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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**BUTLER TOWNSHIP BOARD OF TRUSTEES**

**AND THE CHIEF OF POLICE**



**AND**

**FRATERNAL ORDER OF POLICE (FOP),**

**OHIO LABOR COUNCIL (OLC)**

**OFFICERS AND SERGEANTS**

**EFFECTIVE DATES**

**NOVEMBER 12, 2011 THROUGH NOVEMBER 11, 2014**

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## **ARTICLE 1**

### **PURPOSE**

#### **SECTION 1**

- Section 1.1 This Agreement is made between the Butler Township Board of Trustees, hereinafter referred to as “Board”; the Chief of Police, hereinafter sometimes referred to as “Employer”; and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the “Union”; for the purposes of achieving better understanding between the parties; to achieve and maintain a satisfactory and stabilized Employer/Employee relationship; to promote improved work performance; to attract and retain qualified employees; to insure the right of every Employee to fair and impartial treatment; and to provide for the peaceful and equitable adjustment of differences that may arise.
- Section 1.2 It is further the purpose of this Agreement to assure the effectiveness of service by providing an opportunity for Employees to meet with the Employer and to exchange views and opinions on policies and procedures affecting the conditions of employment, and to provide an opportunity for the Union, the Board, and the Employer to negotiate as to wages, Employee benefits, and working conditions. This Agreement pertains only to full-time Employees of the Butler Township Police Department who are members of the bargaining unit.
- Section 1.3 All parties to this Agreement recognize the importance of public service. The parties mutually recognize that the responsibility of both the Employees and the Employer to the public requires that any disputes arising between the parties be adjusted and settled in an orderly manner without interruption of such service to the public. All parties agree to encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels among all Employees.
- Section 1.4 Throughout this Agreement the masculine gender also includes the feminine, and the use of the singular includes the plural. The term “Employee or Employees” refers to all employees in the bargaining unit.

## **ARTICLE 2**

### **RECOGNITION, UNION MEMBERSHIP AND DUES DEDUCTION**

#### **SECTION 2.1 RECOGNITION**

Section 2.11 The Board and the Employer hereby recognize the Fraternal Order of Police, Ohio Labor Council, Inc., as the sole and exclusive bargaining agent for negotiating wages, hours, and other terms and conditions of employment for all full-time Employees of the Police Department occupying the positions of Officer and Sergeant employed by the Butler Township Police Department as set forth in the certification issued on November 9, 1992, by the State Employment Relations Board (SERB) in two case numbers. Regarding case 92-REP-08-0189:

- Included: Sergeants
- Excluded: Chief, Captain, Patrol Officers, and all other employees

Regarding case 92-REP-08-0190:

- Included: Patrol Officers
- Excluded: Chief, Captain, Sergeants and above, and all other employees

Section 2.12 Part-time, auxiliary, and civilian employees of the Police Department are not included in the bargaining units.

Section 2.13 Employees in their initial probationary period are part of the bargaining unit upon completion of their membership application and payment of membership dues for the limited coverage under this Agreement for purposes of wages, hours, and economic fringe benefits, but not other conditions of employment. An Employee in their initial probationary period may only use the grievance procedure for purposes of wages, hours, and economic fringe benefits until the successful completion of their probationary period.

#### **SECTION 2.2 – UNION MEMBERSHIP AND DUES DEDUCTION**

Section 2.201 All Employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, may remain members in good standing. Employees who are not members on the effective date may become and remain members in good standing.

Section 2.202 A member in good standing is defined as an Employee who tenders the periodic dues uniformly required as a condition of acquiring and maintaining membership in the Union. The parties recognize that under applicable Ohio State law no Employee may be required to become or remain a member of the Union.

Section 2.203 The Employer will not interfere with the rights of Employees to become members of the Union. The Employer will not discriminate against Employees because of Union activity.

- Section 2.204 The Township Payroll clerk will deduct normal and customary dues from the monthly wages and salaries of Union members. Each Employee will voluntarily certify in writing that they authorize such deduction. Deductions will continue in effect from year to year unless revoked or changed in writing.
- Section 2.205 In the event a member's wages are insufficient for the full deductible amount, the full amount will be deducted from the member's next monthly earnings when the amount earned is sufficient.
- Section 2.206 Deductions under this article must be transmitted to the Union within ten (10) working days following the date of the deduction.
- Section 2.207 **Fair Share Provisions** - The Township Payroll clerk will deduct all Ohio Labor Council membership dues uniformly required from the bargaining unit Employees' monthly wages and salaries. The Ohio Labor Council will periodically notify the Employer of the dues amounts.
- Section 2.208 Fair Share Provisions will not require any Employee to become a member of the Union, nor will the fair share fee exceed the percentage of the normal dues used by the Union in administration of the collective bargaining agreement. The deduction of a fair share from the payroll check of an Employee, and its payment to the Union, is automatic and does not require the written authorization of the Employee. This deduction will commence sixty (60) days after initial employment.
- Section 2.209 Employees who are not members of the Union will have all rights prescribed in Section 4117.09 (C) of the Ohio Revised Code (ORC).
- Section 2.210 The Union and the Ohio Labor Council agree to hold the Employer harmless from any claims or actions filed by Employees arising from dues deductions authorized under this Article, and to indemnify the Employer for any and all liability arising from claims resulting from the operation of this section.
- Section 2.211 The Union will not seek to include in the bargaining units any person exempt from the definition of "Public Employee" under Chapter 4117 of the ORC, nor will it seek to apply this Agreement to other individuals employed by Butler Township unless agreed to by order of the State Employment Relations Board (SERB).
- Section 2.212 The Employer will notify the Union, before commencement of employment, that it intends to hire "seasonal or casual" employees, as defined by Chapter 4117 of the ORC, unless an emergency or other unforeseen conditions prevent the giving of notice.

## **SECTION 2.3 – BULLETIN BOARDS**

Section 2.31 The Employer agrees to furnish the Union bulletin board space within the Police Department to be used for the posting of notices and/or bulleting relating to official Union business. All items posted will bear the signature of the Union representative. The Employer will designate the location of the bulletin board.

## **ARTICLE 3**

### **Section 3.1 Non-Discrimination**

Section 3.11 It is the policy of the Board, the Employer and the Fraternal Order of Police, Ohio Labor Council, Inc., that the provisions of this Agreement will be applied equally to all Employees without regard to age, sex, marital status, race, color, creed, disability, and national origin.

Section 3.12 The Employer will not interfere with the rights of Employees to become members of the Fraternal Order of Police, Ohio Labor Council, Inc. Additionally, the Employer will not discriminate against Employees because of Union activity.

Section 3.13 The Board, the Employer, and the Fraternal Order of Police, Ohio Labor Council, Inc., recognize their respective responsibilities under constitutional and statutory requirements of Federal and State Civil Rights laws. Therefore, all parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of age, sex, marital status, race, color, creed, disability, or national origin.

Section 3.14 Allegations of violations of this Article shall be appealed to the Employer, in accordance with the grievance procedure, prior to filing State and/or Federal actions.

## **ARTICLE 4**

### **UNION BUSINESS**

#### **SECTION 4.1 – UNION OFFICERS**

- Section 4.11 Officers will select one (1) member to be their Union representative and one (1) officer as an alternate. Sergeants will also select one (1) member to be their Union representative and one (1) sergeant as an alternate.
- Section 4.12 The Employer will release the Union representative or alternate from their normal duty hours, without loss of pay or benefits, upon a reasonable request to participate in meetings and discussions with regard to Union business. However, representatives must provide at least a thirty-two (32) hour notice so the Employer can make necessary scheduling adjustments. The Union representative or alternate will not receive overtime pay to conduct Union business or to process grievances.

#### **SECTION 4.2 - NEGOTIATORS**

- Section 4.21 The Union will identify in writing the Police Department members of its negotiating team, once a notice to negotiate has been filed with SERB. This will allow the Employer time to make necessary schedule adjustments.
- Section 4.22 The Employer will allow members of the negotiating team time to participate in negotiation sessions, without loss of pay or benefits, once a notice to negotiate has been filed with SERB and the parties have mutually agreed to dates for negotiations.

#### **SECTION 4.3 – TIME OFF FOR UNION BUSINESS**

- Section 4.31 The Employer will grant time off for the officer representative and sergeant representative, or their designees, who are Employees covered by this Agreement, for the purpose of attending and/or conducting regular or special Union meetings or FOP/OLC conferences. Employees must provide a one hundred sixty-eight (168) hour (one week) notice, so that the Employer can make any necessary scheduling adjustments. The Employer may limit the number of attending representatives or deny the request because of hardship in scheduling.

#### **SECTION 4.4 – GRIEVANCE REPRESENTATIVES**

- Section 4.41 In cases of any disciplinary conferences or grievances, the Employer will provide ample time to the officer or sergeant Union representatives, or designees, after the representative first notifies their immediate supervisor, without loss of pay or benefits, to investigate a grievance or consult with the Chief in processing a grievance.

#### **SECTION 4.5 – EMPLOYER LABOR MEETINGS**

- Section 4.51 In the interest of sound Employer/Employee relations, the Employer and Union representatives will convene on an as-needed basis, but no more frequently than once monthly or as mutually agreed, for the express purposes of building and

maintaining a climate of mutual understanding and respect, and solving common problems.

- Section 4.52 The Employer and Labor members will meet at a location agreed to by both parties.
- Section 4.53 The Union members will consist of no more than two (2) representatives from the officer's union and no more than two (2) representatives from the sergeant's union. Employer members will consist of the Administrator and Chief of Police. Other persons may be permitted to attend with prior notice to both parties.
- Section 4.54 The Employer will not compensate off-duty Union members attending scheduled Employer Labor meetings. On-duty members will not incur a loss of pay while attending such meetings.
- Section 4.55 An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting, with a list of matters to be discussed during the meeting and the names of those Union representatives who will be attending.
- Section 4.56 These meetings shall be for the purpose of discussing topics concerning the administration of this Agreement; to notify the Union of changes made by the Employer which affect bargaining unit members; to disseminate general information of interest to the parties; and to discuss ways to increase productivity and improve effectiveness.

## **ARTICLE 5**

### **MANAGEMENT'S RIGHTS**

#### **SECTION 5.1 – RIGHTS OF MANAGEMENT**

- Section 5.11 Except to the extent modified by this Agreement, it is understood and agreed to by the Union that the Chief of Police retains all rights and authority to manage, direct, and control the operation of the Police Department to the fullest extent permitted by Ohio law, to promulgate rules and regulations, and to otherwise exercise prerogatives of Management, including, but not limited to, the following:
- a) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as functions and programs of the public employer; standards or services; the Department's overall budget, utilization of technology, and organizational structure;
  - b) Direct, supervise, evaluate or hire employees;
  - c) Maintain and improve the efficiency and effectiveness of Department operations;
  - d) Determine the content of jobs and the overall methods, processes, means, or personnel by which the Department's operations are conducted;

- e) Suspend, discipline, demote, or discharge for just cause, transfer, assign, schedule, promote, retain employees, or lay off employees in the event of lack of work, lack of funds, or under conditions where the continuation of such work would make operations inefficient and/or non-productive;
- f) Determine the adequacy of the work force;
- g) Determine the overall mission of the Employer as a unit of government;
- h) Effectively manage the work force;
- i) Take actions to carry out the mission of the Department;
- j) The Chief may declare an emergency in the event of civil insurrection or acts of God, and may take any and all actions as may be necessary to carry out the Department's mission in those emergency situations;
- k) To maintain security of all Employer's records and other pertinent information

Section 5.12 The Employer is not required to bargain with the Union on any subject reserved to Management. In the event a matter is outside the area reserved to Management and such matter affects wages, hours, terms and conditions of employment, or involves a modification to an existing provision of this Agreement, the Union can invoke mid-term bargaining.

Section 5.13 The Employer will have the right, in connection with the function of maintaining discipline and directing the work force, to publish and amend Rules of Conduct and Department policies. Modification to work rules will be posted seven (7) days before their effective date, except in emergency situations, and copies will be made available to all bargaining unit members.

## **SECTION 5.2 – FUNCTIONS OF THE EMPLOYER**

Section 5.201 The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements will remain the exclusive function of the Employer.

Section 5.202 The Employer, on its behalf, hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty, or responsibility by the Employer, and the adoption of such rules, regulations, and policies as it may deem necessary and as they apply to Employees represented by the Union, will be limited only by the terms of this Agreement and ORC §4117.

Section 5.203 In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer with regard to the operation of the work and business of the Police Department and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and will remain, exclusively those of the Employer.

## **ARTICLE 6**

### **TRADES, ASSIGNMENTS, POSTINGS AND TRANSFERS**

#### **SECTION 6.1 – VOLUNTARY TRADES OF WATCH ASSIGNMENT**

- Section 6.11 Two or more Employees in the same classification, requesting a trade in watches, after watch bids, must submit a request in memorandum form through the chain of command to the Chief of Police. The memorandum must include an explanation for the trade, the date the trade would become effective, and the signatures of the two or more requesting Employees.
- Section 6.12 Trading Employees must assume each other's day-off schedules for the remainder of the trading period.
- Section 6.13 If a request for a voluntary trade is denied, the Employer will provide the involved Employees with a written explanation outlining the reasons for the denial. The Employer will not unreasonably deny voluntary trades.

#### **SECTION 6.2 – WATCH ASSIGNMENTS**

- Section 6.21 Employees will be given the opportunity to bid for watch assignments every six (6) months. Watch assignment bidding will occur in December and June of each year. Watch assignment changes will occur in January and July of each year.
- Section 6.22 Employees will submit to the Chief a memorandum stating their 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> choices of watch preference. Additionally, Employees will state their choices of preferred days off, if necessary.
- Section 6.23 Provided the department's needs for specialization (evidence technicians, OIC) and ranked officers on a watch are satisfied, seniority will prevail in the bidding procedure for watch assignments. Seniority will not necessarily prevail for preferred days off. Additionally, watch assignment adjustments may occur to prevent probationary officers from being assigned to the same watch through inverse seniority.
- Section 6.24 The only exception to this section will be when an Employee is promoted to the rank of sergeant. During the newly promoted sergeant's special probationary period, the probationary sergeant will rotate shifts every four (4) months to allow for proper evaluation.
- Section 6.241 The probationary sergeant will first fill the current opening for four (4) months. Non-probationary sergeants will remain on their current assignment. At the end

of the four (4) months period, the probationary sergeant will rotate in chronological order to the next shift for four (4) months. The displaced sergeant will fill the vacant shift for four (4) months. Once the probationary sergeant rotates to the next shift, the displaced sergeant will return to his original assigned shift. This process will continue until the probationary sergeant has completed the rotation to each shift.

