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# AGREEMENT

BY AND BETWEEN

**THE FAIRFIELD TOWNSHIP BOARD OF  
TRUSTEES  
AND**



STATE EMPLOYMENT  
RELATIONS BOARD  
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**THE FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.**

(SERGEANTS)

EXPIRES: March 31, 2015

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## **ARTICLE 1 PURPOSE**

The Board of Trustees of Fairfield Township, Butler County, Ohio, [the "Board"] and the Fraternal Order of Police, Ohio Labor Council (the "FOP") make this Agreement for the purpose of stating terms and conditions of employment for the bargaining unit consisting of Sergeants and enabling the amicable adjustment of differences which may arise. This Agreement is intended to serve the lawful objectives of R.C. Chapter 4117 regarding public employees' collective bargaining.

## **ARTICLE 2 RECOGNITION**

### Section 1: Management Recognition

This Agreement shall be construed as requiring the Board and its representatives to perform the duties and follow the procedures and policies provided herein according to law. Nothing contained in this Agreement shall alter the authority conferred by law upon the Board or in any way abridge or reduce such authority.

### Section 2: FOP Recognition

The Board recognizes the Fraternal Order of Police, Ohio Labor Council as the sole and exclusive bargaining agent for those employees of the Fairfield Township Police District assigned to the classification of full time Sergeant pursuant to authority of R.C. Chapter 4117.

### Section 3: Definition

The terms "Sergeant," "Member," or "Employee," as used in this Agreement refer to those persons individually or collectively included in the bargaining unit. The term "Chief" refers to the Chief of Police or such other Supervising Officer who may be authorized by the Board to perform the Chief's duties. Sergeants are subject to a separately recognized collective bargaining unit and are therefore exempt from the police officer agreement.

## **ARTICLE 3 UNION DUES AND FAIR SHARE FEES**

The Board shall deduct from the wages the regular monthly FOP dues and initiation fees of each member according to the member's voluntary written authorization.

All members of the bargaining unit who do not authorize dues payment to the FOP shall pay a fair share fee which shall not exceed the FOP's periodic dues. The Board shall deduct the fair share fee from the employees' earnings the last pay in each and every month beginning sixty (60) days after the start of employment for any employee covered by this Agreement.

The amount of dues, initiation fees, or fair share fee to be deducted from each employee shall be that amount certified to the Board in writing by the financial secretary of the FOP. The deduction of a fair share fee by the Board from the payroll check of any employee covered by this Agreement who does not authorize dues payment to the FOP and its

payment to the FOP does not require the written authorization of the employee.

The amount of dues, initiation fees or fair share fees so collected shall be transmitted to the financial secretary of the FOP by the fifteenth (15th) day following the deduction.

Failure to pay the fair share fee shall be the basis for legal action against the individual by the FOP. Nothing contained herein shall be construed to require that any employee become a member of the FOP. The FOP agrees to comply with all requirements of R.C. Section 4117.09 pertaining to dues and/or fair share fees.

The sole duty assumed by the Board is deducting the dues, initiation fees, and fair share fees in the amount specified by the FOP and transmitting the aggregate thereof according to the terms of the Agreement. The FOP accepts full responsibility (i.e., legal and financial) for any claims or charges which may be filed, e.g., fees, penalties, punitive damages, costs, and/or back pay liability arising out of the Board's actions or omissions involving dues, initiation fees and fair share fees. Any payment for the above specified reasons shall be made directly from the FOP to the affected party, and at no time shall the Board pay out any monies for any reason associated with the provisions of this Article.

The FOP shall indemnify the Board and its agents, employees and officials from any and all costs, including witness fees, attorney fees, back pay awards, punitive damages, or any other cost of prosecution or defense of any action or inaction, claimed or otherwise, for any for any liability arising pursuant to the provisions of this Article.

The above contract amendment is hereby tentatively agreed, subject to final collective review of all tentative contract amendments, and further subject to ratification by the Fairfield Township Board of Trustees and the membership of the Fraternal Order of Police, Ohio Labor Council, Inc.

#### **ARTICLE 4 MANAGEMENT RIGHTS**

The management and direction of the affairs of the Board are retained by the Board including, but not limited to,

- A. selection, transfer, assignment, and lay-off of employees;
- B. making, amending, and enforcing reasonable work rules and regulations; securing revenues of the Board;
- C. exercise of all functions of government granted to the Board by the constitution and statutes of State of Ohio;
- D. determination from time to time as to what services the Board shall perform;
- E. establishment or continuation of policies, practices or procedures for the conduct of its affairs;

- F. changing or abolition of such practices or procedures;
- G. determination of the number of hours per day or week any operation may be carried on;
- H. selection and determination of number of employees required;
- I. establishment and changing of work schedules and assignments;
- J. contracting for the performance of such work as the Board determines advisable, allocation of facilities and equipment and the implementation of such other measures as the Board may determine to be appropriate for the orderly and efficient operation of the police district; and
- K. determination of the size and composition of the work force.

The Board retains all rights and authority except to the extent this Agreement specifically and expressly provides to the contrary.

## **ARTICLE 5 HOURS OF WORK AND OVERTIME PAY**

### Section I: Normal Hours

- A. Normal work week scheduling for Sergeants assigned to patrol duty shall be a 4/2 schedule (4 work days followed by 2 off days) on a repeating basis, 8.5 hours per work day.

NOTE: The vacation schedule is amended to compensate for an 8.5 hour work day.

The Chief shall post the work schedule on the police department bulletin board. The Chief shall schedule assignments. This schedule may be changed at the discretion of the Chief.

- B. The normal work day shall consist of eight and one-half (8.5) consecutive hours.
- C. Non-rotating work shifts will be designated. The non-rotating work shift will be bid based upon seniority, twice per calendar year- in June to be effective in July, and in December to be effective in January of the following year. The Sergeant with the most seniority shall have the first bid followed by other Sergeants in descending order of seniority.
- D. Nothing in this agreement shall preclude the Chief from assigning a Sergeant to another shift as need arises, for example, due to a Sergeant attending in-service training class, illness, injury, or other non-specified

occurrence of more than three (3) work days. Sergeants may also be required to work a non-bid shift due to vacation scheduling.

- E. Part-time officers will not be permitted to work more than 1500 hours per calendar year unless the Chief first obtains written consent from the FOP. The Chief's request shall be based upon exigent circumstances. FOP consent shall not be unreasonable withheld.
- F. Auxiliary Police officers shall not work a normally scheduled work shift in place of either a full-time or a part-time Officer.
- G. The Chief shall provide at least fifteen (15) days notice of changes in the work shifts to affected Sergeants; excepting however, when the Chief declares an emergency, or if the posted work schedule must be changed due to the absence of scheduled Sergeants such notice is not required. Changes in a Sergeant's work shift or starting hours may be made with less than fifteen (15) days notice by mutual agreement between the Chief and the affected Sergeant.
- H. The provisions of Paragraph G (above) regarding notice of shift or schedule change do not apply to changes in work schedules made under this paragraph. In determining availability of patrol Sergeants, Sergeants who are absent due to use of sick leave, on vacation, laid off or under other assignment (i.e., training, injury, etc.) for more than seven (7) calendar days shall be considered unavailable for regularly scheduled patrol duty.
- I. Shift Staffing. The Chief shall arrange staffing to provide at least two (2) Officers (regardless of rank) per patrol shift.

