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14-MED-05-0799  
0910-04  
K31686

# **AGREEMENT BETWEEN**

**SUGARCREEK TOWNSHIP**

**AND**

**SUGARCREEK TOWNSHIP  
POLICE ASSOCIATION**

**EFFECTIVE JUNE 9, 2014  
THROUGH JUNE 4, 2017**

**SERB CASE NO. 2014-MED-05-0799**

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**ARTICLE 1**  
**AGREEMENT/PURPOSE**

This Agreement is made by and between Sugarcreek Township (“Township” or “Employer”) and the Sugarcreek Township Police Association (“Union” or “STPA”) pursuant to the terms of Ohio Revised Code Chapter 4117. The purposes of this Agreement include the following: 1) To establish the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; 2) To recognize the legitimate interest of the employees to participate through collective bargaining in the determination of the terms and conditions of their employment; 3) To promote cooperation and harmonious labor relations between the Township, bargaining unit members and the Union; 4) To attract and retain qualified employees by providing benefits compatible with the financial resources of the Township; 5) To promote efficiency and improved service to the residents of Sugarcreek Township; 6) To provide for the peaceful and equitable adjustment of differences that may arise; and, 7) To ensure that all employees receive fair and impartial treatment.

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1** The Township hereby recognizes the Sugarcreek Township Police Association as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters related to wages, hours, or terms and other conditions of all members in the Bargaining Units listed in this Article.

**Bargaining Unit (2013-REP-12-0119)**

Included: All full-time Patrol Officers.

Excluded: Chief, Captains, Lieutenants, Sergeants, Clerks, all other employees not specifically included herein.

**Section 2.2** Full-time employees are those who normally work at least forty (40) hours per week for all of the weeks of the year excepting vacations, holidays, and other time-off as allowed by this Agreement.

**Section 2.3** In the event a new position is created within the Department, the Employer shall determine whether the new position will be included in, or excluded from, the bargaining unit. The Employer, upon request by the Union, shall meet with the Union to discuss the possible inclusion of the new classification within fourteen (14) days after the new classification is first utilized. If the parties cannot reach agreement regarding inclusion or exclusion of the new classification, the parties will proceed in accordance with Ohio Rev. Code Chapter 4117.

**ARTICLE 3**  
**STPA SECURITY**

**Section 3.1** The Employer agrees to deduct STPA membership dues, fees, and assessments in accordance with this Article for all employees eligible for the bargaining unit.

**Section 3.2** The Employer agrees to deduct STPA membership dues once each pay period from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or his designee. Upon receipt of the proper authorization, the Employer will deduct STPA dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

**Section 3.3** The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of STPA dues. The STPA hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deduction made by the Employer pursuant to this Article. Once the funds are remitted to the STPA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the STPA.

**Section 3.4** The Employer shall be relieved from making such individual “check-off” deductions upon an employee’s: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the STPA.

**Section 3.5** The Employer shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of STPA dues.

**Section 3.6** The parties agree that neither the employees nor the STPA shall have a claim against the Employer for errors in the processing of deductions, unless a claim or error is made to the Employer in writing within sixty (60) days after the date of such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the STPA dues deduction would normally be made by deducting the proper amount.

**Section 3.7** The rate of which dues are to be deducted shall be certified to the Employer or designee by the STPA during January of each year. One (1) month advance notice must be given the Employer or designee prior to making any changes in an individual’s dues deduction.

**Section 3.8** Except as otherwise provided herein, each eligible employee’s written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Employer or designee.

**ARTICLE 4**  
**STPA REPRESENTATION**

**Section 4.1** No more than two Staff Representatives shall be permitted access to work areas where employees are employed or working at all reasonable times for the purpose of adjusting grievances, assisting in the settlement of disputes and for the purposes of carrying into effect the provisions and aims of this Agreement. The Staff Representative shall contact the Chief of Police and receive authorization before visiting the work site. Staff Representatives shall not interfere with the performance of work or duties of employees and shall be responsible for observing all safety standards and confidentiality requirements at the work site or location.

**Section 4.2** The Employer agrees to recognize two (2) employees, from the bargaining unit, designated by the STPA, to act as STPA associates for the purposes of processing grievances in accordance with the Grievance Procedure. The Employer agrees to recognize one (1) alternate employees, designated by the STPA, who, in the associates' absence or inability to perform their function, shall be recognized as representatives, as provided herein.

**Section 4.3** The STPA shall provide the Employer with an official written roster of its officers and associates which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. Immediate Supervisor
- E. STPA office held

No employee shall be recognized by the Employer as a STPA associate until the STPA has presented the Employer with written certification of that person's selection.

**Section 4.4** Associates will be given a reasonable amount of time to file, investigate and process grievances or potential grievances during working hours without loss of pay.

**Section 4.5** During each calendar year, STPA representatives will be granted a total of fifty-six (56) hours of unpaid leave time to attend training directly related to their performance as bargaining unit representatives. Employees may utilize their appropriate accumulated leaves to receive pay for this time. Written requests for release time shall be provided to the appropriate supervisor no less than fourteen (14) calendar days prior to the requested release time. Such release time shall not unreasonably interfere with the efficient operation of the released employee's work area(s). Such release time shall not be unreasonably denied.