Section 6.242 The Employer will allow all sergeants to bid for watch assignments at the end of the special probationary period for the new sergeant. The process will follow the existing guidelines in Sections 6.22 and 6.23 of this Article.

Section 6.25 The Employer may temporarily reassign Employees, for no more than thirty (30) days per year, to different watches for the purposes of satisfying department needs or for unanticipated situations that arise, unless mutually agreed upon by the Employee and Employer. The Employer will give the Employee five (5) days prior notice before the temporary reassignment unless an emergency or unforeseen condition exists.

### **SECTION 6.3 – VACANCIES AND POSTINGS**

Section 6.31 The Employer will post job vacancies on the Employees' bulletin board for seven (7) days. During the posting period, any Employee who is qualified to fill the vacancy must submit a memorandum of interest to the Chief, before the posted deadline, indicating a desire to be considered for that position. The Employer will not be obligated to consider memorandums submitted after deadline.

Section 6.32 The Employer will review all submitted memorandums, and will base a decision of assignment on seniority, ability, and job performance criteria from documents provided by the personnel files. The Employer may consider utilizing competitive testing as one criterion. The Employer will provide Employees with a written explanation, upon request, of the reasons for non-selection.

Section 6.33 Job vacancies that exist for longer than sixty (60) days, and are filled by temporary transfer, will be posted pursuant to this section.

Section 6.34 The Employer will assign Employees to the Detective Section. The position posting will follow guidelines in this Section 6.3. Selection will be at the Employer's discretion.

Section 6.35 Employees assigned to the Detective Section may not request reassignment for at least six (6) months. Thereafter, with thirty (30) days written notice, Employees may request transfer through the chain of command to the Chief. Any transfer will be subject to the Chief's approval; however, the Chief will not unreasonably deny the transfer.

Section 6.36 The Chief may augment the Detective section with one or more part-time and/or auxiliary employees.

#### **SECTION 6.4 – VOLUNTARY SHIFT TRADES**

Section 6.41 Employees wishing to voluntarily trade shifts must complete a *Voluntary Trade of Shift Request*, and submit same to their supervisor at least twelve (12) hours before the trade dates.

Section 6.42 No shift trades will be approved unless signed by each Employee and their respective supervisor. Supervisors are responsible for ensuring the trade request meets contractual requirements before approving the request. Supervisors are responsible for placing the trade dates on the schedule. Supervisors shall keep *Voluntary Trade of Shift Request* forms until Employees have completed the trade, and shall then destroy the form after the trade is repaid.

Section 6.43 All voluntary shift trades and repayment of trades must be within a ninety (90) day work period.

Section 6.44 Employees failing to report for duty on time, on the approved scheduled trade date, will be considered absent without leave and subject to disciplinary action.

#### **SECTION 6.5 – DISCIPLINARY TRANSFER**

Section 6.51 The Employer will not transfer any Employee for disciplinary reasons, unless a situation requires immediate action or remedy. For purposes of this Article, such situations will be limited to issues that involve liability and/or safety concerns. Disciplinary transfers require notification to the Union representative or his designee.

#### **SECTION 6.6 – MANAGEMENT RIGHTS**

Section 6.61 The Employer reserves all rights of transfer; however, all requests under the above sections will be considered when making transfer decisions.

### **ARTICLE 7**

#### **SENIORITY**

##### **SECTION 7.1 - SENIORITY**

Section 7.11 Seniority, for the purpose of this Agreement, unless otherwise specified, will be defined as an Employee's length of continuous full-time regular service with the Police Department, to be computed from their last date of hire.

- Section 7.12 Absent a specific grant in this Agreement, the retention of seniority during layoff or a leave of absence does not automatically entitle an Employee to receive benefits provided to those on the active payroll.
- Section 7.13 Seniority and the employment relationship ends when an Employee retires, resigns, or is discharged for just cause.
- Section 7.14 Employees will lose seniority when laid off in excess of eighteen (18) months, or when a job related injury or illness compensated by workers compensation extends in excess of twelve (12) months, or when non-job-related illness or injury extends in excess of twelve (12) weeks or the duration of accrued sick leave, whichever is longer; however, an Employee who can provide medical evidence of a reasonable expectation of returning to work can have these periods extended an additional twelve (12) weeks.

## **SECTION 7.2 – HEALTH INSURANCE COVERAGE**

- Section 7.21 In the event of a change in employment status and/or loss of seniority, health insurance will apply as follows:
- a) Retirement – as provided either by COBRA, or by an applicable retirement program (PERS or PFDPPF);
  - b) Resignation – as provided by COBRA;
  - c) Discharge – as provided by COBRA, if applicable;
  - d) Layoff – continued by the Township for three (3) months, thereafter as provided by COBRA;
  - e) Job related injury or illness compensated by workers compensation – continued by the Township for twelve (12) months, thereafter as provided by COBRA;
  - f) Non-job related illness or injury – continued by the Township for twelve (12) weeks or the duration of accrued sick leave, whichever is longer, thereafter as provided by COBRA;
  - g) Military leave in excess of thirty one (31) days – as provided by USERRA or COBRA.

## **SECTION 7.3 – INITIAL PROBATIONARY PERIODS**

- Section 7.31 All new Employees, including re-hired Employees, will be considered as probationary Employees and must successfully complete a probationary period before attaining permanent employee status. The probationary period will not exceed three hundred sixty-five (365) days. The Employer, at his discretion, may extend the probationary period by the length of non-job-related illness or injury, but not to exceed the length of the initial probationary period.
- Section 7.32 During the probationary period, the probationary Employee may be disciplined, discharged, or otherwise dismissed at the sole discretion of the Employer. Neither

the reasons for, nor the disciplinary action, discharge, nor dismissal, may be subject to the grievance and/or arbitration procedure under this Agreement.

Section 7.33 Upon the successful completion of the initial probationary period, however, the Employee will attain permanent Employee status and receive all benefits normally afforded to regular permanent Employees, including seniority.

#### **SECTION 7.4 – PROMOTIONAL PROBATIONARY PERIODS**

Section 7.41 Any permanent Employee who is promoted to the rank of Sergeant will be considered as a “*special probationary*” Employee, and must successfully complete a special probationary period before being permanently appointed to the new classification. A special probationary period will not exceed three hundred sixty-five (365) days.

Section 7.42 During the special probationary period for Sergeants, the Employer shall return the Employee to his previous rank if the special probationary period is not successfully completed or the Employee desires to voluntarily return to the previous classification.

Section 7.43 Special probationary Employees will have full appeal rights through the grievance procedure should they feel the Employer did not have just cause to return them to their previous rank.

### **ARTICLE 8**

#### **LAYOFFS & RECALLS**

##### **SECTION 8.1 – FULL-TIME EMPLOYEES**

Section 8.11 The Board and the Employer will determine whether layoffs are necessary and when they will occur. Although not limited to the following, layoffs will ordinarily be for lack of work and/or lack of funds. The Employer may not lay off Employees for disciplinary reasons or for arbitrary and capricious reasons.

Section 8.12 The Employer will not hire or promote two (2) employees on the same day. There must be a one day difference in hiring or promotion. Employees will be laid off in accordance with their seniority in classification. Where seniority is equal, seniority as determined by date of hire will prevail. Where seniority and date of hire are equal, date of application will determine order of layoff.

Section 8.13 If layoffs occur in the ranks above the officer classification, sergeants may displace officers. Date of attaining rank within a classification will determine

displacement rights within that classification. Where date of rank is the same, displacement will be determined by date of hire.

- Section 8.14 If a long-term layoff is necessary, the Employer will notify affected Employees as soon as possible, but not less than ten (10) calendar days in advance of the effective layoff date.
- Section 8.15 If a short-term layoff of seventy-two (72) hours or less is necessary, the Employer will notify affected Employees as soon as possible.
- Section 8.16 If requested by the Union, the Employer agrees to discuss with Union representatives the impact of a layoff on bargaining unit Employees.

### **SECTION 8.2 – PROBATIONARY, PART-TIME AND AUXILIARY EMPLOYEES**

- Section 8.21 All part-time Employees and full-time probationary Employees at the time of layoff will be laid off before any layoff of full-time Employees. Part-time and Auxiliary officers may be hired to augment Police personnel, notwithstanding a layoff, and laid-off full-time Employees may elect to work as a part-time or auxiliary officers to assist in maintaining their police certification.
- Section 8.22 In the event a layoff is required, all affected officers may maintain status as active auxiliary officers.

### **SECTION 8.3 – RECALL**

- Section 8.31 Employees who are laid off will be placed on a recall list for a period of eighteen (18) months. If there is a recall, Employees who are still on the recall list will be recalled in the opposite order of their layoff, provided they meet the qualifications in effect when they were originally hired.
- Section 8.32 If a recalled Employee is in need of training, as required by the Ohio Peace Officer Training Commission, the Employer will ensure the recalled Employee receives the needed training.
- Section 8.33 The Employer will not hire new employees to fill bargaining unit positions as long as there are still Employees on the recall list who are presently qualified to perform the work in the affected classification and who are willing to be recalled to that classification.
- Section 8.34 The Employer will send a *Notice of Recall* to the Employee by certified mail, with a copy to the Union. The Employer will be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the Employee. It is the responsibility of the Employee to provide the Employer with a written notice of address and/or telephone number change during the layoff period.

Section 8.35 A recalled Employee will have ten (10) calendar days following the date of the receipt or attempted delivery of the recall notice to notify the Employer of their intention to return to work. Such recalled Employees will return to work as soon as possible, but no more than twenty (20) calendar days following receipt of, or attempted delivery of, the recall notice to report for duty, unless a different date for returning to work is otherwise specified in the notice.

#### **SECTION 8.4 – APPEAL**

Section 8.41 Layoffs will not be appealable through the State Personnel Board of Review. Layoffs may be appealed through the grievance process beginning at level 3.

Section 8.42 If the matter goes to Arbitration, the cost of the arbitrator will be split equally between the Employer and the Union.

### **ARTICLE 9**

#### **GRIEVANCE PROCEDURE**

##### **SECTION 9.1 – PURPOSE**

Section 9.11 The Employer and Union support and subscribe to an orderly method of adjusting grievances. For this reason, the following procedure is established. This grievance procedure has as its objective the promotion of good Employer/Employee relations by providing an orderly appeal process.

Section 9.12 The grievance procedure is not available to Employees serving their initial probationary period except for purposes of wages, hours, and economic fringe benefits. However, any Employee may meet with the Chief of Police to discuss a perceived problem.

Section 9.13 Special probationary Employees will have full appeal rights through the grievance procedure should they feel the Employer did not have just cause to return them to their previous rank.

##### **SECTION 9.2 – DEFINITIONS**

Section 9.21 Administrative Day: Monday through Friday, excluding holidays.

Section 9.22 Working Day: The scheduled “working day” of the signatory grievant, including sick days not ordered by a medical care provider. Working day does not include approved vacation, personal days or compensatory days.

Section 9.23 Day: A calendar day.

Section 9.24 Grievance: Any dispute, difference, or complaint the Union or a bargaining unit member has concerning the interpretation, application of, or alleged violation of any provision of this Agreement.

Section 9.25 Group Grievance: Grievances involving more than one (1) bargaining unit member who allege a violation or matter for grievance that occurred at the same date and time and who seek remedy may file one (1) grievance form listing all their names. All such grievances will be designated as a "group grievance," and they will exclude any other persons not listed by name in the original grievance after the filing date.

### **SECTION 9.3 – TIME LIMITS TO BE FOLLOWED**

Section 9.31 All parties will follow the time limits established in the grievance procedure. If the person or the Union filing the grievance fails to present a grievance in time, or to advance it to the next level within prescribed time limits, the grievance will be considered withdrawn. If the time procedure is not followed by the Employer, the grievance will automatically advance to the next level.

Section 9.32 Time limits established in the grievance procedure may be extended by mutual agreement between the Employer and the Union provided the extension is reduced to writing and the period of extension is specific.

### **SECTION 9.4 – GRIEVANCE FORMS**

Section 9.41 Employees will use only the grievance forms supplied by the Union for filing grievances. All formal grievances will be in writing and will specify the article or section of the Agreement alleged to have been violated.

### **SECTION 9.5 – GRIEVANCE PROCESS**

#### **STEP 1 - INFORMAL DISCUSSION**

Section 9.510 Employees must meet with the Chief of Police and informally discuss the issues that would cause the filing of a formal grievance before filing such formal grievance. Both parties must make an honest and earnest effort to resolve the issue.

Section 9.511 The Employee must personally present a written request to the Chief for an informal discussion. This written request must occur within five (5) administrative days of the Employee receiving disciplinary action or following an event that would cause the filing of a formal grievance.

- Section 9.512 The Chief must meet and informally discuss the issue within five (5) administrative days of receiving the Employee's written request.
- Section 9.513 The Chief will have five (5) administrative days after the informal discussion to give the Employee a written decision of the informal meeting resolution.
- Section 9.514 If the informal discussion results in an unsatisfactory resolution, the Employee may then file a *Formal Grievance* beginning at Step 2 of the grievance procedure. The Employee must file the *Formal Grievance* within five (5) administrative days of receiving the Chief's written decision of the informal discussion. The day the Employee receives the written decision counts as day one.

## **STEP 2 – CHIEF**

- Section 9.520 An Employee who desires to file a formal grievance must personally present a completed *Grievance Form* to the Chief or Chief's designee documenting the facts and contract violation. This will initiate the formal grievance process. The filing of this form must occur within five (5) administrative days of receiving the Chief's written decision regarding the informal discussion. If the grievant does not appeal the Step 1 decision within the five (5) administrative days, the grievance will be considered withdrawn, and will be filed by the Chief as per Step 3 of this Article.
- Section 9.521 The Chief or designee must write his name, rank, the date, and the time on the grievance form upon receiving it in the proper location. This information will be used as verification concerning grievance time limits. The grievant will receive a copy of the grievance form.
- Section 9.522 The Chief will have five (5) administrative days, upon receiving the *Grievance Form*, to meet with the grievant in an attempt to resolve the grievance. The grievant may have a Union representative present during this meeting.
- Section 9.523 The Chief, a Captain, and the grievant must discuss the facts or alleged Agreement violation at this meeting in an attempt to successfully resolve the grievance.
- Section 9.524 The Chief will have five (5) administrative days, after the meeting with the grievant, to issue a written recommendation, an explanation of that recommendation, or whether or not a settlement was reached between the parties. The Chief must document his findings on the grievance form.
- Section 9.525 If a satisfactory resolution is made resolving the grievance, the grievant must sign, date, and indicate the time on the *Grievance Form*. Additionally, the grievant must also sign for receipt of the Chief's recommendation. The original *Grievance Form* will be forwarded to the Chief to keep on file. Grievants will receive a copy of the grievance form for their records.