## Section 2: Overtime

- A. The rate of one and one-half (1-1/2) times the regular rate of pay [the overtime rate] shall apply for all work performed in excess of each Sergeant's posted work schedule unless comp. time is authorized. [See Section 3 below]. Overtime will be paid in one-fourth (1 /4) hour increments.
- B. The following criteria apply to the awarding of overtime.
  - 1. The Chief shall maintain a seniority schedule of Sergeants listed in descending order of seniority.
  - 2. When a vacancy for a patrol shift occurs, full-time police officers will be offered the overtime first, followed by sergeants, followed by part-time officers. If a Sergeant creates a vacancy on a shift, the other Sergeant(s) will be offered the overtime first, followed by full-time police officers, followed by part-time officers. For purposes of this

section, a vacancy creating the overtime opportunity shall be defined as an officer calling off sick for his/her work shift on a regularly scheduled work day such that staffing falls below minimum levels established by this agreement and/or by the Chief of Police.

3. In case of an emergency, the Chief of Police or his designee may waive the provisions of this section in order to fill a vacancy.
- C. Sergeants will receive a minimum of 4 hours of overtime for all off duty overtime call-ins to work so long as the call-in does not fall within 4 hours of the start of the Sergeant's regular shift. Sergeants will receive 4 hours of overtime for off-duty court appearances so long as the court appearance does not fall within 4 hours of the Sergeant's scheduled start to his/her regular shift. Examples: a Sergeant scheduled for a 1 p.m. court appearance whose regular shift starts at 2:45 p.m. will receive 1.75 hours of overtime for the court appearance. A Sergeant whose regular shift ends at 3:15 p.m. and attends a court session that begins at 2:30 p.m. will receive overtime pay only for the amount of time he/she remains on court duty past his/her regular end of shift.

If an off-duty Sergeant is required to make two (2) court appearances on the same day (e.g., one (1) in the morning and one (1) in the afternoon) said Sergeant shall receive compensation for two (2) court appearances at the rate specified above; provided however, if either of the two (2) court appearances occur within a four (4) hour period and within the same locale - although different courts - the Sergeant shall not receive compensation for two (2) separate appearances. To qualify for court time compensation a mandatory appearance (e.g. by subpoena) with proof of attendance is required. Court time also includes the signing of warrants occurring outside of the normally scheduled shift. Sergeants on first and second shifts must sign warrants during normal shifts when possible. Sergeants shall not receive extra compensation for court time while on duty. All accumulated court time shall be paid each pay period.

### Section 3: Compensatory Time

- A. Compensatory time [comp. time] may be earned in lieu of overtime pay, including overtime earned during holiday service. Comp time shall be earned at the rate of one and one-half (1-1 /2) times per hour in the same manner as overtime.
- B. A Sergeant requesting time off in exchange for comp time shall provide a minimum of seventy-two (72) hours advance written notice to the Chief. Scheduling of such time off is according to the discretion of the Chief to be authorized in writing. The Chief of Police may make an exception to the seventy-two (72) hour requirement however such exception will not be the subject of a grievance. Denial of a request

of time off in exchange for comp time shall not be subject to grievance procedures.

- C. Comp time shall not be used to generate overtime conditions within the Department, (i.e., applicable to the Sergeant requesting time off or overtime duty required on behalf of other Sergeants or officers in order to achieve adequate staffing).
- D. A Sergeant may accumulate a maximum of eighty-five (85) hours of comp time. Compensatory time may, at the discretion of the employee, be cashed out one time per calendar year on the twenty-fourth (24<sup>th</sup>) pay period.
- E. Sergeants may claim comp time for off-duty court appearances in lieu of overtime pay.

**ARTICLE 6  
WAGES**

Section 1: Wage Rates

Each step on the wage scale represents a completed year of service as a Sergeant with the Fairfield Township Police Department. Employees will advance to the next succeeding step on their anniversary dates of promotion and the affected Sergeant's pay shall be adjusted according to the change in category on the next pay period after the anniversary date.

- A. Effective the closest pay period (before or after) to April 1, 2012, rates of pay for bargaining unit employees shall increase by 3.0 % and shall be as follows:

	Start	1 Year Plus
Hourly	\$32.04	\$33.50
Annually	\$66,643.20	\$69,680

- B. Effective the closest pay period (before or after) to April 1, 2013, rates of pay for bargaining unit employees shall increase by 3.0 % and shall be as follows:

	Start	1 Year Plus
Hourly	\$33.00	\$34.51
Annually	\$68,640	\$71,780.80

- C. Effective the closest pay period (before or after) to April 1, 2014, rates of pay for bargaining unit employees shall increase by 3.0 % and shall be as follows:



- |     |                         |                                    |
|-----|-------------------------|------------------------------------|
| 8.  | Day After Thanksgiving  | 4 <sup>th</sup> Friday in November |
| 9.  | Thanksgiving            | 4 <sup>th</sup> Thurs. in November |
| 10. | Christmas Eve (1/2 day) | December 24                        |
| 11. | Christmas Day           | December 25                        |

- B. Sergeants who are scheduled to work shall receive pay at the rate of two and one-half (2-1/2) times the regular rate of pay for all hours worked on a listed Holiday.
- C. Sergeants will be provided eight and one-half (8.5) hours off with pay at straight time for holidays not worked.
- D. On any other day the Township closes its offices for Holiday not listed above, bargaining unit members will be paid in accordance with section B or C of this Article.
- E. A Sergeant that was scheduled to work but is on approved paid leave on a recognized Holiday will not have said day charged to their leave bank.
- F. For all holiday pay under this Agreement, a holiday begins at the start of the first patrol shift on the holiday and ends twenty-four and one-half (24½) hours later.
- G. A Sergeant who is scheduled off for the holiday but is called into work shall be paid two and one-half (2½) times their normal hourly rate for the hours actually worked in addition to their benefit under section C of this Article.
- H. Sergeants assigned to non-patrol duties, e.g. investigations, will be permitted to work a maximum of five (5) of the above holidays for the additional compensation provided in the preceding paragraph. Those five (5) designated holidays are as follows:
  - 1. Martin Luther King's Day
  - 2. President's Day
  - 3. Memorial Day
  - 4. Columbus Day
  - 5. Day After Thanksgiving

For purposes of this section, non-patrol Sergeants shall observe holidays as designated by the township and observed by office staff. For example, a holiday that falls on a Saturday may be designated by the township on Friday, resulting in office staff observing the holiday on Friday. In that event, the non-patrol Sergeant(s) will observe the holiday on the designated Friday and may or may not work that Friday based on whether or not the holiday is one of the listed holidays above.

Non-patrol Sergeants who are scheduled off and called into work shall

be compensated in accordance with "G" above.

Section 2: Personal Days

- A. The Board shall pay Sergeants for a total of three (3) personal days per calendar year at straight time, which the Sergeant can take off work with prior written approval of the Chief. A personal day shall consist of eight and one-half (8.5) hours off work.
- B. Sergeants shall give five (5) days written notice when requesting a personal day off, unless otherwise agreed between the Sergeant and the Chief.
- C. Personal days may not be carried over from one year to the next year, unless the day has been denied off by the Chief of Police or his/her designee two times for each day carried over. A maximum of two days may be carried over per year.
- D. Personal days may be used to generate overtime conditions in providing adequate staffing. Denial of a requested personal day due to manpower considerations shall not be subject to grievance procedures.