**Section 4.6** The STPA agrees that no representative or associate of the STPA, either employee or non-employee of the Employer, shall interfere, interrupt, or disrupt the normal work duties of

employees. Further, the STPA agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on-duty employees except to the extent specifically authorized by the Employer. Bargaining unit members shall not conduct STPA business (defined as fundraising activities, solicitation for memberships, or distribution of literature) on behalf of the STPA, during the work time of any involved employee. Unauthorized activities shall cease upon the demand of a supervisor, and any failure to cease unauthorized activities may subject the offending employee(s) to disciplinary action.

**Section 4.7** The STPA will be permitted, upon prior notification to the Employer, to place ballot boxes in each division or facility for the purpose of collecting employees' ballots on STPA issues subject to ballot. Ballot boxes and their contents are the property of the STPA and shall not be subject to review by the Employer or non-bargaining unit staff.

## **ARTICLE 5** **MANAGEMENT RIGHTS**

**Section 5.1** The Township and the Police Chief shall retain all of the rights, powers and authority vested in them prior to the date of this Agreement. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Township and the Police Chief. Except to the extent modified by the provisions of this Agreement, the Township and the Police Chief reserve and retain solely and exclusively all legal rights and responsibilities to carry out the administration of the Township, and all of the legal rights and responsibilities to manage the operations of the Sugarcreek Township Police Department, as such rights existed prior to the execution of this Agreement with the Union. The rights of the Township and the Police Chief shall include, but shall not be limited to, the right to determine the facts that are the basis of management decisions and to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Police Department, its employees and its service to the citizens of Sugarcreek Township, consistent with the provisions of this Agreement.

**Section 5.2** The Union recognizes and agrees that, except as specifically limited by a provision of this Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees, are vested solely and exclusively with the Township and the Police Chief. The Employer's exclusive rights shall include, but shall not be limited to, the following:

- A. Determine matters of inherent managerial policy including, but not limited to, areas of discretion or policies such as the functions and programs of the department, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, schedule, supervise, evaluate, retain, layoff and recall or to discipline for just cause; to maintain order among employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;

- D. Determine the overall methods, process, means or personnel by which operations are to be conducted; the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees and to relieve employees from duty due to the lack of work or lack of funds;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- G. To determine and to take action to carry out the overall mission of the Police Department as a unit of government;
- H. Effectively manage the work force;
- I. Transfer or subcontract work;
- J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such Employees in accordance with the requirements determined by the Employer;
- K. The right to determine, and from time to time re-determine, the number, locations and relocations and types of its employees, or to terminate or eliminate all or any part of its work or facilities;
- L. Make any and all rules and regulations and to otherwise exercise the prerogatives of management.
- M. The right to establish starting times, quitting times, the numbers of hours of to be worked, work schedules, and assignments and to determine the necessity for overtime and the amount required thereof;
- N. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management; provided such rules and regulations are not inconsistent with the terms of this contract;
- O. The right to maintain the security of records and other pertinent information;
- P. The right to determine and implement necessary actions in emergency situations;
- Q. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and

- R. The right to determine the Police Department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

**Section 5.3** The Union agrees that all of the Employer's functions, rights, powers, responsibilities, and authority in regard to the operation and direction of its work force and business, that the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure.

## **ARTICLE 6** **NON-DISCRIMINATION**

**Section 6.1** The employer and the Union agree not to interfere with the desire of any Employee to become, remain, or refrain from becoming a member of the Union, or restrain or coerce Employees in the exercise of the rights guaranteed in Ohio Rev. Code Chapter 4117. Bargaining unit employees shall not be subject to any threat or reprisal for using the grievance procedure provided herein.

**Section 6.2** Nothing herein shall be construed to prevent or preclude the Employer from disciplining an Employee for lack of performance or inability to perform assigned tasks in accordance with the disciplinary article of this Agreement.

**Section 6.3** Words, whether in the masculine or feminine genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

## **ARTICLE 7** **LABOR-MANAGEMENT COMMITTEE**

**Section 7.1** The parties recognize that certain subjects are matters of mutual interest to the parties but are not subjects for formal bargaining. However, the parties also recognize that the Union may wish to present its views on such subjects so that such views may be considered by the administration. It is not the intent of the parties that Labor-Management Committee meetings be used to bypass the normal chain of command.

**Section 7.2** For this purpose, a Labor-Management Committee shall be established. The committee may consist of the Chief of Police or his designee, the Township Administrator or his designee, a STPA staff representative, and the two members from the affected bargaining unit, as designated by the Union. Committee meetings shall be scheduled upon request by either party at reasonable, mutually convenient times, and shall be closed to the public.

**Section 7.3** Matters involving interpretation of the Agreement shall not be subject to Labor-Management Committee. Nothing herein shall be interpreted or construed to waive or preempt management rights as set forth in this Agreement or in state or federal law. Unless

otherwise grievable, an issue will not become grievable simply because it is discussed at a labor-management meeting.

## **ARTICLE 8** **GRIEVANCE PROCEDURE**

**Section 8.1** Sugarcreek Township and the STPA recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. No reprisals shall be taken against any Employee initiating or participating in the grievance procedure. The parties recognize and agree that informal resolution of perceived grievances should first be attempted, where reasonably possible, prior to the submission of a formal, written grievance.