Section 9.526 If the grievant rejects the Chief's recommendation and desires to pursue the grievance, an appeal to Step 3 may be continued, within five (5) administrative days of receiving the grievance recommendation from the Chief. The day the grievant receives the grievance back counts as day one.

### **STEP 3 – TOWNSHIP ADMINISTRATOR**

Section 9.530 If the formal grievance is not resolved in Step 2 and the grievant desires to pursue the grievance, they must personally present the Township Administrator or designee with a copy of the *Grievance Form* within five (5) administrative days of receiving the Step 2 decision. If the grievant does not appeal the Step 2 decision within the five (5) administrative days, the grievance will be considered withdrawn and filed by the Chief as per Section 9.525 of this Article.

Section 9.531 The Township Administrator or designee must write their name, title, and the date and time on the original grievance form upon its receipt. This information will be used as verification of the meeting and documentation concerning grievance time limits. The grievant will receive a copy of the grievance form.

Section 9.532 The Township Administrator will have five (5) administrative days, upon receiving the grievance, to meet with the grievant in an attempt to resolve the grievance.

Section 9.533 The Township Administrator, Chief of Police, and the grievant will meet to discuss the facts or alleged contract violation in an attempt to successfully resolve the grievance. The grievant may have a Union representative present during this meeting.

Section 9.534 The Township Administrator will have five (5) administrative days, after the meeting with the grievant, to issue a written recommendation, an explanation of that recommendation, or whether or not a settlement was reached between the parties. The Township Administrator must document findings on the grievance form.

Section 9.535 If a satisfactory resolution is made resolving the grievance, the grievant must sign, date and time the *Grievance Form*. The grievant must also sign for receipt of the Township Administrator's recommendation. The original *Grievance Form* will be kept on file by the Township Administrator. Grievants will receive a copy of the grievance form for their records.

Section 9.536 If the grievant rejects the recommendation of the Township Administrator, and desires to pursue the grievance, an appeal to Step 4 may be continued.

### **STEP 4 – ARBITRATION**

- Section 9.540 If the grievance is not resolved in Step 3, and the grievant desires to pursue the grievance, the Union may refer the grievance to binding arbitration within twenty-one (21) days after the receipt of the Township Administrator's decision.
- Section 9.541 The Union, the Chief and the Township Administrator will jointly select an arbitrator from a list provided by the Federal Mediation and Conciliation Service.
- Section 9.542 Arbitrators will act in a judicial, not legislative, capacity and will have no right to recommend or amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. They will only consider and make a decision with respect to specific issues submitted and will have no authority to make a decision on any issue not submitted. Additionally, two or more grievances may not be joined or consolidated for hearing except upon agreement of the Union, the Chief, and the Township Administrator.
- Section 9.543 In the event the arbitrator finds a violation of the terms of this Agreement, they will fashion an appropriate remedy. The arbitrator will submit, in writing, their decision within thirty (30) days following the close of the hearing, unless the parties agree to a written time extension. The arbitrator's decision will be final and binding upon the Union, the Board, the Chief, the grievant, and all Employees covered by this Agreement.
- Section 9.544 The fees and expenses of the arbitrator will be divided equally between the Board and the Union. In all cases, each party will be responsible for compensating its own representatives and non-employee witnesses.
- Section 9.545 If either party withdraws the grievance after a request for arbitration, that party will be responsible for paying all fees relating to the cancellation including administrative fees, and fees billed by the arbitrator.
- Section 9.546 The Union and the Employer agree that the imposition of discipline pursuant to this Agreement and the grievance procedure provided herein will supersede the disciplinary statutory requirements of the ORC, including Chapters 505 and 509.
- Section 9.547 If either party challenges the propriety of taking a grievance to arbitration, it shall notify the other party of its challenge and intent to raise the issue at the arbitration. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is proper for arbitrament. If the arbitrator determines the grievance is proper for arbitrament, the grievance will be heard on its merits before the same arbitrator.

## **ARTICLE 10**

### **EMPLOYEE DISCIPLINARY PROCEDURE**

## **SECTION 10.1 – INVESTIGATION OF ALLEGED MISCONDUCT**

- Section 10.101 The Chief of Police will be responsible for assigning investigations of alleged Employee misconduct. The employee's immediate supervisor, another supervisor, the Captain, or the Chief may conduct investigations. The Chief may elect to have an outside agency investigate allegations of gross misconduct or major incidents involving Employees if he believes the department would benefit from an objective outside investigation.
- Section 10.102 Any Employee interviewed concerning an act which, if proven, could reasonably result in disciplinary action against the Employee, will be afforded the Employee Rights in Section 10.2 as well as the following safeguards:
- Section 10.103 The Employer will inform the Employee before the interview, if known, whether the Employee is the **focus or a witness** in the investigation.
- Section 10.104 The Employer will inform an Employee, in writing, who is the focus of an investigation, of the nature of the allegations and investigation.
- Section 10.105 The Employee will be afforded the opportunity to consult with an Employee or staff representative, or attorney, before an interview and will be permitted to have one representative and/or attorney present at the interview.
- Section 10.106 The opportunity to consult with an Employee or staff representative, or attorney at the interview will not unreasonably delay the interview. The availability of the representation will be taken into consideration when defining "unreasonable delay."
- Section 10.107 Interviews will take place at the Employer's facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be immediately conducted elsewhere, or by telephone.
- Section 10.108 The Employer will make a reasonable good faith effort to conduct these interviews during the Employee's regular working hours, except for emergencies.
- Section 10.109 Employees are required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges that the Employee is entitled under the laws of the State of Ohio or the United States.
- Section 10.110 Interviews will be conducted under circumstances devoid of intimidation, abuse, or coercion.
- Section 10.111 Employees are entitled to reasonable intermissions for personal necessities during the interview.

- Section 10.112 All interviews will be limited in scope to activities, circumstances, events, conduct or acts that pertain to the incident that is the subject of the current investigation. Any questioning regarding violations outside the scope of the current investigation may be taken up as a subsequent investigation.
- Section 10.113 The Employer may electronically record all Employee interviews. The Employee also has the option to record the interview.
- Section 10.114 An Employee charged or under indictment for a felony or misdemeanor that occurred while in the good faith performance of their duties may be placed on administrative leave with pay pending resolution of the charges.
- Section 10.115 An Employee charged or under indictment for a felony or misdemeanor occurring off duty, or other than in the good faith performance of their duties, and that interferes with the officer's ability to perform their duties, may be placed on unpaid administrative leave pending resolution of the charges. The Employee may use any/all available accumulated time, except sick leave, to supplement the unpaid leave.
- Section 10.116 In cases of insubordination or gross Employee misconduct, the Employer may place the Employee on immediate paid administrative leave, and a disciplinary conference will be held within three (3) administrative work days.
- Section 10.117 Disciplinary procedures may commence either at the completion of the investigation or be deferred pending the completion of court proceedings.
- Section 10.118 No polygraph, other mechanical, or electronic truth-determining device will be utilized for investigative purposes unless requested by the Employee.
- Section 10.119 **Time Limits**
- Section 10.120 Once the Employer officially notifies an Employee in writing and provides a summary of the details of an investigation, the Employer will have forty-five (45) Employee work days to complete the investigation.
- Section 10.121 Once the investigation is complete, the Employer will have fifteen (15) administrative days to recommend disciplinary action, if necessary, and to serve formal charges. Once formal charges have been served, the Employer will have fifteen (15) administrative days to hold a disciplinary conference and issue disciplinary action.
- Section 10.122 If the time limit expires and formal charges have not been filed, or no disciplinary action is imposed, or the Employee has not had a disciplinary conference, no disciplinary action will be taken.

**Section 10.123 Time Limit Extensions and Exceptions**

Section 10.124 Time limits can be extended by mutual agreement between the Union and the Employer.

Section 10.125 If criminal charges have been filed against an Employee, the time limit will not begin until all criminal proceedings are complete and the Employer serves official notice in writing to the Employee of an investigation.

Section 10.126 Criminal investigations, as used in this section, will be interpreted as any action that could result in the filing of criminal charges.

**Section 10.127 Investigation Report**

Section 10.128 Upon its completion, the Employer will furnish the Employee with a copy of the investigation report on all improper conduct findings. The Employer, at the Employees request, will furnish a copy of any internal investigative report upon its completion.

**SECTION 10.2 - EMPLOYEE RIGHTS**

Section 10.210 In an effort to ensure that investigations are conducted in a manner, which is conducive to good order and discipline, Employees will be entitled to the protection of the following:

- a) An Employee will be afforded the opportunity to consult with a FOP/OLC Associate, Alternate, or Field representative; an attorney; or a representative of choice before an interview, and may have one of the representatives present at the interview.
- b) The opportunity to consult with a representative and/or have representation present at the interview shall not unreasonably delay the interview. Issues of prior notice, representation, or issuance of notice of representation will not restrict an inquiry during the event in question.

Section 10.211 In the interest of fair and prompt corrective action, a supervisor may immediately correct or counsel an Employee who has committed a violation relating to performance or compliance with Department rules and regulations, without the Employee having an Employee or staff representative, or attorney present.

Section 10.212 Every Employee who becomes the focus of an investigation will be told at the time of the interview whether the interview is criminal, administrative, or performance related, and will be afforded all rights and privileges to which the Employee is entitled under the laws of the State of Ohio or the United States.

Section 10.213 The interview of any Employee will be held at a reasonable hour, preferably when the Employee is on duty and within reasonable proximity, unless the

exigency of the interview dictates otherwise. Whenever, possible, interviews will be scheduled during the Employee's normal working hours.

Section 10.214 Employees will not be subject to abusive or offensive language or intimidation in any manner. No promises or rewards will be made as an inducement to answer questions.

Section 10.215 Interviewing will be completed within a reasonable time and will be done under circumstances devoid of intimidation or coercion. In all investigation interviews, the Employee will be afforded an opportunity and facilities to contact and consult privately with a Union representative, an attorney, or a representative of his choice before being interviewed. Questioning sessions will not exceed one (1) hour without provisions for a ten (10) minute rest break.

Section 10.216 Employees will not be threatened with dismissal or other disciplinary punishment in an attempt to obtain their resignation. This does not preclude the Employer, Union representative, an attorney, or representative of the Employee's choice from offering resignation as an option to termination, where appropriate.

### **SECTION 10.3 - COMPLAINTS AGAINST EMPLOYEE**

Section 10.31 All complaints filed by a citizen against an Employee will be submitted by the complainant's own handwriting and signed, where possible. In those cases where the complainant is unable or unwilling to write out the complaint, the supervisor or person taking the complaint may write the statement for the complainant, electronically record the complaint, or reduce the essence of the citizen's verbal complaint to a synopsis or summary.

Section 10.32 The Department will investigate all anonymous complaints and allegations of misconduct occurring on duty, off duty, or while one is representing themselves as an Employee of the Butler Township Police Department.

Section 10.33 When a complaint is filed more than six (6) months after the date of the alleged event, the Employer will investigate the complaint; however, the Employee will not be subject to disciplinary action.

Section 10.34 The complaint time limit does not expire for allegations of gross misconduct or for allegations that could lead to criminal charges within the Statute of Limitations, or within allowances of either Equal Employment Opportunity Commission (E.E.O.C.) or Ohio Civil Rights Commission (O.C.R.C.) complaints. The Employer will investigate the complaint, and the Employee is subject to disciplinary action if the allegation is founded.

### **SECTION 10.4 - FALSE COMPLAINTS**

Section 10.41 If false complaints are alleged to have been made against an Employee, that Employee may choose to proceed as a complainant, through the court system, in a criminal action of the Employee's own making against the perpetrator. The Employer will permit the Employee time required during the Employee's normal on-duty hours, if necessary, to confer with an appropriate prosecutor on the matter.

#### **SECTION 10.5 - PROGRESSIVE DISCIPLINE**

Section 10.51 All discipline will be only for just cause. Progressive discipline is a conservative approach to the disciplinary process. The intent is to give adequate notice to any Employee whose actions are improper and/or inadequate so that they may improve their performance to acceptable standards. Progressive discipline, depending upon severity of the violation of a rule, regulation, policy, procedure or directive, may start at any level of discipline, including suspension, demotion or dismissal. Other forms of counseling or instruction, including Employee Performance Improvement Plans (EPIP), will not be considered discipline.

Section 10.52 The following order of progressive discipline, as permitted by the Fair Labor Standards Act, other state and federal laws, or for just cause, will ordinarily be followed:

- Letter of Caution
- Letter of Reprimand
- Suspension (which may be working and/or unpaid suspension)
- Demotion
- Dismissal

#### **SECTION 10.6 - APPEAL**

Section 10.601 When the Employer determines that an Employee may be disciplined for just cause, and the discipline is a suspension, demotion or dismissal, a disciplinary conference will be scheduled with that Employee.

Section 10.602 Any Employee may, at their discretion, have a Union representative, an attorney, or a representative of their choice present at a disciplinary conference. The disciplinary conference provides the Employee an opportunity to respond to the alleged improper conduct finding and present mitigating evidence or information.

Section 10.603 The Chief or his designee will conduct the disciplinary conference. The conference will be conducted during administrative working hours.

Section 10.604 The Employer will provide the Employee, not less than three (3) administrative days before the scheduled conference, with a written outline of the charges that

are the basis for a disciplinary action. The notification will contain the date, time, and location of the conference.

Section 10.605 The Employee must choose to:

- a) Appear at the conference, either alone or with a chosen representative, to present a written or oral statement in response to the charges; or
- b) Appear at the conference and have his chosen representative present a written or oral statement in response to the charges; or
- c) Elect, in writing, to waive the opportunity to have a pre-disciplinary conference.