**ARTICLE 8  
VACATION, MILITARY LEAVE, AND LEAVE OF ABSENCE**

Section 1: Vacation

The hours of vacation per year of service are as follows:

One (1) year	Eighty-five (85) Hours
Eight (8) years	One Hundred Twenty-seven and one-half (127.5) Hours
Fifteen (15) years	One Hundred Seventy (170) Hours
Twenty-Five (25) years	Two Hundred twelve and one-half (212.5) Hours

A Sergeant may carry over a maximum of two (2) weeks of vacation time beyond January 1st of any year. Vacation leave in excess of two (2) weeks shall be paid out at straight time in the last pay period of that year. An Officer shall give seven (7) days written notice of a vacation request, unless otherwise agreed between the Sergeant and the Chief.

By March 1 of each year each Sergeant shall give written notice to the Chief with the projected dates of the vacation request, by week, for the remaining calendar year.

Vacation requests will be granted by seniority until March 15 and after that date they will be awarded on a first-come basis.

Vacation requests may be changed at any time during the year. The change is subject to availability of date and written approval by the Chief.

## Section 2: Military Leave

A Sergeant who is a member of a Reserve or National Guard unit will be granted leave not to exceed thirty-one (31) days per calendar year for training purposes with pay in an amount equal to the difference between military compensation and the regular base pay (by category) with the Board during the leave.

## Section 3: Leave of Absence

A leave of absence without pay may be granted to any Sergeant by the Board upon written request. Such leave is discretionary and the Board shall not be required to grant any requested leave of absence.

## Section 4: Maternity/Paternity Leave

An employee who becomes pregnant must, as soon as practicable upon confirmation of the pregnancy, notify the Employer of her condition. The employee will be allowed to work as long as she wishes, provided she furnishes the Police Chief with written approval from her doctor and provided she can perform the job satisfactorily and safely.

Any leave taken for maternity or conditions related to pregnancy or adoption will count toward the 12 week total available under FMLA. Paid leave shall be used in the following order, if applicable:

1. Sick Time;
2. Personal Time;
3. Compensatory Time;
4. Vacation Time.

Under FMLA, the employee must request a maternity leave of absence by submitting a written statement at least thirty (30) days in advance of her expected delivery or adoption date. For unexpected conditions or complications relating to or arising from pregnancy, the employee must provide as much notice as possible. The Police Chief may grant additional leave based upon medical necessity.

Employees not eligible for FMLA due to insufficient length of service will be given up to six (6) weeks of unpaid maternity leave. The Police Chief may grant additional leave based upon medical necessity.

Before returning to work after a maternity leave, as with any other medical-related leave, the employee may be required to present evidence from a doctor stating that she is physically able to safely perform the essential functions of the job and may therefore return to work. Upon return from maternity leave, the employee will be returned to the same position she held when the leave began or, depending upon the needs of the Employer in its sole judgment and discretion, to another position with equivalent pay, benefits and other terms and conditions of employment.

A male employee may request paid leave as defined above beginning on the day the child is born or adopted and may use up to six (6) weeks to care for the employee's child.

## **ARTICLE 9 SICK LEAVE AND FUNERAL LEAVE**

### Section 1: Sick Leave

Sick leave will be earned at the rate of ten (10) hours per month of service and may be accumulated to a maximum of nine hundred sixty (960) hours. Sergeants on sick leave or disability leave for an entire calendar month shall not earn additional sick leave for said month. Otherwise, a Sergeant shall earn sick leave as provided in this section so long as the Sergeant works any portion of the month.

- A. If a Sergeant has accrued sick leave totaling 960 hours, the Sergeant will continue to accrue sick leave hours during that calendar year, and shall receive cash compensation, by way of a separate check, in January of the following calendar year for those accrued sick leave hours in excess of 960 hours according to the following schedule:
  - 1. Sergeants with ten (10) years through fourteen (14) years of continuous service will receive payment equal to 50% of the sick leave hours accrued in excess of 960 hours.
  - 2. Sergeants with fifteen (15) through nineteen (19) years of continuous service will receive payment equal to 75% of the sick leave hours accrued in excess of 960 hours.
  - 3. Sergeants with twenty (20) or more years of continuous service will receive payment equal to 100% of the sick leave hours accrued in excess of 960 hours.
- B. A Sergeant upon a bona fide retirement (e.g., service or disability retirement) from the Township will be compensated at their current rate of pay, by way of a separate check, a rate of one (1) hour of wages for two (2) hours of unused sick leave up to a maximum of nine hundred sixty (960) hours.

Sergeants may use sick leave upon approval of the Chief for absence due to personal illness, pregnancy, injury, exposure to contagious disease which is likely to be communicated to other employees, and to illness or injury within the Sergeant's immediate family.

Three (3) consecutive work days off on sick leave requires a written doctor's excuse to be submitted to the Chief's office upon return to work. In addition, the Chief of Police may require a doctor's excuse from an employee with five or more sick leave events in a twelve month period. For purposes of this section, "sick leave events" is defined as an

employee calling off sick for as little as one work day, an employee leaving work early due to sickness, or sick leave in an employee's immediate family as defined below. The Chief of Police may also require an employee with five or more sick events in a twelve month period to undergo a physical examination at a medical facility approved by the township as well as such other medical treatment as recommended.

"Immediate family" for purposes of sick leave shall include spouse, child, mother, father, brother, sister, step-child, step-mother, step-father, grandmother, grandfather, grandchild, great-grandmother, great-grandfather, mother or father of spouse, foster parent, son-in-law, daughter-in-law, grandmother or grandfather of spouse, brother-in-law, or sister-in-law.

## Section 2: Funeral Leave

A Sergeant will be granted funeral leave up to a maximum of three (3) scheduled working days without using sick leave for such time as may be reasonably needed for the purpose of attending the funeral of a member of his/her immediate family. A Sergeant will be paid his normal straight time hourly rate for any such funeral leave.

To be eligible for payment, a Sergeant must produce satisfactory evidence of the death (e.g., public notice or the equivalent). "Immediate Family" for purposes of funeral leave shall include spouse, child, mother, father, brother, sister, step-child, step-mother, step-father, grandmother, grandfather, grandchild, great-grandmother, great-grandfather, mother or father of spouse, foster parent, son-in-law, daughter-in-law, grandmother or grandfather of spouse, brother-in-law, or sister-in-law. Officers attending the funeral of a family member under this section requiring leave in excess of three (3) scheduled working days may use sick leave for the additional leave days needed, up to a maximum of seven (7) scheduled working days off.

## **ARTICLE 10 NON-DISCIPLINARY GRIEVANCE PROCEDURE**

Section 10.1 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement or policies or rules of the Board relating to operation of the Police Department of a non-disciplinary nature. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement. It is not intended that the grievance procedure be used to effect changes in those matters which are controlled by the provisions of Federal and/or State laws and/or by the United States or Ohio State constitution.

Section 10.2 All grievances must be presented at the proper step and time in progression in order to be considered at the next step.

The grievant or the FOP/OLCI may withdraw a grievance at any point by submitting, in writing, a statement to that effect.

Any grievance not answered by the Employer's representatives within the stipulated

time limits may be advanced by the grievant to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual agreement. A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit and allege identical circumstances affecting all members of said group, one (1) member selected by such group will process the grievance, and shall so indicate that the grievance is a group grievance.

Wherever used in this procedure, the word "day" shall mean calendar day. Whenever a time, limit ends on a Saturday, Sunday, or a holiday, the end of the time limit shall run until the end of the next day which is not a Saturday, Sunday or holiday.

A grievance must be submitted to the grievance procedure within seven (7) calendar days after an employee knows or should have known the facts giving rise to the occurrence, otherwise it will be considered not to have existed. In no case will a grievance be considered which is submitted later than forty-five (45) calendar days following the date of the occurrence.