The Union and the Employer understand and agree that the filing of frivolous grievances can be disruptive of good labor-management relations and the Union affirms that it will discourage the filing of frivolous grievances. The Union and the Employer agree that they will attempt to discuss the validity of the grievance to determine whether a grievance is frivolous.

**Section 8.2** The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the express terms of this Agreement. It is not intended that the grievance procedure be used to effect changes or modifications to the Articles of this Agreement. It is not intended that the grievance procedure be used to effect changes in those matters that are controlled by the provisions of Federal and/or State laws and/or by the United States or State of Ohio Constitutions.

**Section 8.3** All grievances must be presented at the proper step and time in progression in order to be considered at subsequent steps. Grievances involving lost pay (ex: disciplinary suspensions, reductions in pay, removal or discharge) shall be initiated at Step Two and subject to the time limits of Step One.

The grievant or the STPA may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step shall be deemed resolved by the Employer’s last answer.

Any grievance not answered by the Employer or its representatives within the stipulated time limits may be advanced by the grievant to the next step in the grievance procedure. Time limits may only be extended by the Employer and the grievant or Union by mutual agreement in writing.

A grievance may be brought by any bargaining unit member. Where a group of bargaining unit employees desires to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, the “group” grievance must be signed by all employees participating in the grievance. Group grievances may be initiated by the employee at Step Two of the Grievance Procedure, subject to the time limits of Step One.

**Section 8.4** All Grievances must be submitted in writing on the forms provided by the exclusive representative and should contain the following information:

- 1) Grievant's name and signature;
- 2) Description of incident giving rise to grievance;
- 3) Date grievance was first discussed;
- 4) Name of supervisor with whom grievance was first discussed;
- 5) Date grievance was filed in writing;
- 6) Date and time events giving rise to grievance occurred;
- 7) Each Article and Section of the Agreement allegedly violated; and,
- 8) Desired remedy to resolve grievance.

**Section 8.5** Removal from a specialty assignment does not constitute discipline for purposes of this Article. Grievances regarding discipline shall be initiated at Step Two and subject to the time frames of Step One.

**Section 8.6** The following steps shall be followed in the formal process of a grievance:

- A. Step One - Immediate Supervisor** A member having an individual grievance will first attempt to resolve it informally with his immediate supervisor. Such attempt at informal resolution shall be made by the grievant within ten (10) calendar days from when the member knew, or should have known, of the events or circumstances giving rise to the grievance. Grievances brought to the supervisor (except as otherwise provided herein) beyond the ten (10) calendar day limit shall not be considered. The grievant and/or the supervisor should document the grievance meeting in the form of a memo or other appropriate means. Within ten (10) calendar days of the meeting at Step One or within ten (10) calendar days after receiving the grievance and attached information, the Supervisor will submit a written response to the grievance with a copy to the grievant.
- B. Step Two - Chief of Police** Should the grievant not be satisfied with the answer in Step One, within seven (7) calendar days after receipt of the Step One response he may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Chief of Police. In the event the Police Chief is the Employee's immediate supervisor, the grievance shall be filed in writing with the Chief within ten (10) calendar days following the events or circumstances giving rise to the grievance.

The Chief or his designated representative will review the information pertaining to the grievance and may hold a meeting with the Grievant to discuss the grievance. Within fourteen (14) calendar days of the meeting at Step Two, or within fourteen (14) calendar days after receiving the grievance and attached information, the Chief or his designee will submit a written response to the grievance with a copy to the grievant.

- C. Step Three - Township Administrator** Should the grievant not be satisfied with the answer in Step Two, within seven (7) calendar days after receipt of the Step Two response, he may appeal the grievance to Step Three by delivering a copy of the

grievance form, containing the responses at the prior steps and any other pertinent documents, to the Township Administrator. The Township Administrator or his designated representative will review the information pertaining to the grievance and may hold a meeting with the Grievant to discuss the grievance. Within fourteen (14) calendar days of the meeting at Step Three, or within fourteen days after receiving the grievance and attached information, the Township Administrator or his designee will submit a written response to the grievance with a copy to the grievant.

- D. Step Four - Arbitration** A grievance unresolved at Step Three may be submitted to arbitration upon request of the STPA in accordance with the provisions of this Article.

**Section 8.7** The STPA, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty-one (21) calendar days from the date of the final answer on a grievance from Step Three, the STPA shall notify the Employer in writing of its intent to seek arbitration over an unresolved grievance. The STPA may withdraw its request to arbitrate at any time prior to the actual hearing. The party or parties canceling the arbitration shall pay any cancellation fee due the arbitrator. Any grievance not submitted within the twenty-one (21) calendar day period described above shall be deemed settled on the basis of the last answer given by the Township Administrator.

- A. The arbitrator shall be selected in the following manner: Union shall submit a written request to the Federal Mediation and Conciliation Service to submit a panel list of nine arbitrators from Ohio. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may reject the list and request from FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected. Both parties may exercise this option one time in any one (1) grievance. The parties may, at any time, 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 the issue and submit the question of arbitrability to the arbitrator 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 arbitrator shall hear only one (1) grievance at a time unless both parties agree to consolidate two (2) or more grievances. No later than five (5) days before the beginning of an arbitration hearing, the parties shall exchange witness lists and copies of all documents that they intend to use at the hearing.
- C. The decision of the arbitrator shall be final and binding on the grievant, the STPA and the Employer. The Arbitrator's decision and award shall be in writing and will state the rationale for the decision. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs, if any.