Section 10.606 Absent extenuating circumstances, failure to elect and pursue one of the three options above will be considered as a waiver of the Employee's right to the disciplinary conference. An Employee may request a continuance for just cause for a period not to exceed five (5) administrative days, or longer by mutual agreement, to acquire representation.

Section 10.607 The Chief or a designee will prepare a written report within five (5) administrative days after the disciplinary conference, concluding the findings of the conference and what discipline, if any, is appropriate. A copy of the report will be given to the Employee upon its completion.

Section 10.608 Employees may appeal all disciplinary actions through the grievance procedure. However, only suspension, demotion, or dismissal may be appealed through the grievance procedure and taken to arbitration. No part of this Article will limit the legal rights of the Employee or Employer.

Section 10.609 Probationary Employees cannot file appeals regarding any disciplinary action under this Agreement.

Section 10.610 Special probationary Employees will have full appeal rights through the grievance procedure.

## **ARTICLE 11**

### **PERSONNEL RECORDS**

Section 11.1 Personnel records will be kept on each Employee to maintain a full and accurate recording and documentation of each Employee's employment history, to assure entitlements to compensation and benefits, and to meet legal requirements prescribed in the ORC.

- Section 11.2 The Employer will release information contained in an Employee's personnel file to outside persons and/or agencies only after review and recommendation by legal counsel to release the information. A public records request must be made to initiate this process. If requested by the Employee, the Employer will provide Employees with copies of the documents released to the person and/or agencies making the request.
- Section 11.3 Letters of Caution and Letters of Reprimand will be placed and remain in an Employee's discipline file for one (1) year. Suspension Orders and Demotion Orders will be placed and remain in the Employee's discipline file for two (2) years.
- Section 11.4 If a second disciplinary action occurs while a previous action is still in active status, all disciplinary actions will remain in the Employee's discipline file until expiration of the latest disciplinary action.
- Section 11.5 Employee Performance Improvement Plans (EPIP) will be placed and remain in an Employee's discipline file for a period of not more than six (6) months.
- Section 11.6 The Chief will place an Employee's active disciplinary action records into the Employee's discipline file. When active disciplinary records expire, the Chief will remove the inactive disciplinary action documents from the Employee's discipline file.
- Section 11.7 Employees may review items contained in their personnel file upon giving notice of at least two (2) administrative days. Employees may have another person of their choice present when reviewing their files. Employees can request the Employer to copy such documents as are contained in the file and presented for examination.
- Section 11.8 If the Employee is not in agreement with documents contained in the Employee's file, the Employee may place a statement of rebuttal or explanation in his file.

## **ARTICLE 12**

### **PERFORMANCE EVALUATION**

- Section 12.1 Employees covered by this Agreement will be evaluated annually. However, probationary Employees will be evaluated every two (2) months. In special incidences, Employees may be evaluated more frequently. Evaluations will be done in compliance with the General Orders Manual.

- Section 12.2 The Employee's immediate supervisor will prepare the evaluation. The supervisor will meet with the Employee and review the completed evaluation. Annual evaluations must be completed by January 31<sup>st</sup> of each year.
- Section 12.3 Results of personnel evaluations may be utilized by the Police Department for the following purposes:
- a) Identifying training needs;
  - b) Determining suitability for assignments;
  - c) Facilitating proper decisions regarding probationary Employees;
  - d) Assisting an Employee with career development;
  - e) Identifying and dealing promptly and fairly with personnel problems.
- Section 12.4 Employees covered by this Agreement must sign their evaluations. Signing means only that an Employee has read an evaluation. Employees will receive copies of their evaluations after the Chief has reviewed and approved them.
- Section 12.5 Employees that disagree with their evaluations may attach written comments that clarify issues in question. Employee's comments will be attached to their evaluations.

## **ARTICLE 13**

### **PROMOTIONAL PROCESS**

- Section 13.1 Minimum requirements for promotion to the rank of Sergeant are as follows:
- a) Three (3) years as a full-time officer with the Butler Township Police Department; or
  - b) Five (5) years total full-time law enforcement experience as a police officer with another agency, but two (2) years of full-time service with Butler Township.
- Section 13.2 A qualified officer desiring to be considered for promotion must submit a memorandum of intent upon the posting of the vacant position.
- Section 13.3 Candidates must score at least seventy percent (70%) on any written examination to be eligible to proceed to the next step in the promotional process. Candidates may review their tests scores on any written examination.
- Section 13.4 The administration of the assessment process, if used, will be through a reputable organization chosen by the Employer.
- Section 13.5 The Employer will inform the candidates of their written examination score. Candidates who participate in the assessment process, if such a process is used, will be given an opportunity to receive feedback about their assessment performance.

- Section 13.6 If the test results substantiate that no bargaining unit member qualifies for promotion, the Employer may fill the vacancy from outside the bargaining unit.
- Section 13.7 The eligibility list for the rank of sergeant will consist of the top-scoring candidates, in rank order, who successfully complete the process.
- Section 13.8 The eligibility list will remain in effect for one (1) year, subject to the Employer's option to extend the list for an additional year after consultation with the Union. Before the eligibility list expiration date, the Employer will issue a personnel order indicating the decision to either extend or terminate the list.
- Section 13.9 If there are no patrol officers that meet the criteria established in Section 13.1, then the employer will confer with the bargaining unit and agree on a method of filling such vacancy, which method may include filling the vacancy from outside the bargaining unit.

## ARTICLE 14

### WRITTEN DIRECTIVES

- Section 14.1 When new rules, directives, policies, and procedures are established, or when existing rules, directives, policies, and procedures are changed, such new rules and changes will be incorporated into the Police Department's *Written Directive System*, as specified in General and/or Special Orders.
- Section 14.2 No Employee will be held accountable for new or revised rules, directives, policies, and procedures until such time as they have been reviewed and signed off on. Employees must review and sign off on the above by the effective date. After review, Employees must notify a supervisor for the purpose of entering their initials on the Receipt of Written Directives, acknowledging their understanding of the above. Delays in an Employee's acknowledgement do not exclude that Employee from the responsibility of complying with a lawful order of a superior relating to a change in rules, directives, policies, and procedures, regardless of how such order is communicated.
- Section 14.3 The Employer agrees to provide access for each Employee in the bargaining unit to a copy of all existing rules, directives, policies and procedures as they become effective.
- Section 14.4 Discipline for violations of established rules, directives, policies and procedures will be pursuant to this Agreement.

## ARTICLE 15

### LEAVE

#### SECTION 15.1 – SICK LEAVE

- Section 15.101 *Sick Leave Use* – Employees are required to comply with the sick leave rules and regulations instituted by the Employer. It is understood between the parties that Employees failing to comply with sick leave rules and regulations will not be paid for sick leave. Application for sick leave with intent to defraud, falsification of sick leave requests, and/or falsification of a physician's certificate will result in disciplinary action up to and including termination, as well as requiring a refund of any salary or wages paid.
- Section 15.102 Employees may use sick leave, subject to Employer approval, for absence due to personal illness, injury, pregnancy, exposure to contagious disease that could be communicated to other Employees; for illness or injury of an immediate family member of the Employee's household if the Employee's presence is necessary; for death in the Employee's immediate family; for medical or dental appointments, not to exceed four (4) hours unless accompanied by a written explanation from the physician or dentist indicating that treatment rendered required a longer recovery time by the Employee.
- Section 15.103 Immediate family, for the purpose of this section, is defined as a spouse, child, step-child, grandchild, parent, step-parent, guardian, grandparent, brother, sister, parents or step-parents of a spouse, brothers or sisters-in-law, and grandparents of a spouse. Relatives and family members not specifically listed in this section are not considered immediate family.
- Section 15.104 When the use of sick leave becomes necessary, the Employee or some member of the Employee's immediate family must notify the on-duty supervisor, by telephone, not later than two (2) hours before the normal starting time of the watch, unless emergency conditions exist making such reporting impossible.
- Section 15.105 If the Employee or some member of the Employee's immediate family cannot make contact with anyone at the Police Department, they must contact the Communication Center and request that the on-duty supervisor contact the Department to report their absence. Unless notification is given, no sick time will be approved, except in unusual cases, and then only after approval of the Chief.

Section 15.106 Employees will accrue sick leave at the rate of 4.6 hours per pay period, which is equivalent to fifteen (15) days per year. Employees are entitled to accumulate an unlimited amount of unused sick leave.

Section 15.107 Employees accrue sick leave from the first day of employment and may use sick leave when necessary any time during the period of employment. Employees do not earn sick leave during periods that they are in a non-pay status.

Section 15.108 Employees must provide a statement from a physician for sick leave absences of three (3) consecutive workdays or more, or for more than six (6) separate sick leave occurrences during a one (1) calendar year period. Sick leave certified under FMLA or Bereavement Leave will not count toward an occurrence.

Section 15.109 **Retirement Benefits** – Employees eligible to receive retirement benefits with at least 10 years of service at the time of separation, and in good standing with the Township; and the estate of Employees who die while employed full-time with the Police Department, will receive a cash payment for accumulated unused sick leave as follows:

- a) For the first two hundred and forty (240) hours (thirty (30) days of accumulated sick leave time), the employee may convert the unused time to a cash payment, and the Township shall pay one (1) day's pay for every three (3) days of accumulated sick leave.
- b) For the next one hundred twenty (120) hours (more than thirty (30) days, up to forty-five (45) days of unused sick leave) the employee may convert the unused portion to pay, and the Township shall pay one (1) day's pay for every two (2) days of such accumulated sick leave.
- c) All time in excess of forty-five (45) days (three hundred sixty (360) hours), up to a maximum of seven hundred forty (740) hours, may be converted by the Employee at retirement, and the Township shall pay one (1) day's pay for every day of such accumulated sick leave.
- d) The maximum cash amount is not to exceed pay for sixty-five (65) days (five hundred twenty (520) hours). (Section 15.109(a) above permits ten (10) days of pay to an Employee; Section 15.109(b) above permits seven and one-half (7.5) days of pay to an Employee; and Section 15.109(c) above permits no more than forty-seven and one-half (47.5) days of pay to an Employee).

Section 15.110 Hours used for sick leave will be on a basis of "last earned – first used."

Section 15.111 Employees who remain absent on sick leave beyond the number of accrued hours will have their continued absence charged first to compensatory time and then to vacation time.

Section 15.112 Should an Employee receive Workers Compensation benefits from a third-party employer to offset lost Butler Township wages during the period of an illness or injury, sick leave benefits will only be paid in the amount necessary to

supplement the Worker's Compensation benefits, up to the amount that otherwise would have been earned at Butler Township had the Employee not been off work due to the illness or injury.

Section 15.113 ***Sick leave abuse*** – the Employer grants sick leave in order to prevent undue hardship to the Employee. Employees must not consider or use sick leave for personal or vacation days. Sick leave may be used only for the purposes outlined in this Article.

Section 15.114 Any abuse of sick leave in violation of this Agreement will be sufficient cause for discipline. A regularly scheduled course of medical treatment for the Employee, pre-approved by the Employer, that is verified by a physician, and which cannot be scheduled outside of regular working hours, will be subtracted from sick leave, compensatory time, or vacation leave.

Section 15.115 ***Conditions for Payment of Sick Leave*** – To be paid sick leave, an Employee must meet the following conditions:

- a) The Employee must be absent for one of the reasons defined in Section 15.102 of this Article. The Township may require a doctor's certificate to establish the Employee's eligibility for sick leave compensation.
- b) The request for sick leave must be approved by the Employee's Department Head on a Leave Request Form.

Section 15.116 Full-time Employees who are entitled to accrue sick leave may give a portion of their accrued sick leave to another full-time Employee of the Employer who is also eligible to accrue sick leave. Following are conditions necessary for such a transfer to be approved:

- a) The Township Administrator must approve the transfer;
- b) The Employee receiving the sick leave must be off-duty, have expended all accrued leave, have a positive recovery prognosis, and must state an intent to return to work after recovery from the illness or injury;
- c) The Employee donating the leave must have a balance of more than two hundred forty (240) hours of accrued sick leave after the transfer and may not donate more than forty (40) hours to any one employee.

## **SECTION 15.2 – INJURY LEAVE**

Section 15.21 Employees who are injured as a direct result of performing duties for the Township, in the scope of their employment in the Police Department, will qualify for injury leave.

Section 15.22 The Employer may place an Employee who qualifies for injury leave on Wage Continuation or Worker's Compensation. Wage Continuation will be at the Employee's full rate of pay and normal amount of hours. Every thirty (30) days the Employer will review the Employee's status. The Employer must approve the Employee to remain on Wage Continuation.

- Section 15.23 If an Employee files a Workers Compensation claim, the Employee may elect to use available sick leave for the time of injury before receiving his first Workers Compensation benefit check. If for some reason the Workers Compensation claim is not certified, the Employee's injury leave will be charged against his accumulated sick leave.
- Section 15.24 The Employer will not be liable for the injury of an Employee resulting or arising from outside employment and/or off-duty injuries. Wage Continuation may not be used under those conditions.
- Section 15.25 The Employer reserves the right to withhold benefit payments or take disciplinary action, up to and including termination, against any Employee who is guilty of submitting a false claim for benefits covered under this Article or for working for another employer while on Wage Continuation when physically capable of performing their duties at the Police Department.
- Section 15.26 ***Mandatory Sick Leave Re-banking*** – Butler Township will require an Employee to sign a separate and mandatory *Sick Leave Re-banking Agreement*, requiring the Employee to buy back and re-bank their accumulated sick leave days with the Township. Upon receipt of the first Workers Compensation benefit check, the Employee will assign the check to Butler Township to buy back and re-bank the accumulated sick leave days used pursuant to this Section. This provision is mandatory, and no Employee is allowed to use further accumulated sick leave hours without re-banking them upon receipt of the first benefits check.
- Section 15.27 If the Employer has reasonable cause to believe than an Employee is physically able to return to work, the Employee may be required to submit to an examination to determine their physical capacity to return to work. The Employer will pay the cost of the examination. Employees shall advise the Employer monthly of their physical condition if off on Injury Leave. Disputes will be resolved in accordance with the grievance procedure.
- Section 15.28 Should an Employee anticipate being on injury leave for a period of time in excess of three (3) months, or for a shorter period if the Department faces expected heavy workloads, the Employer and Union representative will meet to review manpower, scheduling, and budgetary requirements, and will determine whether the hiring of additional temporary personnel is warranted. The Township Administrator will have the final decision on hiring.
- Section 15.29 Upon request, an Employee on injury leave will provide to the Employer a Progress Report from his physician at intervals of no more than thirty (30) days.