All grievances must be submitted in writing and should contain the following information to be considered:

- A. Grievant's name and signature;
- B. Date, time and location of occurrence;
- C. Description of incident giving rise to the grievance;
- D. Date grievance was first discussed;
- E. Name of supervisor with whom grievance was first discussed;
- F. Date grievance was filed in writing;
- G. Articles(s) and Section(s) of the Agreement alleged to have been violated; and
- H. Desired remedy to resolve grievance.

The following steps shall be followed in the formal process of a grievance for all Bargaining Unit Members:

Step 1 The grievant shall submit the grievance in writing to the Police Chief within seven (7) calendar days after an employee knows or should have known the facts giving rise to the grievance. Once a grievance has been reduced to writing no change may be made in the subject matter of said grievance. Upon receipt of a written grievance, timely filed, the Police Chief shall arrange a hearing within five (5) working days. Said hearing shall include the aggrieved employee and his FOP representative. Neither the aggrieved employee nor the Police Chief shall be represented by legal counsel at the hearing. The Police Chief shall preside over the hearing, hear the entire case and obtain all of the facts. The Police Chief shall then render a written decision within seven (7) calendar days from the completion of the hearing. In the event of the absence of the Police Chief from Fairfield Township, Ohio during this time period, the running of time shall be tolled until such time as the Police Chief returns to Fairfield Township, Ohio, said time shall not exceed twenty-one (21) calendar days, in which event, the grievance would automatically move

to the next step. Any time limits provided for in this step may be extended by Agreement of the parties.

Step 2 If the grievance is not resolved in Step 1, the employee may, within seven (7) calendar days from receipt of the written response of the Police Chief to the grievance, appeal the grievance by filing written notice with the Township Administrator requesting a hearing. In the event that the Township Administrator is not available, the grievance may be filed with the Township Assistant Administrator. The grievance at this Step shall be submitted to the Township Administrator in writing and shall include a copy of the Step One response. A hearing shall be scheduled within twenty (20) calendar days of his receipt of the notice of appeal. This time limit may be extended by agreement of the parties. The employee may be represented by an FOP member representative at said hearing. Both the employee and the Employer may be represented by legal counsel at said hearing. The Township Administrator shall render his decision within seven (7) calendar days of the hearing, with copies sent to all parties concerned.

Step 3 If the grievance is not resolved in Step 2, the employee, within seven (7) calendar days from the receipt of the decision of the Administrator to the grievance, may appeal the grievance by filing written notice with the Fairfield Township Administrator requesting the matter to be forwarded to mediation. The employee may be represented at this step by a FOP representative. Both the employee and the Employer may be represented by legal counsel at said hearing. The grievance shall be heard by a mediator within thirty (30) calendar days after receipt of the notice of appeal. The mediator shall render written recommendation to the parties within fifteen (15) calendar days after the hearing. It is agreed that this recommendation cannot be used as evidence in any potential arbitration. Any cost associated with mediation shall be paid by the Township.

Step 4 If the grievance is not resolved in Step 3, the employee, within seven (7) calendar days from the receipt of the decision of the Mediators recommendation to the grievance, may appeal the grievance by filing written notice with the Fairfield Township Fiscal Officer requesting a hearing before the Board of Trustees. The employee may be represented at this step by a FOP representative. Both the employee and the Employer may be represented by legal counsel at said hearing. The grievance shall be heard by the Board of Trustees in Executive Session, within thirty (30) calendar days after receipt of the notice of appeal. This time limit may be extended by agreement of the parties. No facts may be presented at this step which was not presented at Step 3. The Board of Fairfield Township Trustees shall render written decision within fifteen (15) calendar days after the hearing.

Step 5 A grievance unresolved at Step 4 may be submitted to Arbitration upon request of the FOP in accordance with the provisions of this Article. The FOP, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Should the FOP decide not to arbitrate a grievance, the member may proceed on at their own expense. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 4, the FOP shall notify the Employer of its intent to seek arbitration over an unresolved grievance. The FOP may withdraw its request to

arbitrate and/or the Employer may accept the remedy outlined in the grievance at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the thirty (30) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or representative(s).

- A. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from FMCS area #15 (Ohio). The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the list and request from FMCS may appeal the another list of nine (9) names until a mutually agreeable arbitrator is selected. The parties may at anytime mutually agree to an alternate arbitration service or method of selection of an arbitrator.
- B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. Five (5) days before the beginning of an arbitration hearing the parties shall exchange witness lists and copies of all documents which they intend to use at the hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He may not modify or amend the Agreement. The decision of the arbitrator shall be final and binding on the employee, the FOP and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument or submission of final briefs.

The costs of the services of the arbitrator, the costs of the production of any evidence requested by the arbitrator, the fee of the arbitrator and any other expenses connected with the arbitration shall be borne equally by the employee and the Employer. The expenses of any non-employee witness shall be borne by the party calling said witness. The fees of a court reporter shall be paid by the party asking for the same, or divided equally by the employee and the Employer if both parties desire a reporter or request a copy of any transcripts.

Regardless of the Grievance Procedure that is applicable, neither the employee nor any witness employed by the Employer shall lose pay as a result of attendance at any of the steps of the grievance procedure; however, the parties hereto do hereby stipulate that attendance at any grievance proceeding shall not be deemed hours worked and shall therefore not be included in the calculation of any overtime or compensatory time. When an employee covered by this Agreement chooses to

represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP representative will be notified of his right to be present at the adjustment.

The FOP shall use a grievance form which shall provide the information outlined in this Article. Bargaining Unit members may duplicate the grievance forms at the Township.

## **ARTICLE 11 DISCIPLINE and APPEAL OF DISCIPLINE**

Section 11.1 The tenure of every employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. No employee shall be reduced in pay and position, suspended, removed or discharged except for grounds stated in this Agreement. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. Disciplinary action will be taken on Department Regulations, procedure or policy violations only. The Employer may take this type of action for actions occurring while the employee is on duty, or working under the colors of the Employer, or in instances where the employee's conduct violates his/her oath of office. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. As such, an employee may receive more than one (1) warning at any level before progressing to the next level. Forms of disciplinary action are as follows:

- A. Level 1 Written Verbal Warning (equivalent to a Counseling Letter);
- B. Level 2 Written Reprimand;
- C. Level 3 Minor Suspension (three [3] days or less);
- D. Level 4 Suspension (more than three [3] up to fifteen [15] days);
- E. Level 5 Demotion
- F. Discharge.

Records of Level 1 and Level 2 discipline shall cease to have force and effect one (1) year after the date of issuance, provided no intervening discipline has occurred. Records of Level 3 discipline shall cease to have force and effect three (3) years from the date of issuance, provided no intervening discipline has occurred. Records of Level 4 and Level 5 discipline shall cease to have force and effect five (5) years from the date of issuance, provided no intervening discipline has occurred.

Level 3 and Level 4 discipline encompassing a suspension will include the dates for serving of the suspension. Where the charges resulting in the discipline are related to absenteeism/tardiness, inefficiency, simple negligence (carelessness), or failure to attend mandatory meetings and functions, the Employer may require an employee to

work through the suspension, at the regular rate of pay for hours worked, thus the suspension is a working only, but shall be recorded in the employee's personnel file in the same manner as a suspension without pay for the purpose of recording disciplinary actions.