The fees and other costs for the services of the Arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne by the losing party. In the event the arbitrator's decision fails to grant the requested award of either party and represents a "split decision", the cost and fees shall be shared by the parties. The parties agree to request that the arbitrator issue a ruling on whether his decision is a "split decision" for purposes of this provision. The expense of any non-Employee witnesses shall be borne, if at all, by the party calling that witness. The requesting party shall be responsible for paying court reporter fees; however, such fees shall be split equally if both parties desire a reporter or request a copy of the transcript.

Any employee whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his normally scheduled working hours on the day of the hearing. With respect to calling employee-witnesses, the parties agree to work together to ensure that the needs of the Department and the Township are not unduly burdened during the course of an arbitration. At the conclusion of his award, the arbitrator may consider the award of additional monetary damages against either party where he finds either party to have made a frivolous argument or for violations of this Agreement. To be considered, such an award must be requested by either party before the close of the hearing.

- D. The Arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The Arbitrator shall not grant relief that extends beyond the termination date of this Agreement. The Arbitrator may not make an award or decision that in effect grants either party that which it was unable clearly to secure during past collective bargaining negotiations. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted. The arbitrator shall not issue personal observations or declarations of personal opinion that are not directly essential in reaching a decision on the issue(s) in question. The Arbitrator shall not change wage rates already in effect pursuant to this Agreement. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe such responsibilities, except as they may be conditioned by this Agreement. The arbitrator shall have no power to decide any questions that, under this Agreement, are solely within the responsibility of management to decide and not in conflict with the Agreement.

Except to the extent modified by this Agreement, no decision by an Arbitrator shall be inconsistent with law.

**Section 8.8** 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 STPA representative will be notified of his right to be present at the adjustment.

**Section 8.9** The STPA shall use the grievance form attached hereto as Appendix B that shall provide the information outlined in this Article. The STPA is responsible for duplicating, distributing and accounting for the grievance forms.

**Section 8.10** This grievance and arbitration procedure shall be the exclusive method of resolving disputes arising from the terms of this Agreement. This procedure shall be the exclusive remedy for the appeal of disciplinary actions as set forth in this Agreement to the extent not inconsistent with law. It is expressly understood that the statutory provisions governing discipline in § 505.49 through § 505.493 of the Ohio Rev. Code have no applicability to bargaining unit members.

## **ARTICLE 9** **DISCIPLINE**

**Section 9.1** No Bargaining Unit member shall be reduced in pay and/or position, suspended, removed, or otherwise disciplined except for just cause. Disciplinary action shall be carried out in a private and business-like manner.

Discipline will take into account the nature of the violation, the employee's record of performance and conduct, past disciplinary actions, and other appropriate considerations. Disciplinary action will not be applied in an arbitrary manner. Verbal or written counselings or warnings will not be considered discipline but may be used to show that the employee had notice of the prohibited conduct and an opportunity to correct his behavior.

Disciplinary actions may include the following:

- 1) Written reprimand
- 2) Suspension (paid or unpaid)
- 3) Fine of accumulated leave
- 4) Reduction in rank or salary
- 5) Discharge

Disciplinary penalties will be commensurate with the severity of the offense. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

**Section 9.2** In the event an employee is to be given disciplinary action for behavior or conduct that may warrant a reduction in pay or position, suspension, or removal, a pre-disciplinary meeting between the employee and the Chief of Police or his designee will be arranged. The pre-disciplinary meeting will be scheduled not earlier than twenty-four hours after the time the employee is notified of the meeting and of the charges against him. The employee may have one representative present for the pre-disciplinary meeting. The employee is responsible for notifying the representative.

At the pre-disciplinary meeting, the employee may elect to do any of the following: (1) appear at the meeting and present an oral or written statement on his own behalf; (2) appear at the meeting and have his representative present an oral or written statement; (3) in the event the employee is

physically unable to appear at the meeting, have his representative appear and present an oral or written statement on his behalf; or, (4) elect to waive the opportunity to have a pre-disciplinary meeting. An employee who, without notice, fails to appear, or fails to cause his representative to appear, at the pre-disciplinary meeting, shall be considered to have waived his pre-disciplinary meeting. Employees are not entitled to have a representative present during the issuance of non-disciplinary counselings or warnings. Either party may tape record a pre-disciplinary meeting. If only one party records the meeting, the other party may request a copy of the recording and it shall be provided within ten (10) days.

**Section 9.3** After the pre-disciplinary meeting, within thirty (30) days, the employee will be notified of the disciplinary action and the effective date of such disciplinary action. Discipline that results in a loss or reduction in pay or position may be appealed through the grievance procedure. All other forms of discipline may be grieved through the grievance procedure, but are not subject to the arbitration procedure.

**Section 9.4** When the Employer determines that immediate action is required, the Employer is not prohibited by the terms of this Agreement, from placing an employee on administrative leave with pay pending investigation and/or pre-disciplinary meeting.