### **SECTION 15.3 – MODIFIED DUTY**

Section 15.31 Should an Employee's physician permit a return to work from sick or injury leave on a restrictive basis, and provided work is available, the Employer may assign the Employee to duties consistent with their capabilities for a period of thirty (30) days. The Employer will have the discretion to extend the time period.

Section 15.32 Modified duty and payment received therefore will be in lieu of lost earnings that could be received under Workers Compensation benefits, but will not be deemed to restrict in any manner the Employee's entitlement to coverage for medical expenses, nor prohibit the Employee's entitlement to pursue future claims arising from injury or illness.

#### **SECTION 15.4 – FITNESS FOR DUTY**

Section 15.41 If the Employer has reasonable cause to believe that an Employee is mentally or physically unable to perform required duties, the Employer may require the Employee to take an examination to determine mental or physical capacity to perform required duties. The Employer will schedule the examination at the earliest available date and time, and the Employer will pay for the examination.

Section 15.42 If the examination determines that an Employee is unable to perform required duties, or if their condition jeopardizes either their health or the health and safety of others, the Employer may place the Employee on sick leave.

Section 15.43 If an Employee disagrees with the results of the mental or physical examination, they may, at their own expense, obtain an opinion from their own personal physician. If the results of the examination and/or opinion differ, the respective physicians will select a third physician who will examine the Employee and render the final decision that will be binding on the Employer and Employee. The Employer and Employee will split the cost for the third examination.

#### **SECTION 15.5 – BEREAVEMENT LEAVE**

Section 15.501 Bereavement Leave – The Employer will grant an Employee who suffers a death in their family paid leave.

Section 15.502 Employees shall be granted paid Bereavement leave, with approval of the Police Chief, up to a maximum of three (3) working days for the funeral of a member of an Employee's immediate family. Bereavement leave, although deducted from sick leave, will be logged as bereavement leave and will not be used for purposes of an Employee performance evaluation.

Section 15.503 Immediate family, for the purpose of this section, is defined as spouse, child, step-child, grandchild, parent, step-parent, guardian, grandparent, brother, sister, parents or step-parents of spouse, brother or sister in law, and grandparents.

Relatives and family members not specifically listed in this section are not considered immediate family.

- Section 15.504 In the event of death of any other legal relative, the employee may be granted one (1) day of paid funeral leave.
- Section 15.505 Employee's shall use the Leave Request Form to document funeral leave.
- Section 15.506 The Funeral Leave shall be granted for those days for which the employee is scheduled to work and must be within seven (7) calendar days of the scheduled funeral.
- Section 15.507 Other paid leaves may be used for additional bereavement leave if needed.
- Section 15.508 The Employer will not grant Bereavement leave for time the Employee is in unpaid leave status, (unpaid leave status is interpreted as being military leave, disciplinary suspension, or a voluntary unpaid leave of absence.)
- Section 15.509 When the use of bereavement leave becomes necessary, the Employee or some member of the Employee's immediate family must notify the on-duty supervisor by telephone not later than two (2) hours before the normal starting time of the watch, unless emergency conditions exists making such reporting impossible.
- Section 15.510 If the Employee or some member of the Employee's immediate family cannot make contact with anyone at the Police Department, they must contact the Communication Center and request that the on-duty supervisor contact them to report their absence. Unless notification is given, no bereavement leave will be approved, except in unusual cases, and then only after the approval of the Chief.

#### **SECTION 15.6 – MILITARY LEAVE**

- Section 15.61 An Employee who enters military service and has re-employment rights under applicable Federal law and Regulations will be considered on military leave of absence and will retain and continue to accrue seniority during their leave of absence.
- Section 15.62 Returning military Employees will have re-employment or other rights guaranteed to them under applicable State and Federal law.
- Section 15.63 Upon entering military service, an Employee will receive all their accrued vacation and/or all other monetary benefits to which they are entitled with their last Township paycheck before entering service.
- Section 15.64 During the Employee's military service in an Ohio organized militia (Ohio Army National Guard, Ohio Air National Guard, Ohio Naval Militia, and Ohio

Military Reserve) or in reserve components of the armed forces of the United States of one (1) month or less, Employees are entitled to leave of absence from their respective positions without loss of pay for the time they are performing service. The provisions of R.C. 5923.05 and USERRA (Uniformed Services Employment and Reemployment Act of 1994) will similarly govern longer periods of absence.

#### **SECTION 15.7 – PREGNANCY NOTIFICATION AND MATERNITY LEAVE**

Section 15.71 An Employee will notify her immediate supervisor of her pregnancy as soon as she knows she is pregnant and will furnish written confirmation from her physician indicating the anticipated date of birth.

Section 15.72 With the written approval of her physician, the Employee will be permitted and expected to work as long as she is able to perform the regular duties of her position.

Section 15.73 If the Employer determines that the Employee is no longer able to perform the regular duties of her position or other duties that the Employer needs or desires to have her perform, the Employer will request the Employee to obtain a physician's statement concerning her inability to perform the duties of her position, and will request the physician to declare a specific date for the Employee to begin her leave.

Section 15.74 During her maternity leave of absence, the Employee will continue to accrue service credit towards her pension benefits and other benefits that are based on length of service, provided the Employee remains in active pay status and returns to work at the end of the maternity leave.

Section 15.75 Upon completion of a maternity leave of absence, the Employee will be returned to the classification that she formerly held, provided she has complied with all the terms of this Section and provides a physician's release to full duty.

Section 15.76 The starting date of a maternity leave of absence will be provided to the Employer no later than thirty (30) days before the commencement of such leave, except in emergency situations. The Employee will be reinstated with full seniority provided the Employee has contacted the Employer within thirty (30) days after delivery and indicates the date she desires to return to work, and provided that the Employee returns to work no more than twelve (12) weeks after delivery, per FMLA leave requirements

#### **SECTION 15.8 – JURY DUTY**

Section 15.81 Employees will be paid at their regular rate of pay for on-duty time spent on Jury Duty, provided the Employee pays to the Township all compensation

received from a court for jury service. The Employer will release the Employee from duty for the purpose of jury service.

## ARTICLE 16

### SAFETY

- Section 16.1 The Employer and the Union agree that the safety and health of all Employees are of the highest importance. Each agrees to cooperate in an effort to prevent injury.
- Section 16.2 It is the responsibility of the Employer to provide safe working conditions, equipment, and working methods for their Employees. The supervisor must correct known unsafe working conditions promptly. The Employer must see that its Employees use all safety rules and good working methods.
- Section 16.3 It is the duty of all Employees to use appropriate safety equipment and follow safety rules and safe working methods. Employees that violate safety rules are subject to disciplinary action. The Employer will enforce safety rules without discrimination within the bargaining unit.
- Section 16.4 Employees are responsible for the proper use and care of equipment. It is the Employee's responsibility to complete a *Vehicle Maintenance Form* to report problems with, or unsafe, department vehicles. Additionally, Employees must submit a memorandum to report other unsafe working conditions. These memorandums must be sent to the Captain or Chief.
- Section 16.5 When an Employee can supply evidence that they have sustained damage to eye glasses, clothing, or any other personal property (used on duty with the knowledge and permission of the Chief) while performing their assigned duties with due caution, the Employer will reimburse the Employee for the fair-market value of the damaged or destroyed item, ordinary wear and tear excluded.

## ARTICLE 17

### HOURS OF WORK AND OVERTIME

#### SECTION 17.1 – HOURS OF WORK

- Section 17.11 The Employer will endeavor to maintain a 5/2, 5/3 schedule with the Employee working an 8.5 hour day, dependent upon budget and/or staffing needs. The Employee agrees to repay a maximum of twelve (12) hours in training per year,

without compensation, unless the schedule is changed from the 5/2, 5/3 work schedule. Before implementation, the Employer agrees to give the Union a thirty (30) day notice of any schedule change necessitated by budget or staffing needs.

Section 17.12 In order to eliminate fluctuations in Employee paychecks, Employees will receive twenty-six (26) equal paychecks computed on the basis of eighty (80) hours per pay period. Schedule changes will not have impact on the eighty (80) hours per pay period paycheck.

Section 17.13 Employees assigned to the Detective Section will operate under a 5/2 schedule and a normal eight (8) hour workday, with Saturday, Sunday and holidays off. The Employer reserves the right to flex that schedule when necessary and/or when mutually agreed upon by the Employer and Employee.

Section 17.14 The Employer may adjust schedules for departmental or Employee benefit.

#### **SECTION 17.2 – DEFINITION OF DAY**

Section 17.21 A day is defined as a full twenty-four (24) hour period.

#### **SECTION 17.3 – OVERTIME PAY**

Section 17.301 Pay for overtime worked will be at the rate of one and one-half (1.50) times the straight hourly base rate of pay.

Section 17.302 Employees must submit all overtime requests on the *Overtime & Compensation Request Form* with all appropriate signatures.

Section 17.303 Employees are not permitted to work overtime without the authorization and/or approval of a supervisor.

Section 17.304 Employees who work a standard forty (40) hour week will be eligible for overtime pay only for time worked in excess of the standard forty (40) hour work week. Approved compensatory time, vacation, personal leave, or sick leave is part of the standard forty (40) hour work week.

Section 17.305 Employees who work over their scheduled shift will be eligible for overtime pay only for authorized time worked in excess of their scheduled shift. Approved compensatory time, vacation, personal leave, or sick leave is part of the workday.

Section 17.306 The Employer will endeavor to distribute authorized overtime among Employees in a non-preferential and equal basis. Overtime will be assigned on a rotation basis. The Employer will maintain a computer card file with the

names of each Employee. Bargaining unit Employees shall be offered all overtime first, before it can be assigned to part-time and/or auxiliary officers.

- Section 17.307 Employees whose card is at the front of the computer card file will be given the first opportunity for overtime. An Employee who accepts overtime or is offered overtime, but declines same, will have their card placed at the back of the card file.
- Section 17.308 An Employee whose card is at the front of the file, but is not eligible to accept the overtime due to being on duty, vacation, sick leave, or a compensatory day, will remain at the front of the card file for the next overtime opportunity.
- Section 17.309 The Employer reserves the right to require Employees to work overtime. Should it become necessary to require Employees to work overtime, assignments will begin with the least senior Employee capable of performing the required work.
- Section 17.310 Unless an emergency situation exists, no Employee will work over seventeen (17) hours in a twenty-four (24) hour period.
- Section 17.311 Order-in or hold-over overtime will not be ordered for periods greater than four (4) hours unless staffing requirements dictate the necessity to do so. In the case of hold-over overtime, the overtime will first be offered to the senior Employee working down to the least senior working Employee on the shift. If no working Employee accepts the overtime, the least senior working Employee will be ordered to stay over to fill the vacancy.

#### **SECTION 17.4 – CALL-IN PAY**

- Section 17.41 Employees called in to work, when not a continuation of a shift, will be guaranteed a minimum of two (2) hours work paid at overtime rate.
- Section 17.42 Call-in pay does not begin when the Employee receives the request to report for work nor does it include driving time to the Police Department. Call-in pay will begin at the time the Employee begins to perform their official duties. However, call-in pay for Employees reporting directly to a scene from their homes will include their driving time to the scene.
- Section 17.43 If an Employee cannot respond in thirty (30) minutes or less, this may restrict or prevent the Employee from being called in. Therefore, the next available Employee will be contacted.

#### **SECTION 17.5 - PYRAMIDING**

- Section 17.51 There will be no pyramiding of overtime. Payment for overtime will not be pyramided so Employees receive multiple payments for the same hours worked.

## **SECTION 17.6 – COMPENSATORY TIME**

- Section 17.61 An Employee may choose to take compensatory time in lieu of overtime compensation if the Employee indicates such choice on the *Overtime Compensation Form* for the shift, overtime shift, or court time. The exception to this requirement is if the Employee works a contracted special event; then the hours worked must be taken in overtime pay.
- Section 17.62 Compensatory time will be credited to the Employee at the rate of one and one-half (1.50) hours for each overtime hour worked.
- Section 17.63 Employees may accrue a maximum of fifty-four (54) hours of compensatory time. Employees submitting a request for compensatory time that exceeds the maximum of fifty-four (54) hours will automatically be paid overtime for the hours worked. Employees may not “buy back” accrued compensatory time.
- Section 17.64 No more than five (5) consecutive compensatory days shall be taken at one time. Compensatory time requests will be given the same weight as vacation and PA days and will not be denied unless taking such time might unduly disrupt operations.
- Section 17.65 Employees must submit in writing all leave requests for authorization of the use of compensatory time, no later than three (3) days before the requested dates. Supervisors may make exceptions to this requirement when the request does not result in scheduling or manpower problems.
- Section 17.66 Employees who have accrued compensatory time will, upon termination of employment or death, be paid for unused compensatory time.

## **SECTION 17.7 – COURT TIME**

- Section 17.71 Court time appearances on the Employee’s scheduled day off will be paid a minimum of two (2) hours overtime pay. However, the Employee must contact the court twenty-four (24)-hours in advance to insure that the Employee is still needed for the case. If the Employee is not needed, no compensation is due.
- Section 17.72 Court time appearances on an Employee’s duty day will be compensated for two (2) hours overtime pay. If the entire court appearance occurs within two (2) hours of the beginning or end of the shift, then the employee will be compensated for hours worked. However, the Employee must contact the court twenty-four (24)-hours in advance to insure that the Employee is still needed for the case. If the Employee is not needed, no compensation is due.
- Section 17.73 Employees will not be paid overtime for on-duty appearances.

Section 17.74 If more than one (1) court case occurs within the Employee's scheduled court time it will be considered as a continuous court case and the Employee's time and compensation due will be continued until all cases are complete.

Section 17.75 The Employer will not be obligated to pay for an Employee's mileage when traveling to and from a court appearance within Montgomery County while using their own vehicle. The Employer will provide a Township vehicle to the Employee for a court appearance outside Montgomery County for court cases related to Butler Township. The Employer will reimburse Employees for parking when necessary.

#### **SECTION 17.8 – TRAINING**

Section 17.81 When reasonably possible, Employees will attend department-approved training during on-duty time. The Employer will attempt to adjust the Employees schedule to make training days their duty days. If it is not possible to adjust the Employee's schedule, the Employer will compensate the Employee at one and one-half (1.50) times their normal rate of pay for the hours worked in excess of their required twelve hour (12) pay-back (reference Section 17-11) due to the 5/2, 5/3 schedule. Employees will not be compensated for voluntary training.