Section 11.2 Incompetency, inefficiency, dishonesty, substance abuse, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, misconduct in office, or any conduct unbecoming a Sergeant or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

Section 11.3 Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. No employee will receive Level 3 or 4 discipline, demotion or be discharged without first having had the opportunity for a pre-disciplinary hearing. The employee and the FOP/OLCI Staff Representative will be given a sixty (60) hour advance notice of the hearing, with a description of the charges. Notice to the Staff Representative will be by facsimile. Continuances will be permitted provided reasonable notice is given, and will not be unreasonably denied. The purpose of the hearing is to give the employee and his representative an opportunity to respond to the charges. There is no requirement for the Employer to present witnesses at the hearing. The employee must choose to: (1) appear at the disciplinary conference and present an oral or written statement in his/her defense; (2) appear at the disciplinary conference and have one (1) chosen representative present an oral or written statement in his/her defense; or (3) elect in writing to waive his/her opportunity to have a disciplinary conference. Failure of the employee to elect and pursue one (1) of these three (3) options will be deemed a waiver of the employee's right to the disciplinary conference.

At the pre-disciplinary conference, the employee may present any testimony, witness, or documents which explain whether or not the alleged misconduct occurred.

The employee or his/her representative will be permitted to confront and cross examine witnesses subject to the hearing officer's right to reasonably limit the length and extent of such cross examination.

A copy of the completed Internal Affairs report will be available upon request to the employee at the time of notification of the charges.

Section 11.4 Level 3, Level 4, Level 5 discipline, and discharge may be appealed through the grievance procedure. Level 1 and Level 2 discipline may be grieved through the grievance procedure, but are not subject to the arbitration procedure.

Section 11.5 Whenever the Employer or designee(s) interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary hearings, the following conditions shall apply:

- A. Employees being questioned as witnesses shall be so informed.
- B. When an employee who is suspected of misconduct is interviewed, questioned, or interrogated regarding such misconduct, he/she shall be apprised of the nature of the suspected misconduct as it is known at that time and his/her right to have the opportunity to have a FOP representative present to advise him/her during the questioning.
- C. Prior to questioning, employees (including witnesses) shall be given Miranda, Piper or Garrity Warnings and shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- D. Preliminary investigations shall be tape recorded. Formal disciplinary hearings shall be tape recorded by the hearing officer. A copy of the recording shall, at the request of the charged employee, be provided to the employee within forty-eight (48) hours of the close of the hearing. The employee may also record the hearing. All meetings or hearings provided for in this Section may be recorded by the charged employee.
- E. Preliminary investigations and disciplinary hearings shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his/her shift.
- F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest period, it being understood that there shall be no period of continuous questioning exceeding one and a half (1.5) hours without provision for a fifteen (15) minute rest break.
- G. No employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.

Section 11.6 Any employee required by the Employer to attend an investigatory interview or disciplinary hearing outside of his scheduled working hours shall be paid for all such time.

Section 11.7 Any employee charged with or under indictment for a felony, or any crime which results in a weapons disability, that is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation, holiday, or compensatory time during the leave. An employee found guilty by the trial court of a felony, or any crime which results in a weapons disability, shall be summarily discharged. Where the charges are reduced to a misdemeanor (other than a crime which results in a weapons disability) or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Article, but he/she shall be paid for all lost straight time hours and shall have any vacation, holiday, and/or compensatory time used restored to his/her credit. The Employer shall continue to pay

the employee's insurance premiums during the unpaid leave of absence.

Section 11.8 All appeals of discipline (written verbal warnings, written warnings, suspensions of record or loss of pay discipline (suspension, demotion or discharge) must be presented at the proper step and time in progression in order to be considered at the next step.

The employee or the FOP/OLCI may withdraw an appeal at any point by submitting, in writing, a statement to that effect.

Any appeal not answered by the Employer's representatives within the stipulated time limits may be advanced to the next step in the procedure. Time limits set forth herein may only be extended by mutual agreement. An appeal may be brought by any member of the bargaining unit.

Wherever used in this procedure, the word "day" shall mean calendar day. Whenever a time, limit ends on a Saturday, Sunday, or a holiday, the end of the time limit shall run until the end of the next day which is not a Saturday, Sunday or holiday.

An appeal must be submitted to the procedure within seven (7) calendar days after an employee has been issued discipline.

Section 11.9 All appeals of discipline must be submitted in writing and should contain the following information to be considered:

- A. Employee's name and signature;
- B. Date, time and location of occurrence;
- C. Description of incident giving rise to the appeal;
- D. Date appeal was first discussed;
- E. Name of supervisor with whom appeal was first discussed;
- F. Date appeal was filed in writing;
- G. Article(s) and Section(s) of the Agreement alleged to have been violated; and
- H. Desired remedy to resolve the appeal.

Section 11.10 The following steps shall be followed in the formal process of appeal for all Bargaining Unit Members Facing Discipline:

Step 1 The grievant shall submit the appeal in writing to the Township Administrator within seven (7) calendar days after an employee has been disciplined. In the event that the Township Administrator is not available, the grievance may be filed with the Township Assistant Administrator. A hearing shall be scheduled within twenty (20) calendar days of his receipt of the notice of appeal. This time limit may be extended by agreement of the parties. The employee may be represented by an FOP member representative at said hearing. Both the employee and the Employer may be represented by legal counsel at said hearing. The Township Administrator shall render his decision within seven (7) calendar days of the hearing, with copies sent to all parties concerned.

Step 2 If the grievance is not resolved in Step 1, the employee, within seven (7) calendar days from the receipt of the decision of the Administrator to the appeal, may file written notice with the Fairfield Township Fiscal Officer requesting a hearing before the Board of Trustees. The employee may be represented at this step by a FOP representative. Both the employee and the Employer may be represented by legal counsel at said hearing. The grievance shall be heard by the Board of Trustees in Executive Session, within thirty (30) calendar days after receipt of the notice of appeal. This time limit may be extended by agreement of the parties. No facts may be presented at this step which was not presented at Step 2. The Board of Fairfield Township Trustees shall render written decision within fifteen (15) calendar days after the hearing.

Step 3 A grievance unresolved at Step 2 may be submitted to Arbitration upon request of the FOP in accordance with the provisions of this Article. The FOP, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 2, the FOP shall notify the Employer of its intent to seek arbitration over an unresolved grievance. The FOP may withdraw its request to arbitrate and/or the Employer may accept the remedy outlined in the grievance at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the thirty (30) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or representative(s).

- A. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from FMCS area #15 (Ohio). The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the list and request from FMCS may appeal the another list of nine (9) names until a mutually agreeable arbitrator is selected. The parties may at anytime mutually agree to an alternate arbitration service or method of selection of an arbitrator.
- B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. Five (5) days before the beginning of an arbitration hearing the parties shall exchange witness lists and copies of all documents which they intend to use at the hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He may not modify or amend the Agreement. The decision of the arbitrator shall be final and binding on the employee, the FOP and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) days

after the conclusion of testimony and argument or submission of final briefs.

The costs of the services of the arbitrator, the costs of the production of any evidence requested by the arbitrator, the fee of the arbitrator and any other expenses connected with the arbitration shall be borne equally by the employee and the Employer. The expenses of any non-employee witness shall be borne by the party calling said witness. The fees of a court reporter shall be paid by the party asking for the same, or divided equally by the employee and the Employer if both parties desire a reporter or request a copy of any transcripts.

Neither the employee nor any witness employed by the Employer shall lose pay as a result of attendance at any of the steps of the grievance procedure; however, the parties hereto do hereby stipulate that attendance at any grievance proceeding shall not be deemed hours worked and shall therefore not be included in the calculation of any overtime or compensatory time. When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP representative will be notified of his right to be present at the adjustment.