**Section 9.5** When an employee who is suspected of misconduct is interviewed, questioned or interrogated regarding such misconduct, he shall be apprised at that time of the nature of the suspected misconduct. He shall also be advised of his right to have a representative present to advise him during the questioning.

**Section 9.6** In all cases, disciplinary action must be instituted within two (2) months of the Employer's verification of the alleged misconduct.

**Section 9.7** Written reprimands will cease to have force and effect eighteen (18) months after the date of issuance, provided no intervening discipline has occurred. All other forms of discipline shall cease to have force and effect three (3) years from the date of issuance, provided no intervening discipline has occurred.

**Section 9.8** Non-disciplinary counselings and warnings will be maintained in the employee's training file.

## **ARTICLE 10** **PERSONNEL FILES**

**Section 10.1** Every member will be allowed to review his personnel file at any reasonable time upon written request to the Employer, and in the presence of the Employer or its designated representative. If, upon examining his personnel file, any bargaining unit member has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Employer explaining the alleged inaccuracy. If the Employer concurs with the member's contentions, he shall remove the faulty document from the personnel file. If he does not concur with the contentions of the member, he will attach the member's written memorandum to the

document in the file. No anonymous material shall be included in the employee's official personnel file.

**Section 10.2** Employees will be notified of requests for information from their personnel file. The Employer will comply with Ohio and federal law in the release and non-release of personal information.

## **ARTICLE 11** **PROBATIONARY PERIOD**

**Section 11.1 Original Probationary Period** Every newly appointed employee will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination.

**Section 11.2 Promotional Probationary Period** Any employee promoted into a higher-level position within the Department shall be required to complete a probationary period of one (1) calendar year. An employee serving a promotional probationary period whose performance is judged unsatisfactory shall be returned to his former classification. An employee returned to his former classification shall not have the right to appeal such return if it occurs within the first six months of his probationary period. This Section shall only apply to persons who are currently employed with the Department at the time of their promotion. Any other employee, whether or not in a position with the Township, shall be required to serve an original probationary period as set forth in this Article.

**Section 11.3 Extension of Probationary Period** Employees who are absent or on leave during their probationary period for a period of more than five (5) consecutive work days, shall have their probationary period extended by the period of the leave. In addition, the Chief of Police may, at his discretion and with the probationary employee's written consent, extend a probationary period for an additional six (6) month period of time when an employee's performance is judged unsatisfactory.

## **ARTICLE 12** **SENIORITY**

**Section 12.1** "Seniority" shall accrue to all employees in accordance with the provision of this Article. "Seniority" shall be computed on the basis of uninterrupted length of continuous full-time service in the employee's present classification as an employee of Sugarcreek Township Police Department. If a tie exists, it will be broken by date of application to the Sugarcreek Township Police Department.

- A. The following situations shall not constitute a break in continuous service:
1. Absence while on approved paid or unpaid leave;

2. A layoff of two (2) years duration or less.
- B. The following situations constitute breaks in continuous service for which seniority is lost:
1. Separation from Employment;
  2. Layoff for more than two (2) years;
  3. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
  4. Failure to return to work at the expiration of leave of absence.

### **ARTICLE 13** **LAYOFF AND RECALL**

**Section 13.1** The Employer shall determine whether a layoff shall occur, the timing of the layoffs, the number of employees to be laid off, and in which classification layoffs will occur. A reduction in the number of hours scheduled in a workweek for some or all employees shall not constitute a layoff. Employees may be laid off as a result of a lack of work, lack of funds, reorganization, or job abolishment. Within a the classification where a layoff occurs, all temporary, intermittent, part-time, and seasonal paid employees will be laid off before bargaining unit members.

**Section 13.2** When the Employer determines that a layoff is necessary, it shall notify the affected employees fifteen (15) calendar days in advance of the effective date of the layoff. The Employer, upon request from the STPA, agrees to discuss, with STPA representatives, the impact of the layoff on bargaining unit employees. Any layoff in the bargaining unit shall be instituted in accordance with seniority, as defined in this Agreement, within the classification groups. The classification groups are as follows for full-time employees: 1) Patrol Officer.

Any employee reassigned as a result of a layoff must qualify for, and must demonstrate that he can perform the duties of, the particular position to which his is reassigned.

**Section 13.3** In the event an employee in the classification groups-is notified of a layoff, and, there is a less senior employee in the classification group, the laid off employee may displace the less senior employee in the group provided the laid off employee possesses all qualifications and certifications required for that particular position, and (1) the laid off employee has previously held that position or one substantially similar to it, or (2) the laid off employee can demonstrate that he can perform the duties of the particular position. This provision applies only to bargaining unit employees and bargaining unit positions. For purposes of this Section, an employee's displacement rights shall be based upon his total full-time seniority with the Police Department, rather than his seniority in the classification.

**Section 13.4** Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse

order of their layoff. Employees must meet the minimum qualifications of the available position to be eligible for recall. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of the recall must satisfactorily complete the additional training requirements as soon as possible, but in no event later than twelve (12) months of the recall. Required training for purposes of this Section will be considered hours worked and will be at the Employer's expense.