Section 17.82 Travel time to and from training is not included in the shift. Employees will not be compensated for travel time.

#### **SECTION 17.9 - SPECIAL EVENTS**

Section 17.91 Overtime assignments for special events are voluntary. Once an overtime assignment is accepted, it will be considered part of an Employee's work assignment, except that inability to work based on illness will not require the Employee to use sick leave.

Section 17.92 The Employer will endeavor to distribute authorized special event overtime among Employees on a non-preferential and equal basis. Overtime will be assigned on a rotation basis. The Employer will maintain a computer card file with the names of each Employee.

Section 17.921 Employees whose card is at the front of the computer card file will be given the first opportunity for special event overtime. An Employee that accepts special event overtime, or declines same, will have their card placed at the back of the card file.

Section 17.922 An Employee whose card is at the front of the file, but is not eligible to accept the special event overtime due to being on duty, vacation, personal leave, sick leave, or a compensatory day, will have their card remain at the front of the card file for the next overtime opportunity.

Section 17.923 In cases where special event overtime is scheduled but cancelled the day of the scheduled overtime, before the Employer can notify the Employee, a minimum of two (2) hours overtime will be paid to the Employee.

#### **SECTION 17.10 – DAYLIGHT SAVING TIME CHANGE**

Section 17.101 Employees working when Daylight Saving Time begins will not be paid overtime for the additional one hour caused by the time change.

Section 17.102 Employees working when Daylight Saving Time ends will not be docked for the one hour caused by the time change.

#### **SECTION 17.11 – ROTATING SHIFTS**

Section 17.111 Employees who work more hours than their scheduled shift in a twenty-four (24) hour period while changing from one shift to another, due to shift bid changes, will not be paid overtime.

#### **SECTION 17.12 – TUITION REIMBURSEMENT**

Section 17.121 The Employer will budget an amount of money each year to pay for tuition reimbursement and for the cost of the books for academic classes offered by accredited local colleges and universities. The amount budgeted for tuition reimbursement will be determined by the Employer after an annual review of revenues/expenses for the upcoming fiscal year.

Section 17.122 The Employer will reimburse Employees for one hundred percent (100%) of expenses for job-related academic training and fifty percent (50%) of expenses for non-job related academic training, up to a maximum of one thousand dollars (\$1000) per calendar year.

Section 17.123 Reimbursement for academic courses will only occur when the Employee obtains Employer approval prior to incurring the expense for tuition. Employees wishing to participate in the Academic Tuition Reimbursement program must submit a written request to the Employer which specifically identifies the course(s) being requested for reimbursement, the cost of the course(s), and the cost of books. Failure to seek approval prior to registering for classes will disqualify the Employee for tuition reimbursement.

Section 17.124 Reimbursement will be made to the Employee only after receipt of evidence of satisfactory completion of the course(s). Satisfactory completion will be considered at least a 2.5 grade point on a 5.0 point grading scale.

Section 17.125 Employees who terminate Township employment for any reason within three (3) years of receiving tuition reimbursement shall reimburse the Township, pro

rata, for tuition expenditures by the Township. Payment will be deducted from the Employees final pay.

- Within one (1) year = 100% reimbursement
- Within two (2) years = 75% reimbursement
- Within three (3) years = 50% reimbursement
- After three (3) years = Nothing due

## ARTICLE 18

### HOLIDAYS & HOLIDAY PAY

#### SECTION 18.1 – HOLIDAYS

Section 18.11 In addition to an Employee's forty (40) hour work week, Employees who are assigned to any schedule, other than Monday through Friday, with weekends and holidays off, will receive eight (8) hours of holiday pay (straight time) for each holiday falling within their forty (40) hour work week. The Township's eleven (11) approved paid holidays are:

a)	New Year's Day	January 1 <sup>st</sup>
b)	Martin Luther King Day	3 <sup>rd</sup> Monday in January
c)	President's Day	3 <sup>rd</sup> Monday in February
d)	Memorial Day	Last Monday in May
e)	Independence Day	July 4
f)	Labor Day	1 <sup>st</sup> Monday in September
g)	Veteran's Day	November 11
h)	Thanksgiving Day	4 <sup>th</sup> Thursday in November
i)	Day after Thanksgiving Day	4 <sup>th</sup> Friday in November
j)	Christmas Eve	December 24
k)	Christmas Day	December 25

Section 18.12 Employees who *work* on a holiday will receive compensation at one and one-half (1.50) times their straight hourly base rate of pay.

Example:                   40 hour work week  
                                  8 hour (straight time) holiday pay  
                                  12 hours for working holiday (8 hours @ 1.5)  
                                  **60 hours pay for the week**  
                                  **100 hours pay for the two-week pay period**

Section 18.13 Employees who are *scheduled off* on the holiday will receive eight (8) hours of holiday pay (straight time) for the holiday.

Example:                   40 hour work week

8 hour (straight time) holiday pay  
**48 hours pay for the week**  
**88 hours pay for the two-week pay period**

Section 18.14 Employees who work overtime on their scheduled holiday off will receive one and one-half (1.50) times their straight hourly base rate of pay for hours worked.

Example: 40 hour work week  
8 hours (straight time) holiday pay  
12 hours for hours worked (8 hours @ 1.5)  
**60 hours pay for the week**  
**100 hours pay for the two-week pay period.**

Section 18.15 Employees who work a Monday through Friday schedule, with weekends and holidays off, will receive the holiday off with no additional holiday pay.

Example: 32 hour work week  
8 hours credit for holiday off  
**40 hours pay for the week**  
**80 hours pay for the two-week pay period**

Section 18.16 If the Employee works overtime on a holiday, they will receive one and one-half (1.50) time their straight hourly base rate of pay for hours worked.

Section 18.17 Employees taking a vacation or compensatory day on a specified holiday will be charged with the use of accrued vacation or compensatory time equaling their normal scheduled work hours and will be paid eight (8) hours (straight time) for the holiday.

Section 18.18 Holidays will occur on the days specified in Section 1.14 of the ORC. In the event a holiday falls on Saturday, the Friday immediately before it will be observed as the holiday. In the event a holiday falls on Sunday, the Monday immediately after it will be observed as the holiday.

## **ARTICLE 19**

### **VACATION & OTHER LEAVES**

#### **SECTION 19.1 – VACATION LEAVE**

Section 19.101 Only full-time Employees accrue vacation leave. Accrued vacation leave is based on the employment anniversary date with Butler Township. Vacation leave is accrued starting at the time of employment; however, an Employee is not eligible to use or be compensated for unused vacation leave accrued until after their initial employment probationary period has been successfully completed.

Section 19.102 Vacation leave is not earned during periods that an Employee is in a non-pay status.

Section 19.103 For Employees who are assigned to eight (8) hour days, vacation accrual for completed years of service is:

Years of Service	Hours per pay period	Hours per year
1 through 4 years	3.08 hours	80 hours
5 through 11 years	4.62 hours	120 hours
12 through 19 years	6.15 hours	160 hours
20 or more years	7.69 hours	200 hours

Section 19.104 For Employees who are assigned to 8.5 hour days, vacation accrual for completed years of service is:

Years of Service	Hours per pay period	Hours per year
1 through 4 years	3.27 hours	85 hours
5 through 11 years	4.90 hours	127.5 hours
12 through 19 years	6.54 hours	170 hours
20 or more years	8.17 hours	212.5 hours

Section 19.105 Vacation leave may be accrued up to the maximum listed by the tables above. Vacation leave accrued in excess of the table amounts above must be taken prior to the addition of any additional vacation being accrued. In the event that scheduling requirements of the Department prevent an Employee from using vacation within an anniversary date, said Employee may be permitted to carry over excess vacation to the following year with approval from the Township Administrator. All accumulated amounts in excess of the carry-over limit must be used before December 31<sup>st</sup> or be forfeited. (Example: if one's anniversary date is May 31<sup>st</sup>, and the Employee has one more week to use, but was not able to use that week before the May 31<sup>st</sup> anniversary date, then the Employee will be permitted to carryover that week past May 31<sup>st</sup>, but must use it before December 31<sup>st</sup> of the same year. Employees are responsible for monitoring their vacation time to prevent forfeiting vacation hours. The Employer is not responsible for monitoring the Employee's vacation time to prevent forfeiting vacation hours.

Section 19.106 With agreement of both the Employee and Employer, equivalent wages can be paid in lieu of taking vacation in excess of eighty (80) hours. If an Employee is denied the use of their vacation time before it can be used, as described in Section 19.105, then the Employee will be allowed to buy back no more than forty (40) hours of their vacation time by the end of the calendar year.

Section 19.107 Vacation leave will be taken at such time as the Employer and Employee mutually agree. The Employer will not deny vacation leave request unless it

creates a hardship to the Department or other Employees, or such leave would reduce manpower beyond the levels permitted to safely operate the shift.

- Section 19.108 Between January 1<sup>st</sup> and January 31<sup>st</sup> of each year, Employees have the opportunity to guarantee up to two (2) weeks of vacation for that year. Employees may submit a *Leave Request Form* for either a two-week vacation or two one-week vacations that, if approved by the Chief, are then guaranteed. This guarantee only applies to weekly blocks of time. The approval process is based upon seniority in the event two or more Employees request the same time period for vacation and all cannot be approved. By February 10<sup>th</sup>, the Chief of Police will post a list of vacation leave requests approved during the pre-approval process.
- Section 19.109 All other vacation leave requests must be submitted for approval in writing, on a *Leave Request Form*, at least fourteen (14) days before the leave date, but no more than ninety (90) days before the leave date. Exceptions may be made at the discretion of the Employer.
- Section 19.110 Vacation leave cannot be used for periods of less than two (2) hours.
- Section 19.111 If an Employee voluntarily transfers to another shift after the approval of a vacation leave request, the Employee must re-submit the leave request for approval. Pre-approved vacation leave will be honored on involuntary transfers.
- Section 19.112 Unused accrued vacation leave will be paid as termination pay to Employees who have provided at least one (1) year of continuous service with Butler Township.
- Section 19.113 In the event of an Employee's death, unused accrued vacation leave will be paid either to next of kin, designated beneficiaries, or to the decedent's estate.
- Section 19.114 In order to ensure appropriate staffing levels, the Employer has set limits on how many Police Department Employees may be on vacation at any given time. No more than one (1) bargaining unit member per shift will be allowed to have vacation leave at the same time.
- Section 19.115 The Chief of Police may approve leave in excess of the above guidelines if an Employee explains, in writing, the extenuating circumstances involved, and if, at the sole discretion of the Police Chief, the work load allows for such leave.

## **SECTION 19.2 – PERSONAL ABSENCE (PA) DAYS**

- Section 19.21 All Employees, after completing one (1) year of full-time service, will be entitled to two (2) personal absence days, with pay, during each calendar year. Employees will be entitled to one (1) additional personal absence day, with pay,

during the next calendar year if the Employee has had perfect attendance and no sick leave occurrences during the previous calendar year.

Section 19.22 Personal absence days must be requested within the calendar year (January 1<sup>st</sup> to December 15<sup>th</sup> ) in which they are earned. Should an Employee not use their personal absence days by the last day of the calendar year, the Employee will lose any remaining days for that year. Personal absence days cannot be carried over to the next calendar year. Approved requested leave prior to December 15<sup>th</sup> must be used by December 31<sup>st</sup> .

Section 19.23 Personal absence days cannot be used for periods less than four (4) hours. Employees must submit an *Employee Leave Request Form* through the chain of command for approval of personal absence days.

PA Day Requirements	PA Days
One year of full-time employment	2
Perfect Attendance for previous year	1
Maximum annual PA days possible	3

Section 19.24 Personal absence days can be taken at such time as the Employer and Employee mutually agree. The Employer will not deny personal absence day requests unless absence would create a hardship for the Department or other Employees, or unless the leave would reduce manpower beyond the levels permitted to safely operate a shift.

### **SECTION 19.3 – BIRTHDAY DAY**

Section 19.31 All Employees, after completing one (1) year of full-time service, will be entitled to one (1) birthday day off, with pay, during each calendar year. With prior notice and approval, Employees may use their birthday day anytime during the calendar year.

Section 19.32 Birthday days must be requested within the calendar year (January 1<sup>st</sup> to December 15<sup>th</sup> ) in which they are earned. Should an Employee not use their birthday day by the last day of the calendar year, the Employee will lose the day for that year. Birthday days cannot be carried over to the next calendar year. Approved requested leave prior to December 15<sup>th</sup> must be used by December 31<sup>st</sup> .

Section 19.33 Birthday days can be taken at such time as the Employer and Employee mutually agree. The Employer will not deny Birthday day requests unless absence would create a hardship for the Department or other Employees, or unless the leave would reduce manpower beyond the levels permitted to safely operate a shift.

## **ARTICLE 20**

### **INSURANCE**

#### **SECTION 20.1 – HEALTH INSURANCE**

Section 20.11 The Township will provide insurance coverage with the same or substantially similar coverage and benefits (medical, life disability, etc.) as provided to all other Township Employees. The benefits provided in this Agreement will be provided through group coverage selected by the Employer. If the Employer implements a cost share for medical or dental insurance, Employees will pay not more than a five percent (5%) share of such coverage during the first year of such implementation, with a maximum share of ten percent (10%) of coverage during the period of this Agreement.

Section 20.12 Each full-time Employee who currently carries a health plan other than single-person coverage shall be offered an incentive to lower the cost of the health insurance monthly premium. For example, if an Employee currently has a family plan, and their spouse has the ability to obtain health insurance through their employer, then the Township will give an incentive for the Employee to remove their spouse from the Township's health insurance plan. The incentive will allow each Employee who takes advantage of the plan to receive one hundred fifty dollars (\$150) per month.

Section 20.13 If the spouse of any full-time Employee has the ability to obtain health insurance for their entire family through their employer, then the Township will give an incentive for that Employee to remove themselves and their family from the Township's health insurance plan. The incentive will allow each employee who takes advantage of this option to receive \$250 per month.

#### **SECTION 20.2 - IMMUNIZATION**

Section 20.21 All Employees will be permitted to receive immunization for Hepatitis "B" and Influenza. The Employer will be responsible for any and all costs associated with the immunizations.