The FOP shall use a grievance form which shall provide the information outlined in this Article to appeal discipline. Bargaining Unit members may duplicate the grievance forms at the Township.

## **ARTICLE 12 BENEFITS**

### Section 1: Insurance Benefits

The parties agree that the level of health, life, and disability insurance coverage benefits should be the best plan available so long as the coverage is available at a cost effective rate. The parties mutually agree to review and consider other health care vendors and alternate health care plans with varying degrees of coverage, limits, and/or deductibles in an effort to manage premium costs.

Sergeants participating in the Township health insurance program shall pay a portion of the cost of the insurance program as their contribution at the rate of five (5%) percent of the monthly premium so long as all employees enrolled in that insurance program are required to make contributions of at least five (5%) percent. The Board shall pay ninety-five (95%) percent of the monthly premium.

A benefits review committee will be formed to evaluate and recommend from time to time to the Board such adjustments to the benefits plan that may be appropriate. The committee shall consist of one (1) Trustee, one (1) Administration member, a FOP representative from each bargaining unit, and one (1) non-union employee. The committee shall meet on an as-needed basis.

Disability insurance coverage will begin after all other accumulated leaves have been exhausted. Time spent on said leaves shall not be considered towards the disability leave offered by the Township.

#### Section 2: Uniform, Clothing and Equipment. Allotment

Sergeants' uniform, clothing, and equipment allotment is set at seven hundred dollars (\$700) dollars per year for the duration of this agreement. From the uniform, clothing, and equipment allotment, the Sergeant may purchase any items that are uniform or duty-related.

The use of uniform, clothing, and equipment allotment funds for the purchase of duty-related accessory items are subject to the following provisions:

- A. Items maybe purchased from any vendor.
- B. Items purchased must be in compliance with established standards of the Police Department applicable to uniform design and duty related accessories which shall be listed by the Chief.
- C. Receipts as evidence of purchase will be required as a condition of reimbursement. The Township will reimburse Sergeants in full for all purchases under this section. Reimbursement will be made by way of a separate check. Employees may, at the sole discretion of the Township, be given the Township/Department credit card for purchases under this section.
- D. The township will contract with a dry-cleaning service to dry-clean two uniforms per week per employee at township expense not included as part of the uniform allotment. For purposes of this section, " two uniforms" will be defined as: two (2) shirts and two (2) pairs of trousers, or four (4) shirts, or=four (4) pairs of trousers, or two (2) uniform jackets. Investigators are permitted up to five (5) articles per week.
- E. The Chief of Police will adopt a uniform and equipment inspection procedure to ensure that uniforms and equipment items are clean and in good repair. Any member who, upon inspection, is found to be wearing a uniform which is unkempt, unclean, noticeably worn or frayed, stained, or in other disrepair shall be ordered to change into a proper uniform. Failure to appear for duty in a proper uniform maybe grounds for discipline.
- F. The Trustees agree to pay for the repair, re-conditioning and replacement of bullet proof vests, once every five (5) years, in accordance with recommended procedures.
- G. All uniforms and equipment purchased by the Township shall be returned upon separation unless deemed unusable by the Chief.

- H. Sergeants assigned to specialized duties, e.g. Investigations and/or Special Response Team (SRT), will receive an additional uniform allowance of \$100 per year so long as the officer has been and remains assigned to said specialized duty for six (6) months continuous service.

### Section 3: Disability or Service Retirement

In the event that a Sergeant is unable to perform assigned duties for a period of at least ninety (90) calendar days, the Board may require the Sergeant to undergo a physical examination at the Board's expense by a physician of the Board's choosing with the medical report issued to the Board. In the event that a Sergeant becomes permanently disabled from performing assigned duties according to the doctor's opinion, the Board may require the Sergeant to apply for disability or service retirement. In the event the Sergeant receives disability or service retirement eligibility, further disability insurance payments shall cease, but remaining sick leave may be used.

### Section 4: Death Benefit

Upon an employee's death any accumulated, unused, or otherwise unutilized compensatory time, shift differential, holidays, longevity, sick time, vacation time and wages accruing prior to death shall be paid to the designated beneficiary, or if no beneficiary is so designated, to the estate.

### Section 5: Line of Duty Death

In the event that an officer is killed in the line of duty, all costs up to \$ 7000.00 for the funeral are to be paid in full by the Fairfield Township Trustees.

## **ARTICLE 13 RELEASE TIME**

The Board and the F.O.P. agree that one member, of the bargaining unit will be permitted to attend negotiations, mediation, grievance and arbitration hearings, disciplinary hearings, and such other meetings as may be necessary in the proper representation of their membership. The members of the bargaining unit involved will be permitted to adjust their regular shift hours such that negotiation sessions, etc. as outlined above will be considered part of their regular shift hours on those particular days.

## **ARTICLE 14 INJURY LEAVE**

Injury Leave with pay shall be granted to F.O.P. members for service-connected injuries as reported to the member's supervisor and the administration pursuant to a township-wide policy that will be enacted within sixty (60) days of the execution of this agreement. Said policy may include both injury leave with pay as well as provisions for light duty work assignments for a finite time period. The F.O.P. agrees that the Board reserves the right under this section to order the member to undergo physical examinations and/or such other testing as required to properly assess his/her status and

ability to return to work or inability to do so.

For purposes of this section, service-connected injuries are defined as injuries caused by the actual performance of the duties of police officer or Sergeant.

The Board agrees to continue regular pay and the insurance benefits for a member who is on approved injury leave pursuant to the township policy. However, during the time that a member is on injury leave he/she will not receive additional holiday pay or earn any additional premium pay.

Members will not be eligible for paid injury leave for any injury sustained during secondary employment unless the injury(s) were sustained by the member while engaged in police duties.

### **ARTICLE 15 EXTRA DUTY/SPECIAL DUTY**

The Board agrees that the Bargaining Unit Members may set the rate of pay for all extra/special duty work paid by outside contractors/vendors for police duties to members of the bargaining unit.

The F.O.P. agrees that the Chief of Police retains the authority to set guidelines for the Sergeants' conduct, policy, uniform, rules and regulations while the Sergeants are working extra duty/special duty details.

### **ARTICLE 16 SENIORITY AND LAYOFF**

#### Section 1: Seniority

- A. Seniority means the uninterrupted duration of service measured in years, months, and days that an employee has accumulated while appointed as a full-time Sergeant by the Board.
- B. A Sergeant who serves full-time in probationary, provisional, or temporary capacity shall have such time included in seniority provided that the Sergeant receives a permanent appointment without interruption in service.
- C. A termination of employment lasting less than thirty-one (31) days shall not constitute interruption in continuous service. Once continuous service is interrupted, the Sergeant loses all previously accumulated seniority, unless the Sergeant is reinstated in which case the Sergeant is entitled to previously accumulated seniority. An authorized leave of absence does not constitute interruption in continuous service provided the Sergeant returns to active service following the expiration of the leave.
- D. Sergeants shall serve a probationary period of twelve (12) months and may be demoted during this period without cause. Subsequent to the

probationary period, a Sergeant can only be demoted or terminated in accordance with the provisions of the Ohio Revised Code applicable to township police officers.

### Section 2: Layoff Procedure

- A. In the event of a layoff Sergeants will be laid off in reverse order of their seniority with the Sergeant with the lowest seniority being laid off first and so on.
- B. Sergeants who are laid off shall be placed on a recall list in order of their seniority with the Sergeant with the most seniority being highest on the list and so on. The highest Sergeant the recall list who is willing and able to be reinstated shall be entitled to be reinstated before any new Sergeant is appointed by the Board. A Sergeant shall retain reinstatement rights from the recall list for a period of three (3) years after layoff. Sergeants who are laid off will be given auxiliary status to hold their certification.
- C. The Board shall be required to layoff part-time Officers before laying off full-time Officers.

