If the MRO verifies illegal drug use, the information related to the use of illegal drugs will be disclosed to the Chief or his designee. Any medical information provided to the MRO that is not specifically related to use of illegal drugs will be treated as confidential and not disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory findings, no information identifying the specific employee will be disclosed and the tests results will be reported as negative.

V. DISCIPLINARY ACTION AND APPEAL.

- A.** Disciplinary action against an employee for substance abuse shall occur only after a departmental investigation in which the employee is informed of the evidence against him and has had an opportunity to respond.

**APPENDIX C
(CONTINUED)**

- B. Employees who are found to be using illegal drug(s) or who have been abusing legally prescribed drug(s) shall be allowed to enter a substance abuse rehabilitation program and shall not be terminated on the first instance of drug use. Refusal to submit to a drug test, or adulteration of, or switching a urine sample may be grounds for dismissal.
- C. Employees may appeal any formal disciplinary action pursuant to the current Labor Agreement.

VI. PARTICIPATION IN A TREATMENT PROGRAM. Employees who may be drug dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the Employee Assistance Program. Any self-referral will be kept confidential to the extent provided by the EAP's policies and procedures. Voluntary assistance should be sought BEFORE the drug abuse affects job performance or endangers fellow employees or members of the public.

Although rehabilitation is one of the principal mechanisms relied upon to reach the goal of this Program, rehabilitation is considered only secondary to the primary goal of ensuring safety. The Chief will, therefore, recommend referral to EAP only when the particular circumstances of an employee's case indicate that treatment will be both therapeutic, and a reasonable alternative to facilitating the goal of this program. If the Chief or his designee refers an employee to the EAP, such supervisory referral will be considered a direct order. Supervisory referrals will be kept confidential to the extent provided in this Program, and in the EAP's policies and procedures, except that the EAP will submit a written report to the Chief when an employee successfully completes the EAP, refuses to participate in the EAP, or withdraws from the EAP before successful completion of the program.

The township's EAP is separate and distinct from the Police Department and this Drug Screen Program, and, therefore, any referral or treatment is subject to the EAP's own policies and procedures.

Participation in the EAP will not necessarily preclude disciplinary action with respect to any violations of the law or work rules and regulations.

VII. MEDICAL PROVIDER. The Medical Provider for collection of samples referred to above will be a company that has been mutually agreed upon by the Township and the Union. The hours of operation will be defined and listed in a separate notice that will be provided to each member of the Bargaining Unit.

VIII. NOTICE OF EDUCATION OF EMPLOYEES REGARDING TESTING.

- A. All employees will be informed of the Department's drug testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance, the manner in which these drug tests are conducted, the