## **ARTICLE 21**

### **UNIFORMS**

#### **SECTION 21.1 – OFFICER UNIFORMS**

Section 21.101 The Employer will provide uniforms and equipment to each full time officer upon hire. Uniforms are considered any item of property issued by the Employer to an Employee for official use. Unless specifically noted, some items may be used, if serviceable. The following is a list of uniform and equipment items that the Employer will supply:

**Uniform Items:**

- 4 Uniform pants
- 4 Long-sleeve shirts
- 4 Short-sleeve shirts
- 1 Duty jacket
- 1 Rain coat and cap cover
- 1 Pair of shoes or boots (according to allowance)
- 1 Uniform hat
- 1 Uniform tie
- 1 Hat badge
- 2 Breast badges
- 1 Name plate
- 1 Gun belt
- 1 Identification card
- 1 Bullet resistant vest (replaced before expiration of vest)

**Equipment Items:**

- Holster and ammunition (for department issue only)
- 1 ASP baton
- 1 ASP baton holder
- 1 Pair of handcuffs
- 1 Handcuff case
- 1 Radio case
- 1 Double magazine pouch

Section 21.102 Employees who currently have a Department issued duty weapon will retain that duty weapon. New Employees must supply their own approved duty weapon.

Section 21.103 The Employer will purchase, on an as-needed basis, but no more often than once a year, one pair of shoes or boots at a cost not to exceed one hundred and eighty (\$180) dollars. Employees wanting to up-grade the type of shoe or boot must pay any additional cost.

Section 21.104 Uniforms will be replaced upon reasonable request to the Employer. Unserviceable items will be turned into the Employer at the time the Employee receives the new item. The Employer will be responsible for maintaining records on each officer's issued items.

- Section 21.105 The Employee must obtain the Employer's approval before obtaining replacement items. Employee abuse of this benefit may be cause for disciplinary action.
- Section 21.106 Employees are responsible for cleaning and maintaining issued uniforms.
- Section 21.107 The Employer will pay for any special uniforms and/or authorized equipment necessary for an officer to participate in a special event.
- Section 21.108 Employees must return all identification cards, uniforms, badges, patches, insignias, or any other issued equipment upon concluding their employment with the Department.
- Section 21.109 Upon retirement, except for psychological reasons, Employees will be presented with their retirement department identification card and badge.
- Section 21.110 Any officer involved in a shooting will be issued a Department owned replacement weapon for the time that their duty weapon is retained for testing or evidence purposes.

#### **SECTION 21.2 – DETECTIVE UNIFORM ALLOWANCE**

- Section 21.21 Employees who become Detectives, and whose assignment is not temporary, will receive a clothing allowance, not to exceed eight hundred dollars (\$800) for the first year of assignment, and then not to exceed four hundred (\$400) dollars every year thereafter.
- Section 21.22 Detectives must first request authorization from the Chief before purchasing any clothing that would require reimbursement by the police Department. The Employer reserves the right to deny a Detective's clothing purchase request if it is known that the Detective will be changing assignments within six (6) months of the eligibility period for a clothing allowance or if purchase requests are within a short time of each other.
- Section 21.23 The Detective will make the initial purchase of clothing, per Section 21.2, and will submit an itemized receipt to the Police Chief for reimbursement.

### **ARTICLE 22**

#### **NO STRIKE OR LOCKOUT**

- Section 22.1 The Union and its bargaining unit members agree not to strike. The Employer agrees not to lockout any Employee during the term or extended term of this Agreement.
- Section 22.2 Any Employee striking or participating in a strike will constitute just cause for disciplinary actions, including termination.
- Section 22.3 In the event of a strike, the Union will immediately take the necessary steps to terminate the strike and to return to normal operations of the Employer.

## **ARTICLE 23**

### **SUBCONTRACTING**

- Section 23.1 In the event the Employer wishes to subcontract any portion of work performed by a bargaining unit member that results in a reduction of regular work hours or layoffs, the decision will be resolved in accordance with Article 9, the Grievance Procedures, of this Agreement.

## **ARTICLE 24**

### **USE OF AUXILIARY AND OTHER PERSONNEL**

- Section 24.1 It is the intent of this Article that bargaining unit members, except as follows, will perform bargaining unit work.
- Section 24.2 Auxiliary, part-time, and other non-bargaining unit employees of the police Department may be used to supplement the work force. This can occur through regular shift assignments, as replacements for other non-bargaining unit members, and as replacements for bargaining unit members on vacation or other leaves, as long as one (1) bargaining unit member is working on the shift, and for emergency situations as determined by the Employer.
- Section 24.3 Supervisory Employees will not be limited in the work they can perform.

- Section 24.4 The Employer may utilize one or more auxiliary and/or part-time employees in the Detective section to assist, but not replace, full-time Detectives. They may assist the Detective with felony, misdemeanor, or other duties assigned by the Detective.
- Section 24.5 The ratio of auxiliary and part-time employees to full-time Employees of the entire Department will not exceed 1 to 1 (e.g., 13 full-time employees to 13 part-time and/or auxiliary employees).
- Section 24.6 Adequate personnel on a shift shall be the responsibility of the Employer, consistent with Township community needs and safety requirements. The minimum staffing for each shift is two (2) officers, one of which shall be a full-time officer. Part-time and auxiliary officers are eligible to be considered for minimum staffing requirements and shift trades.

## **ARTICLE 25**

### **SAVINGS CLAUSE**

- Section 25.1 This Agreement supersedes all applicable State and local laws which it has the authority to supersede. Where this Agreement is silent, provisions of applicable State and local laws shall prevail.
- Section 25.2 If any provision of this Agreement is held unlawful by a court of law, the remaining provisions of this Agreement will remain in full force and effect. In the event that any provision of this Agreement is held by a court of law to be unlawful, all parties to this Agreement will meet within ten (10) days for the purpose of reopening negotiations on only the unlawful provision.
- Section 25.3 Any or all articles of this Agreement may be reopened for negotiations by mutual consent of all involved parties pursuant to Article 26.

## **ARTICLE 26**

### **DURATION OF CONTRACT**

#### **SECTION 26.1 – EFFECTIVE PERIOD**

- Section 26.11 This Agreement will be effective beginning November 12, 2011, and will remain in effect through November 11, 2014.

## **SECTION 26.2 – MID-TERM BARGAINING**

Section 26.21 Subject to the specific rights retained by the Employer in this Agreement, the parties may agree to mid-term bargaining pursuant to ORC chapter 4117 et seq.

## **SECTION 26.3 – ENTIRE AGREEMENT**

Section 26.31 During the negotiations resulting in this Agreement, the Employer and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter for which the State Employment Relations Act imposes an obligation to bargain.

Section 26.32 Except as specifically set forth elsewhere in this Agreement, the Employer and the Union expressly waive their right to require the other to bargain collectively over all matters for which the State Employment Relations Act imposes an obligation to bargain.

Section 26.33 This Agreement contains the entire understanding, undertaking, and agreement of the Employer and the Union, after exercise of the right and opportunity referred to in the first sentence of this Article, and finally determines all matters of collective bargaining for its term.

Section 26.34 Changes in this Agreement, whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the Employer and the Union.

## **ARTICLE 27**

### **EMPLOYEE ASSISTANCE PLAN AND SUBSTANCE TESTING**

#### **SECTION 27.1 – EMPLOYEE ASSISTANCE PLAN**

Section 27.11 The Employer will promptly establish an Employee Assistance Program (EAP) to provide counseling and/or referral services for Employees who have continuing personal problems that may adversely affect their work performance. These problems may be financial, emotional, family, legal, or drug and alcohol related.

Section 27.12 Referrals to treatment or counseling services may be initiated by the Employee and/or Employer through the EAP Coordinator. All referrals will be strictly confidential, and unless otherwise prohibited by law, no records of referrals will be kept in the Employee's personnel file that is open to the public.

Section 27.13 Unless a referral is mandatory under the Employer's Substance Abuse Policy, EAP services are strictly voluntary, and participants in the program will still be

required to meet existing performance standards. Initial costs associated with preliminary interviews, counseling, and referral will be borne by the Township. Costs associated with any ongoing counseling or other professional services will be the responsibility of the Employee unless otherwise covered by applicable health insurance programs. No professional counseling will be conducted at the workplace nor performed by the Employer or other Employees.

Section 27.122 Supervisors will be briefed annually on how to properly respond to the Employee who seeks assistance. Additional information may be obtained by contacting the designated EAP Coordinator or Township Trustees.

#### **SECTION 27.2 – SUBSTANCE TESTING DEFINITIONS**

- a) Employee – any bargaining unit member.
- b) Employer – Chief of Police.
- c) Board – Township Board of Trustees
- d) Controlled Substance – controlled substances as listed in Schedules I through V of Section 202 of the Controlled Substance Act (21 USC 812); or as defined in Section 3719.01 of the ORC or as otherwise defined under applicable Federal or State law.
- e) Harmful Intoxicant – a substance defined in Section 2925.01 (I) of the ORC, or as otherwise defined under applicable Federal or State law.
- f) Conviction – a finding of guilt, including a plea of nolo contendere (no contest); or the imposition of a sentence; or both by any judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes.
- g) Criminal drug statute – a Federal, State, or local criminal statute or ordinance involving the manufacture, distribution, dispensing, use, or possession of any controlled substance or harmful intoxicant.
- h) Reasonable suspicion – is defined as an apparent state of facts and/or circumstances found to exist on inquiry by the supervisor that would warrant a reasonable, prudent person to believe the Employee was under the influence of a controlled substance, harmful intoxicant, beer, wine or intoxicating liquor.
- i) Random Testing – is defined as the selection of any Employee of Butler Township (not limited to Employees of the Police Department) for substance testing on an indiscriminate basis. Before implementation of random drug testing, all Township Employees will be included in the process.

#### **SECTION 27.3 – DRUG FREE WORKPLACE ARTICLE**

- Section 27.31 It is the desire and objective of Butler Township to maintain a safe and productive “Drug Free” workplace for its employees. Employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or harmful intoxicant.
- Section 27.32 The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or harmful intoxicant by any Employee, that takes place in the workplace or during work hours, is strictly prohibited, and will result in criminal prosecution and/or Employee discipline up to, and including, discharge.
- Section 27.33 Any Employee convicted of any Federal or State criminal drug statute occurrence in the workplace shall be cause for the Employer to be notified of that fact within five (5) calendar days of the conviction.
- Section 27.34 Any Employee who reports for duty in an altered or impaired condition that is the result, in whole or in part, of the illegal use of a controlled substance or harmful intoxicant, or the use of beer, wine or intoxicating liquor, will be subject to disciplinary action. As set forth hereafter, the Employer may choose to hold disciplinary action in abeyance while an Employee participates in drug and/or alcohol rehabilitation. The Employee assistance will remain confidential and will not be noted in the Employee’s personnel file; however, the Employer will maintain records concerning the referral and treatment that will not be available to the public, unless required by applicable law. This “Drug Free” workplace article will apply to all employees of Butler Township.

#### **SECTION 27.4 – DISTRIBUTION OF DRUG FREE WORKPLACE ARTICLE**

- Section 27.41 All bargaining unit members will receive copies of the Township’s *Drug Free Workplace Statement, Drug Free Workplace Article* and *Drug Testing Article*, and will be required to sign for receipt of these copies. Copies of signed receipts for such Articles will become a permanent part of the Employee’s personnel file.
- Section 27.42 All bargaining unit members will be given notice that the Township reserves the right to order Employees to submit to random testing, as well as testing upon reasonable suspicion, in accordance with this Article of the collective bargaining Agreement.

#### **SECTION 27.5 – EMPLOYEE DRUG / ALCOHOL TESTING**

- Section 27.51 In order to maintain a safe and healthy environment in which to work, the Employer reserves the right, as a condition of continued employment, and on either a random basis or where there is reasonable suspicion that an Employee’s work performance is being affected, to order an Employee to submit to

examinations of blood, urine, or hair samples to test for illegal drugs, harmful intoxicants, or the misuse of legal drugs and/or alcohol.

Section 27.52 Reasonable suspicion will be determined by the Employer or Employer's designee on the basis of reliable and verifiable information being provided, including but not limited to descriptions of appearance, behavior, speech, or breath odor. All reliable and verifiable information will be made available to the member's union representatives.

Section 27.53 Employee substance-use testing will be conducted solely for administrative purposes. Results obtained will be held in complete confidentiality and may not be used in criminal proceedings other than by subpoena from a judicial body.

#### **SECTION 27.6 – SUBSTANCE TESTING**

Section 27.601 To the extent that the Employer implements a Substance Testing Program that is applicable to Employees covered by this Agreement, the following minimal standards will apply:

- a) All drug/alcohol screening tests will be conducted by medical laboratories licensed by the State of Ohio or properly accredited by a recognized national organization (e.g., the College of American Pathologists.) Practices utilized by the Employer and testing laboratory will include chain-of-custody procedures and mass spectroscopy confirmation of any positive initial screening.
- b) The foregoing laboratory procedures will be the protocol followed in this Article, and will be outlined in writing concerning the collection of bodily fluids or hair samples utilized for examination and testing.
- c) The samples collected will be contained in three (3) separate containers for use in the following prescribed testing procedures. All separate containers will be initialed by the member and the person taking the samples after sealing of the containers. Either party may have another representative present as a witness during the taking of the aforementioned samples at no loss of wages for any party.
- d) This protocol procedure will be sent to the Union; and at its opinion and expense, the Union may send the protocol procedure to a board certified clinical pathologist for opinions as to the adequacy of procedures. If the Union finds bona fide serious testing process flaws in the protocol, the Employer will communicate with and/or solicit other potential vendors to achieve an acceptable protocol that satisfies accepted industry standards, which standards will be binding upon the parties.
- e) If the protocol is accepted by the Union, and no timely objections are made by a qualified expert for the Union, the designated vendor will be accepted and a collection point designated.

Section 27.602 The results of the testing will be delivered only to the Chief of Police, Township Administrator, Trustees and the Employee tested. An Employee whose

confirmatory test result is positive will have the right to request a certified copy of the testing results in which the vendor will affirm that the test results were obtained using the approved protocol methods. The Employee will provide a release for disclosure of the testing results. A Union representative from the bargaining unit will have a right to access to the results upon request to the Chief of Police, with the Employee's written consent.