### **ARTICLE 17 NO STRIKE**

Any Sergeant subject to this Agreement shall not, cause, participate or aid any strike, work stoppage, slowdown, picketing or any other interference with the operations of the Board during the term of this Agreement; excepting however information picketing which shall not interfere with the operations of the Board or the Police Department. This section pertains to strikes, police department slowdowns, picketing, and interference with the work of this bargaining unit only. In addition to other rights and remedies prescribed by law, the Board shall have the right to discharge or otherwise discipline any employee violating this section in accordance with law.

If there is an unauthorized strike, work stoppage, slowdown, interruption, or impeding of work, the FOP, together with its Officers and agents, shall publicly denounce said violation, disclaim approval, and order those taking part in such violation to return to work immediately, and instruct all township employees that said strike is not authorized and that work shall continue. If these steps are followed, there shall be no financial liability on the part of the FOP, any of its Officers, or agents for such violation.

### **ARTICLE 18 LABOR MANAGEMENT COMMITTEE**

There shall be a labor management committee composed of three (3) members of Fraternal Order of Police, Ohio Labor Council, who are bargaining unit members of the Fairfield Township Police Department, the FOP/OLC Staff Representative, the Chief of Police, the Township Administrator, and the Township Trustees. Either side may call for a Labor Management Meeting. The side calling for said meeting shall set a

mutually convenient time and shall forward an agenda of items to be discussed to the non-requesting side. Upon receipt the non-requesting side may forward an agenda for additional items it wishes to discuss. Notwithstanding the time limits in ARTICLE 10, Grievance Procedure, either side may request a Labor Management meeting and request that any potential grievance arising be discussed at said meeting without the filing of a formal grievance. If said potential grievance is not resolved through the Labor Management meeting the grievance procedure shall be utilized. The time limits in the grievance procedure shall be computed from the date of the Labor Management Meeting. The Labor Management Committee shall meet as circumstances dictate or as called upon by either side.

## **ARTICLE 19 DRUG TESTING**

The Fairfield Township Police Department may perform random alcohol/drug tests on all employees of the police department and may likewise require alcohol/drug tests of employees for cause.

### **PROCEDURE:**

#### **A. Random Testing:**

1. Once per calendar quarter, i.e. January - March, April - June, July - September, October - December, all police department employees names will be placed in a container and a non-police employee of the township shall draw four (4) names from the container.
2. The four (4) employees whose names were drawn will be ordered to appear at a medical facility for the collection of samples for drug and alcohol testing as designated by the township. No employee will be required to report for drug testing when he/she would normally be scheduled off. First and second shift officers will report for drug tests during their normal shifts. Third shift officers will report immediately following their normally scheduled shift and all time associated with the tests will be considered time worked for the purpose of computing overtime.
3. Employees who refuse/fail to appear for drug testing as ordered will be subject to disciplinary proceedings, per General Order No. 1.1, Rules and Regulations, Rule #1.1.17, Insubordination.
4. Any employee who tests positive for illegal drugs, psychotropic drugs, psycho-therapeutic drugs, will be subject to further investigation, which may include disciplinary sanctions.
5. Probationary employees are subject to random testing exclusive of the foregoing procedure in that the Chief of Police may, at his discretion, order any probationary employee to be tested at any time during their

probationary period.

B. Testing for Cause:

Anytime an officer is involved in a motor vehicle crash while on duty, involved in a weapon's discharge, or behaves in such a manner as to appear to be under the influence of an unknown substance, the officer's supervisor shall notify the Chief of Police and/or the Chief's Designee who will respond to the police station for further investigation.

- a. "Weapon Discharge" as listed above will not include routine weapons' discharges for the purpose of destroying an injured animal, firearms training, or testing of weapons.
  - b. An officer who reports late for the beginning of his work shift and appears to be excessively fatigued, ill, or shows other symptoms of alcohol or other substance abuse meets the definition of "cause" as outlined in this section.
2. The Chief of Police and/or Chief's Designee, with the officer's supervisor, will interview the officer in an effort to determine if drug/alcohol testing is warranted. It is understood the officer may, upon request, have his or her union representative present during this questioning.
  3. The Chief of Police and/or Chief's Designee may, based on the employee's behavior, appearance, and the proximate incident, order the employee to report for alcohol/drug testing immediately. The Chief of Police or his designee will transport the employee for the test, if warranted.
  4. An employee who refuses/fails to report for testing pursuant to this section, will be subject to disciplinary proceedings, as above.
  5. Any employee who tests positive for alcohol, illegal drugs psychotropic drugs, or psychotherapeutic drugs, will be subject to further investigation, which may lead to disciplinary sanctions.
  6. Any employee who is under treatment for any medical, emotional, or psychological condition for which the employee has been prescribed medication that may affect the officer's mood, emotional state, etc. will advise the Chief of Police, in writing, immediately upon commencement of treatment (regardless of the officer's next scheduled work shift), so that the Chief may take appropriate action regarding the officer's ability to perform his/her duties in a competent manner during treatment.
  7. The Chief of Police, at his discretion, may request a medical report

from the employee's physician clearing him or her to work and may, at his discretion, order the employee to undergo independent physical and/or psychological testing regarding fitness for duty in connection with the employee's treatment. All costs associated with this requirement will be paid by the employer. Should there be conflicting opinions, a third physician will be chosen by the first two whose decision will be final. The cost associated with this requirement will likewise be paid by the employer.

C. Restrictions:

This is intended to serve as a guideline for when testing will be considered mandatory. Nothing in this order is to be construed as restricting the Chief of Police from ordering alcohol/drug testing to a bargaining unit member for cause.

**ARTICLE 20  
MODIFICATION**

The provisions of the Agreement shall be conclusive as to all bargained matters relating to wages, hours of work, and working conditions. Therefore, the parties acknowledge that during the term of this Agreement there is no continuing duty to bargain collectively regarding agreed terms. The parties shall not be obligated to bargain collectively regarding any other subject unless the Board and the FOP mutually agree to amend the Agreement.

**ARTICLE 21  
SEVERABILITY**

The unenforceability of any term or covenant of this Agreement shall not affect the enforceability of the remaining terms and covenants.

**ARTICLE 22  
MAINTENANCE OF STANDARDS**

- A. This Agreement will be the sole recourse available to employees represented by the Union under Ohio Revised Code Section 4117.10 (A)
- B. This Agreement supersedes all other agreements, clauses and memorandums between Fairfield Township and employees in the bargaining unit, and unless made a written part of this Agreement, shall be considered null and void on the effective date of this Agreement.
- C. The final copy of the agreement will be produced by the FOP/OLCI.
- D. Copies of Agreement: The FOP/OLCI will provide each covered employee, at no cost to the employee or employer, a copy of this Agreement once it is ratified by both parties.

**ARTICLE 23  
RETIREMENT**

- A. Employees who retire shall be presented with the badge worn during service, department patch, service decorations, and name badge.
- B. Retired employees shall be permitted to retain their department credentials which shall be stamped with the term "Retired".
- C. A retired employees family may request one complete uniform, upon the members' death, including but not limited to the following accessories: badge, name tag, any ribbons or awards, length of service insignia, rank insignia, whistle chain, and metal buttons to be used for burial or cremation purposes released directly to the funeral home.
- D. Upon retirement from active service by way of time in service from PERS, the Employer shall offer to sell the retiring employee the duty hand gun issued to him for the sum of \$1.00. However, the employee's final annual earnings statement (Form W-2) shall include the fair market value of the weapon as untaxed income. Those who retire by way of a mental/psychological disability through PERS will be excluded from this offer.