**Section 13.5** Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

**Section 13.6** The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is specified in the notice.

#### **ARTICLE 14** **VACANCIES**

**Section 14.1** The parties agree that all appointments to positions covered by this Agreement, other than original appointments and specialty assignments, shall be filled in accordance with this Article. Whenever the Employer determines that a permanent vacancy exists, notices of such vacancy shall be posted on the bulletin board where employee notices are usually posted for seven (7) calendar days prior to filling the vacancy. All such notices shall contain a job description setting forth the duties, responsibilities, skills, knowledge, and abilities required for the position. During the posting period, any eligible person wishing to apply for the vacant position shall do so by submitting a written application to the Employer or designee. The Employer shall not be obligated to consider any applications submitted after the posting period or any applicants who do not meet the minimum qualifications for the job.

**Section 14.2** All promotions in rank that result in an increase in pay shall be based upon merit and fitness as determined by promotional examination. It shall be the sole right and responsibility of the Employer to administer and evaluate all promotional examinations, assessments and testing procedures, and to cause to be developed all promotional examinations, assessments and testing procedures. Examinations shall be developed by an independent testing service. The structure of the examination with the weight to be granted for each factor or part of the examination will be maintained in the General Orders Manual.

In order to be eligible for a promotional examination, an applicant must have completed the required length of service (as stated on the examination posting) in the immediately preceding rank prior to the date of the examination.

**Section 14.3** Any bargaining unit member may inspect his written examination in accordance with the guidelines established by the independent testing service.

**Section 14.4** Promotions may be offered to any one (1) of the top three (3) scorers on an examination if more than three (3) pass the examination, or to any employee who passes the examination if three (3) or less take the examination. If the qualifications of a bargaining unit applicant and a non-bargaining unit applicant are relatively equal, the bargaining unit applicant will prevail.

## **ARTICLE 15** **BULLETIN BOARDS**

**Section 15.1** The Employer agrees to provide bulletin board space in agreed upon areas of the facilities for use by the STPA.

**Section 15.2** All STPA notices of any kind posted on the bulletin boards shall be signed, posted or removed by a STPA representative. It is understood that no material may be posted on any STPA bulletin board at any time which contain the following:

- A. Personal attacks on any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Employer, or any other governmental units or officials; or
- C. Attacks on and/or favorable comments regarding a candidate for public office.

**Section 15.3** No STPA related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the STPA.

**Section 15.4** Upon the request of the Employer or designee, the STPA shall cause the immediate removal of any material posted in violation of this Article.

## **ARTICLE 16** **WORK RULES - GENERAL ORDERS**

**Section 16.1** The Employer agrees that all General Orders, Standards of Conduct, Rules and Regulations, Policies, Procedures, Directives and Work Rules shall be applied uniformly within the group of employees to which such are directed. For the purposes of this Article all of the above shall be considered inclusive within the terminology of Work Rules/General Orders.

**Section 16.2** Every employee shall be informed of and shall have access to copies of written work rules/general orders that apply to such employee.

**Section 16.3** Any additions or amendments to written Work Rules or General Orders shall be distributed to and signed by all employees to acknowledge awareness of the addition or amendment.

**ARTICLE 17**  
**PERFORMANCE EVALUATION**

**Section 17.1** All performance evaluation policies and procedures as established by the Employer shall be applied to bargaining unit employees in a consistent and equitable manner. Employees shall receive evaluations at least once each year.

**Section 17.2** When an employee has worked under the direction of more than one (1) primary supervisor during any evaluation period, the input of each primary supervisor shall be considered in the preparation of the performance evaluation.

**ARTICLE 18**  
**HOURS OF WORK AND OVERTIME**

**Section 18.1** Each employee's work schedule shall be determined by the Employer. The Employer will make a good faith effort to post work schedules covering not less than a twenty-eight (28) calendar day period fifteen (15) calendar days in advance of their effective date. The employer will make a good faith attempt to give employees fourteen (14) days prior notice of any non-emergency schedule change.

**Section 18.2** The standard work period for all bargaining unit members shall consist of no more than forty (40) hours in a seven (7) calendar day period, inclusive of any roll call time.

**Section 18.3** All hours in active pay status as defined herein, in excess of an employee's standard work period as set forth above, shall be considered overtime and shall be compensated at the rate of one and one-half (1-1/2) times his regular straight time hourly rate of pay. There shall be no pyramiding of overtime for the same hours worked or for premium hours paid (i.e., court time, call-out, etc.). For purposes of this Article, active pay status shall be defined as time actually worked and as time spent on paid vacation leave, sick leave, holidays and personal leave.

**Section 18.4** Employees may elect to accept compensatory time off in lieu of overtime pay. Compensatory time shall be credited at the rate of one and one-half (1-1/2) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of one hundred (100) hours at any given time. Once an employee accumulates one hundred (100) hours of compensatory time, any future overtime hours worked shall be compensated with overtime pay. The following rights and conditions shall exist as they pertain to compensatory time:

- A. The Employer cannot require that an employee take compensatory time rather than overtime pay;
- B. Requests for compensatory time off will be honored subject to the operational needs of the Department;

- C. Requests for compensatory time off must be submitted not less than twenty-four (24) hours in advance of the time requested;
- D. Once an employee has reported to work, compensatory time must be used only by mutual agreement of the employee and the Employer;
- E. Compensatory time off requested by an employee that has been approved and scheduled will not be canceled except as required by the unanticipated operational needs of the Department;
- F. An employee may elect to carry over, for one year, any amount of his accumulated compensatory time not to exceed one hundred (100) hours.