- Section 27.603 Upon direct orders by the Employer, pursuant to this Substance Testing Article, the Employee will, at the expense of the Township, submit to such test; and upon request, the Employee will sign an appropriate release form authorizing withdrawal of blood, urine or hair samples and the release of the test results to the Employer.
- Section 27.604 Refusal by an Employee to submit, as ordered, to any test under this Article, or refusal to sign a release form, as required, or failure or refusal to provide either a specimen of urine, blood, or hair sample, as ordered, will constitute a presumption of a positive test result, and may result in such Employee's discipline. At the time of the taking of the original specimens, three (3) separate specimens will be taken. Two of the specimens will be delivered to separate testing facilities, and the third will be sent to a drug testing facility of the Employee's choice. The Employee's sample will be tested at the Employee's request and expense.
- Section 27.605 The testing facilities chosen will have Liability Insurance to protect the Employee from false readings of the specimens being tested. If the results of the two separate tests required by the Township have not been returned within twenty (20) calendar days and the Employee deems it necessary to have his/her specimen tested, the cost of such test will be paid by the Township. No Employee will suffer any loss of wages or accumulation of any type of leave while waiting for the results of any test or physician verification for his/her return to duty if the drug test returns indicate the Employee was substance free.
- Section 27.606 If the screening test is positive, a confirmatory test will be conducted. The positive findings of the first confirmatory test may be followed by the Employer desiring that the second sample be tested.
- Section 27.607 In the event the second test confirms the results of the first test, the Employer may proceed with sanctions as set forth in this Article.
- Section 27.608 In the event that the second test contradicts the results of the first test, the Employer may request a third test at a laboratory from the list maintained by the Employer and approved by the Employer and the Union. The results of the test, if positive, will allow the Employer to proceed with sanctions, as set forth in this Article. If the results are negative, the Employee will be given the benefit of the doubt, and no sanctions will be imposed.

- Section 27.609 In the event that two tests are positive, the Employee is entitled to have the sample in the third container tested at an approved laboratory, at the Employee's expense. If the test were to come back negative, all of the testing procedures will be investigated and a meeting with the member, Union, and the Township will take place in order to decide if another test would benefit the accused. If possible or necessary, another sample may be taken or retesting of the prior samples taken at the joint (50-50) expense of both the Employee and the Employer.
- Section 27.610 A list of three (3) approved testing laboratories will be maintained by the Employer. These laboratories will conduct any testing directed by the Employer. The Employer will obtain the approval of the Union as to any laboratories put on this list, which approval will not be unreasonably withheld.
- Section 27.611 After two (2) positive test results are received, as set forth above, the Employer may require the Employee to participate in any rehabilitation that is covered by the Employee's health insurance or EAP. Depending upon the nature and severity of the offense, discipline resulting from the positive findings of confirmatory sample testing for controlled substances and/or harmful intoxicants may be immediately imposed or reasonably deferred pending rehabilitation of the Employee.
- Section 27.612 Discipline resulting from the positive findings of confirmatory sample testing for beer, wine or intoxicating liquor will be deferred on the first occasion pending rehabilitation of the Employee. However, if said use resulted in loss or damage to Township property or liability of the Township to a third party, immediate discipline may be imposed even though the Employee is referred to a rehabilitation program. An Employee who participates in a rehabilitation program will be allowed to use sick leave, vacation leave, leave of absence, and compensatory time for the program for the period of the rehabilitation.
- Section 27.613 Upon successful completion of such program, and upon receiving results from a retest demonstrating that the Employee is substance free, the Employee will be returned to his/her former position. Any Employees in the above mentioned rehabilitation programs who are placed on medical leave of absence without pay because of a lack of accrued sick leave will retain only such benefits and seniority as is provided under other applicable Articles of this Agreement.
- Section 27.614 If the screening test is positive and the circumstances surrounding the incident are of such severity and egregiousness that immediate discipline is reasonable and appropriate, or if the Employee refuses to undergo rehabilitation, or if they fail to complete a program of rehabilitation, or if they test positive during substance abuse tests within twelve (12) months after his/her return to work from a program, the Employee will be subject to discipline for any violation of law or policy that occurs while on duty in conjunction with said substance or alcohol abuse (eg., DUI, insubordination, etc.)

- Section 27.615 Costs of all drug/alcohol screening tests and confirmatory tests will be borne by the Employer except that any test initiated at the request of the Employee, or otherwise not mentioned, will be at the Employee's expense.
- Section 27.616 The Employer may conduct three (3) tests over a period of twelve (12) months from the time of an Employee's return to work. However, drug/alcohol testing may be required of any Employee, at any time, based upon reasonable suspicion or if randomly selected.
- Section 27.617 Only for purposes of implementing provisions of this Article, each bargaining unit member who undergoes substance testing will execute a medical release in order for the Employer to obtain the results of the drug/alcohol screening testing. Except as otherwise provided by State or Federal law with regard to communicable diseases, or without further authorization of the Employee, the releases referred to in this Article will authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical findings may be released without the express written permission of the Employee.
- Section 27.618 The provisions of this Agreement will not require the Employer to offer a rehabilitation program to any Employee more than once.
- Section 27.619 An Employee who refuses to take, or does not take, a substance use test administered pursuant to this Article, and is only suspended, may not return to duty until having passed a substance use test administered pursuant to this Article.
- Section 27.620 Any bargaining unit Employee who has been ordered to undergo blood, urine or hair testing may, upon request, be accompanied to the testing site by a steward or co-worker. No test will be delayed due to the tardiness of the Employee's representative or co-worker. The Employee's steward or co-worker will be given reasonable time to attend.
- Section 27.621 Results of all tests administered pursuant to this Article will constitute medical information and will not constitute a public record unless otherwise provided under Ohio law. There will be equal and fair treatment to all bargaining unit Employees.
- Section 27.622 The reading and interpretation of the specimen results will be done by a Medical Review Officer who will be a licensed physician responsible for receiving laboratory results generated by an Employer's substance testing program, who has knowledge of substance abuse disorders, and who has appropriate medical training to interpret and evaluate an individual's confirmed positive test results in conjunction with his/her medical history and any other relevant biomedical

information. This individual will have documented scientific qualifications in analytical testing procedures.

Section 27.623 The Employer and the certified laboratory will develop and maintain a clear and well-documented procedure for collection, shipment and accessing of specimens under this Article.

Section 27.624 A proper chain of custody will be maintained on all specimens taken.

#### **SECTION 27.7 – PRESCRIPTION DRUG USE**

Section 27.71 The Township does not prohibit Employee's from using prescription drugs, provided:

- a) The prescription drugs are prescribed by a licensed medical practitioner, for medical reasons, with dosage frequency prescribed on the label;
- b) The Employee's use of prescription drugs does not affect job performance, threaten the safety, property or reputation of other Employees or the Township, or result in a criminal felony or misdemeanor incident while on duty.

Section 27.72 A supervisor, acting on reasonable suspicion, will give the Employee who is using prescription medication according to the dosage prescribed, and for appropriate medical treatment purposes, the opportunity to explain the circumstances of obtaining the prescription if prescribed to someone other than the user. If the prescription is lawfully filled and used according to the dosage prescribed, and if it is used for a reasonable medical treatment purpose, the explanation will serve as an affirmative defense.

Section 27.73 The Township reserves the right to apply the disciplinary procedures of this policy, including requiring a drug and/or alcohol test, to any Employee who uses prescription drugs in a manner which violates these rules.

#### **SECTION 27.8 – OFF-DUTY CONSUMPTION OF ALCOHOL**

Section 27.81 Employees will not consume alcoholic beverages within eight (8) hours of reporting for duty. If called in for duty, Employees must notify their supervisor, prior to reporting, if they have consumed alcohol within the previous eight (8) hours. Any testing conducted pursuant to this Article, will contain procedures that recognize and accommodate the potential that an Employee's results may initially test positive for alcohol, notwithstanding compliance with the eight (8) hour requirement of this section, and will undertake additional inquiry into the basis for the reading.

**ARTICLE 28**

**WAGES**

**SECTION 28.1 – PAY INCREASES**

Section 28.11 Wage increases during the term of this Agreement are as follows:

<b>Officers:</b>	
November 12, 2011 – November 11, 2012	6.5% increase
November 12, 2012 – November 11, 2013	4.5% increase
November 12, 2013 – November 11, 2014	4.5% increase
<b>Sergeants:</b>	
<i>Probationary Sergeants:</i>	
November 12, 2011 – November 11, 2012	6.25% over top patrol officer pay
November 12, 2012 – November 11, 2013	6.5% over top patrol officer pay
November 12, 2013 – November 11, 2014	6.75% over top patrol officer pay
<i>Non-Probationary Sergeants:</i>	
November 12, 2011 – November 11, 2012	12.75% over top patrol officer pay
November 12, 2012 – November 11, 2013	13.0% over top patrol officer pay
November 12, 2013 – November 11, 2014	13.25% over top patrol officer pay

*(See appendix A – wage rates)*

**SECTION 28.2 – OFFICER-IN-CHARGE PAY**

Section 28.21 Officers designated to serve as *Officer-in-charge* in the absence of a Sergeant will receive a one dollar (\$1.00) per hour increase in their hourly wage rate for the time spent in that capacity.

**SECTION 28.3 – LONGEVITY PAY**

Section 28.31 Employees will receive an annual lump sum payment as listed below on the chart. This payment will be paid each calendar year in December.

<b>0 – 4 years</b>	<b>5 – 9 years</b>	<b>10 – 14 years</b>	<b>15 – 19 years</b>	<b>20 – 24 years</b>	<b>25 – 29 years</b>	<b>30 plus years</b>
\$100 / yr	\$200 / yr	\$300 / yr	\$400 / yr	\$500 / yr	\$600 / yr	\$700 / yr

**SECTION 28.4 – FIELD TRAINING OFFICER**

Section 28.41 Any officer who is a Field Training Officer (FTO) and has a trainee assigned to him shall receive eight (8) hours of compensatory time as compensation for the entire period that the trainee is assigned.

## **SECTION 28.5 – EMPLOYEE’S PERS CONTRIBUTION**

Section 28.51 For 2012, the State has designated the PERS “Employee share” of retirement pension funding to be 12.1 percent of gross wages. The Township will contribute toward the Employee’s share of PERS funding in the following manner:

- a) In 2012, the Township will contribute seven percent (7%) of an Employees gross wages toward the required Employee’s share of PERS pension system funding (57.85% of the required Employee’s contribution amount).
- b) In 2013, the Township will contribute three and one-half percent (3.5%) of an Employees gross wages toward the required Employee’s share of PERS pension system funding.
- c) In 2014, the Township will contribute zero percent (0%) of an Employees gross wages toward the required Employee’s share of PERS pension system funding.

**APPENDIX A**

**SALARY SCHEDULE – OFFICER**

<b>Step</b>	<b>Current</b>	<b>11/12/2011</b>		<b>11/12/2012</b>		<b>11/12/2013</b>	
<b>% of Increase</b>		<b>6.5%</b>	<b>OT</b>	<b>4.5%</b>	<b>OT</b>	<b>4.5%</b>	<b>OT</b>
<b>Probation</b>	21.06	<b>22.43</b>	<b>33.65</b>	<b>23.44</b>	<b>35.16</b>	<b>24.49</b>	<b>36.74</b>
<b>1</b>	21.89	<b>23.31</b>	<b>34.97</b>	<b>24.36</b>	<b>36.54</b>	<b>25.46</b>	<b>38.19</b>
<b>2</b>	22.77	<b>24.25</b>	<b>36.38</b>	<b>25.34</b>	<b>38.01</b>	<b>26.48</b>	<b>39.72</b>
<b>3</b>	23.68	<b>25.22</b>	<b>37.83</b>	<b>26.35</b>	<b>39.53</b>	<b>27.54</b>	<b>41.31</b>

**Salary Schedule – Sergeant 12.75%, 13%, & 13.25% over top pay for Police Officer**

<b>Step</b>	<b>Current</b>	<b>11/12/11</b>		<b>11/12/12</b>		<b>11/12/13</b>	
<b>% Difference</b>		<b>6.25%</b>	<b>OT</b>	<b>6.5%</b>	<b>OT</b>	<b>6.75%</b>	<b>OT</b>
<b>Probation</b>	25.10	<b>26.80</b>	<b>40.20</b>	<b>28.06</b>	<b>42.09</b>	<b>29.40</b>	<b>44.10</b>
<b>% Difference</b>		<b>12.75%</b>	<b>OT</b>	<b>13%</b>	<b>OT</b>	<b>13.25%</b>	<b>OT</b>
<b>Non-Probationary</b>	26.66	<b>28.44</b>	<b>42.66</b>	<b>29.78</b>	<b>44.67</b>	<b>31.19</b>	<b>46.79</b>

In WITNESS thereof, the parties to this Agreement have set their hands this 12th day of December, 2011.

THE BUTLER TOWNSHIP BOARD OF TRUSTEES AUTHORIZED THE TOWNSHIP ADMINISTRATOR AND THE CHIEF OF POLICE TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE OF OHIO, OHIO LABOR COUNCIL, INC. UNDER RESOLUTION NUMBER 11-110.

Kimberly A. Lapensee  
KIMBERLY A. LAPENSEE, TOWNSHIP ADMINISTRATOR

MANAGEMENT TEAM:

Carl Bush  
CARL BUSH  
CHIEF OF POLICE

Kimberly A. Lapensee  
KIMBERLY A. LAPENSEE  
TOWNSHIP ADMINISTRATOR

FOP/OHIO LABOR COUNCIL:

Tom Fehr  
TOM FEHR  
FOP / OLC STAFF REP.

Off. Jason Leslie  
OFFICER JASON LESLIE  
UNION ASSOCIATE

Sgt. M.D. Morgan #5  
SERGEANT MARK MORGAN  
UNION ASSOCIATE

Off. David Naas  
OFFICER DAVID NAAS  
UNION ASSOCIATE

Sgt. CW Guthrie  
SERGEANT CHRIS GUTHRIE  
UNION ASSOCIATE

BOARD OF TRUSTEES:

MR. MICHAEL LANG, PRESIDENT  
MR. MARTIN RUSSELL, VICE-PRESIDENT  
MR. DOUG ORANGE, TRUSTEE

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 11-MED-08-1006
EMPLOYEE ORGANIZATION,	}	11-MED-08-1007
	}	
and,	}	
	}	
BUTLER TOWNSHIP TRUSTEES,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

Respectfully Submitted,



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

cc: Mr. Kimberly Lapensee  
[klapensee@butlertownship.com](mailto:klapensee@butlertownship.com)