**ARTICLE 24  
EMERGENCY WAIVER**

Section 24.1 In the event of an emergency declared by:

- .. The President of the United States
- .. The Governor of the State of Ohio
- .. The Sheriff of Butler County
- .. The Federal or State Legislature
- .. The Police Chief of Fairfield Township such as acts of God or civil disorder, the following conditions of this agreement shall be temporarily suspended by the employer:

- A. Time limits for the processing of grievances.
- B. All the work rules and/or agreements and practices relating to the assignments of employees

Section 24.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions of this agreement. Any grievance already in process shall pick up at the point where it was interrupted by the emergency.

**ARTICLE 25**  
**FIT OR DUTY EXAMINATIONS**

Section 25.1 The Employer may require that an employee take a medical/fit for duty examination if it has a reason to believe the employee's ability to perform the essential duties of their positions is in doubt. An examination will not be mandated to supplant disciplinary action.

Section 25.2 While the employee is waiting to be scheduled by the employer for the examination, the employee shall be placed on paid administrative leave and shall remain on such status until a final determination is made. While on administrative leave, the employee shall be placed on a M-F, 0800 to 1600 schedule. During these hours, the employee must be available to respond to the Township or appointment scheduled by the Township within two (2) hours of notification up to once a day. Likewise, during these hours the employee is expected to only engage in behaviors that would reflect favorably on the Township.

Section 25.3 The examination shall be conducted by a licensed physician (for physical consideration) or Psychologist/Psychiatrist (for mental consideration) in good standing and qualified with respect to the subject matter to determine the employee's physical or mental capability to perform the essential duties of the employee's position. The cost of such examination shall be paid by the employer.

Section 25.4 If the employee disagrees with the determination of the examination arranged for by the Township, the employee may be examined by a physician or Psychologist/Psychiatrist in good standing and qualified with respect to the subject matter at the employee's expense. At the time of the Employee's appeal he or she will be removed from paid administrative leave and placed on sick leave.

Section 25.5 Should the two reports conflict, the employee shall be returned to paid administrative leave and a third opinion shall be rendered by a neutral physician or Psychologist/Psychiatrist chosen by the first two examiners who is in good standing and qualified with respect to the subject matter with emphasis on someone familiar with the culture of Law Enforcement. The cost of the third physician or Psychologist/Psychiatrist shall be paid by the Employer. The third physician or Psychologist/Psychiatrist will be given access to conflicting opinions upon their request. This third opinion shall be the final opinion.

Section 25.6 If the employee is found not qualified due to illness or disabling condition, the employee shall be placed on sick leave, leave without pay or disability separation.

Section 25.7 Reinstatement: Reinstatement rights upon granting of disability leave extend for three (3) years if the employee receives no State of Ohio benefit and for five (5) years if the employee receives a State of Ohio benefit. Upon reinstatement from a disability leave, an employee will be returned to the same or similar position.

Section 25.8 Reinstatement Procedures: An employee who has been granted a disability leave may make a written application to be reinstated and must successfully

pass a medical examination showing full qualifications to perform the duties of the position. This examination will be made promptly and scheduled within thirty (30) days of making application barring any exigent circumstances. This examination will be paid for by the Township. An employee who passes the medical examination showing full qualifications to perform the duties of the position shall be returned to work within ten (10) days of notification.

Section 25.9 Disability Separation/Retirement: An employee whose disability prevents reinstatement from disability leave may wish to apply to the Public Employees Retirement System (PERS) for a disability retirement. Should a disability retirement be approved, such a separation from township service will be properly reported to the appointing authority.

Section 25.10 Failure to Return: An employee who does not return from disability leave, and who does not take a disability retirement, or formally resign, will be terminated at the end of the approved leave by means of a personnel action designated as "failure to return from disability leave."

## **ARTICLE 26 PERSONNEL FILES**

Section 26.1 Each employee may request to inspect his/her official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by phone call to the Employer or designee. Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his/her choice accompany him/her during such review. Any employee may copy documents in his/her official personnel file. Any representative of the FOP/OLCI as designated in Article 2 of this Agreement may inspect the personnel file of any bargaining unit employee provided that the employee is present at the time of inspection, or upon written authorization including the signature of the employee.

Section 26.2 If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's official personnel file.

Section 26.3 Records of Level 1 and Level 2 discipline shall cease to have force and effect one (1) year after the date of issuance, provided no intervening discipline has occurred. Records of Level 3 discipline shall cease to have force and effect three (3) years from the date of issuance, provided no intervening discipline has occurred. Records of Level 4 or 5 discipline shall cease to have force and effect five (5) years from the date of issuance, provided no intervening discipline has occurred. Any inactive records shall be separated into a separate section of the file and clearly marked as "inactive".

Section 26.4 To the extent permitted by law, the Employer shall not disclose any information contained within the personnel files. Employees will be entitled to

notification of release of information along with a copy of the information released.

## **ARTICLE 27 HEALTH AND SAFETY**

Section 27.1 The Employer will use its best effort to keep all Township owned equipment in a safe and operational condition, and no employees shall be required to exercise their responsibilities with unsafe equipment or vehicles. Management reserves the right to make the determination of what is safe or un-safe equipment.

Section 27.2 The FOP/OLCI and/or individual employee may raise safety issues with their immediate supervisor. If the immediate supervisor does not respond within a reasonable amount of time determined by the danger, the matter may be presented to the Chief of Police for final resolution.

Section 27.3 Employees must comply with all safety rules and regulations in the operation and care of such vehicles and equipment. Disciplinary action may result from non-compliance.

## **ARTICLE 28 TERM**

Section 28.1 This Agreement shall be effective April 1, 2012, unless otherwise provided for herein, and shall remain in full force and effect through 11:59 p.m., March 31, 2015.

Section 28.2 If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date nor no later than sixty (60) calendar days prior to the expiration date.

Section 28.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the FOP and all prior agreements, practices and policies, either oral or written, are hereby canceled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

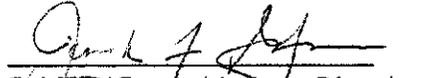
Section 28.4 Successor Negotiations: If future negotiations proceed to fact-finding and/or conciliation, the parties agree that notwithstanding any contrary provision in R.C. 4117.14 (G)(11), the fact-finder and/or conciliator shall have the option to determine that rates of compensation and other matters with cost implications are retroactive to April 1, 2015.

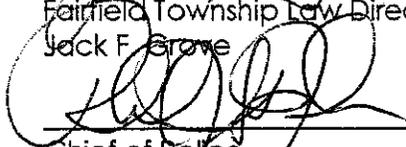
**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seal  
this 1st day of May, 2012.

On Behalf of the Fairfield  
Township Board of Trustees

  
Township Administrator  
Michael A. Rahall

  
Fairfield Township Law Director  
Jack F. Browe

  
Chief of Police  
Richard J. St. John

Fraternal Order of Police, Ohio  
Labor Council, Inc.

  
Staff Representative  
Mark A. Scranton

  
Employee Representative  
Sergeant James Souhrada

**AS PREPARED BY:**

Mark Scranton  
Staff Representative  
FOP/Ohio Labor Council, Inc.  
e-mail: [markscranton.fopolci@yahoo.com](mailto:markscranton.fopolci@yahoo.com)