**Section 18.5** Prescheduled overtime opportunities will be offered as far in advance as is practicable. Overtime will be distributed among all employees in a fair and equitable manner.

**Section 18.6** With the prior approval of the Employer or designee, an employee may exchange days off or work shift assignments with another employee. Such exchanges shall not affect the pay status of either employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation. The employee who was initially scheduled to fill the shift shall be responsible for ensuring that his replacement appears for work. Upon request of an employee, and with prior approval of the Employer or designee, an employee may work a scheduled day off in exchange for an additional day off to be scheduled in the work period, without receiving any additional compensation.

**Section 18.7** At least one officer position on each shift will be a non-specialty position. Specialty positions in the bargaining unit will be posted for seven (7) calendar days to allow interested employees an opportunity to apply for the position.

## **ARTICLE 19** **EDUCATIONAL BENEFIT PROGRAM**

**Section 19.1** Courses related to college degree programs that are approved in advance by the Chief of Police and the Board of Trustees will be considered for reimbursement upon achievement of a “C” grade or its equivalent. Requests for reimbursement will not be arbitrarily denied. Reimbursement percentages will be as follows: (1) grade of “A” - 70%; (2) grade of “B” - 60%; and, (3) grade of “C” - 50%. Classes that are offered only on a pass/fail system will be reimbursed at 60%. Classes that are offered with an option of either pass/fail or a grading system (ex: A,B,C) will be reimbursed at 50%. Reimbursement of the costs of the college degree courses shall be based on the Township’s ability to pay. Members serving an original probationary period are not eligible for tuition reimbursement.

**Section 19.2** Bargaining Unit members who have received reimbursement as set forth above in excess of one hundred dollars (\$100.00) must reimburse this expense to the Township upon their resignation or dismissal. This reimbursement will be in accord with the following increments beginning with successful completion of education: (1) within 6 months - 100%; (2) from 7-12

months - 50%; (3) from 13-18 months - 25%; (4) from 19-24 months - 10%; (5) after 24 months - 0%.

**ARTICLE 20**  
**WAGES AND COMPENSATION**

**Section 20.1** Effective June 9, 2014, all full-time bargaining unit members shall receive a wage increase of four percent (4%) from the prior year's wages as set forth in the wage scale attached hereto as Appendix A. Effective June 8, 2015, all full-time bargaining unit members shall receive a wage increase of three percent (3%) from the prior year's wages. Effective June 6, 2016, all full-time bargaining unit members shall receive a wage increase of two percent (2%) from the prior year's wages.

**Section 20.2** Employees employed on the effective date of this Agreement shall be placed in the step of their assigned pay range to which they are entitled by their length of service. Employees promoted to a higher position that has a higher range in pay shall be assigned to the entry level rate, except when an employee's existing rate of pay exceeds the entry level rate, in which case an employee would maintain his rate of pay for the duration of the probationary period, or until such time as he attains the necessary service credit to advance a step, and shall then be advanced to the step which grants the employee an increase in pay. Promoted employees shall advance through the steps in the pay period that includes their anniversary date of entry into the classification.

New hire employees who enter the bargaining unit after the effective date of this Agreement shall begin at the entry level rate of the classification hired into, and shall be advanced annually in the pay period which includes their anniversary date of hire, until the top step is reached. The parties agree and understand that an employee with prior relevant job experience and/or education may be hired into the step two or three rate at the sole discretion of the Employer.

**Section 20.3** Employees shall be eligible to earn longevity payments for their service time with the Sugarcreek Township Police Department payable in December of each year. Longevity shall be paid to those employees who have the completed years of service by December 1<sup>st</sup> of each year. Employees who separate from service before December 1<sup>st</sup> shall not be entitled to any portion of the longevity payment. The amounts shall increase when the employee reaches the completed new years of service indicated, according to the following schedule.

Eight to eleven (8-11) years of service:	\$350
Twelve to fifteen (12-15) years of service:	\$500
Sixteen to twenty (16-20) years of service:	\$750
Twenty-one or more (21+) years of service:	\$1000

The amount of the adjustment will be calculated into the employee's base rate of pay each November. The gaining of longevity adjustments shall not be affected by promotion, demotion, or other changes in classification held by the employee.

**Section 20.4** All employees in the Bargaining Units will be paid a shift differential of thirty cents (\$.30) per hour for all hours worked on any scheduled afternoon shift and for hours worked when an employee is held over or called in on afternoon shift. All employees in the Bargaining Units will be paid a shift differential of fifty cents (\$.50) per hour for all hours worked on any scheduled night shift and for hours worked when an employee is held over or called in on night shift. Shift differential pay does not apply to court time or special duty assignments.

Bargaining unit members will be compensated for shift differential as it applies to the shift for hours worked only on shifts with established shift differential. Members will be paid shift differential based on the established compensatory amount as described in this Section. For example, Officer "A" is assigned second shift with no shift differential. Officer "A" holds over into third shift. Officer "A" will receive the third shift differential for those hours that Officer "A" works in third shift.

**Section 20.5** An employee who is assigned by the Chief or his designee to be an officer in charge shall receive an additional one dollar (\$1.00) per hour for all hours actually worked in that assignment.

**Section 20.6** Beginning January 1, 2015, an employee assigned as a Field Training Officer (FTO) shall receive an additional fifty (.50) cents per hour for all hours worked as an FTO. An employee working as an FTO shall be held to the standards set forth by the FTO Committee. (See attached Appendix C) The selection and/or removal of FTO assignments is at the sole discretion of the Chief and is not grievable.

## **ARTICLE 21** **COURT TIME/CALL-IN TIME**

**Section 21.1** Employees called in and required to work at a time disconnected to their regularly scheduled hours of work shall be paid a minimum of three (3) hours pay at the overtime rate of pay. This Article applies equally to court time and regular call-in time.

**Section 21.2** An employee who is contacted for work-related reasons while off duty, and who performs work-related duties for ten minutes or more, but who is not required to report to work, shall be compensated at the applicable rate of pay for all time actually worked. This provision is not applicable to inquiries regarding overtime availability.

**Section 21.3** When responding to a page, employees will be paid from the time they leave their present location in response to the page.

## **ARTICLE 22** **INSURANCE**

**Section 22.1** Bargaining unit employees shall be entitled to the same health and life insurance benefits as other Township employees enrolled in the Township health and life insurance plans. It is agreed and understood that the schedule of benefits for bargaining unit employees shall be the same as those set forth for all other Township employees on the Township health plan. It is

further agreed and understood that the monthly premium contributions for bargaining unit employees shall be the same as those set forth for all other Township employees on the Township health plan. The Union recognizes the right of the Employer to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or lessen premium costs.

**Section 22.2** If Sugarcreek Township determines that it is desirable to establish any committee or procedure for the purposes of seeking employee input on any insurance benefit provided to bargaining unit employees, such committee or procedure shall include the participation of one (1) bargaining unit employee. The bargaining unit employee who participates in such committee or procedure shall be selected by the Union. The formulation of any committee or procedure as described in this Section shall be at the sole discretion of the Director of the Sugarcreek Township Personnel Department or the Director's designee.

**Section 22.3** The Employer agrees to indemnify and defend any bargaining unit employee from actions arising out of the lawful performance of his official duties. The parties recognize that the Employer is not required by the Agreement to provide employees with professional outside liability insurance coverage.

**Section 22.4** In the event that: (1) the company that provides medical insurance to the Township converts from a mutual insurance company to a stock insurance company; and, (2) pays an amount to the Township as a result in the demutualization process, the Township agrees, upon request by the Union, to re-open negotiations for the sole purpose of discussing the disposition of any funds received by the Township.

**Section 22.5** The Township will provide a fifty thousand dollar (\$50,000) life insurance policy to bargaining unit members.

**ARTICLE 23**  
**HOLIDAYS**

**Section 23.1** Bargaining unit employees are entitled to pay for the following holidays:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Patriot Day	September 11 <sup>th</sup>
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>
Floating Holiday	Employee's Option

The length of each holiday listed above shall be equal to the length of an employee's scheduled work day.

**Section 23.2** For continuous operations employees, the holiday shall be observed on the day the holiday actually falls. For non-continuous operations employees, any holiday that falls on a Saturday will be observed on the previous Friday and any holiday that falls on a Sunday will be observed on the following Monday.

**Section 23.3** Employees who are required to work on a holiday will be paid at the applicable rate of pay for all hours actually worked on the holiday.

**Section 23.4** To receive holiday pay, the employee must be in active pay status on his assigned shift immediately preceding and immediately following the holiday.

**Section 23.5** When a bargaining unit member works a holiday, he may either hold the holiday or receive the equivalent of his regular shift of holiday pay. If the employee holds the holiday, he must use the held holiday within the calendar year in which it falls, except that an employee may carry over up to three held holidays until June 1<sup>st</sup> of the following year. If the employee does not use the held holiday, he will receive the equivalent of his regular shift of holiday pay on the last pay period in December of that year.

## **ARTICLE 24** **VACATION**

**Section 24.1** Bargaining unit members shall earn vacation leave according to their number of years of service with the Township as follows. Employees must have completed one full year of service with the Sugarcreek Police Department before being eligible for any vacation leave.

- A. One (1) year of service but less than eight (8) years completed; rate of accumulation: 3.1 hours per pay period.
- B. Eight (8) years of service but less than fifteen (15) years completed; rate of accumulation: 4.6 hours per pay period.
- C. Fifteen (15) years of service but less than twenty-five (25) years completed; rate of accumulation: 6.2 hours per pay period.
- D. Twenty-five (25) years of service or more: rate of accumulation: 7.70 hours per pay period.

**Section 24.2** Vacation credit accrues while on paid leave. No vacation credit is earned while an employee is in no pay status. Pro-rated vacation credit is given for any part of a pay period.

**Section 24.3** Vacation may be taken in two (2) hour increments. Requests for vacation shall be made in writing by the employee to the employee's supervisor. All non-prescheduled vacation

leave requests must be submitted at least twenty-four (24) hours in advance. All vacation requests are subject to employer approval.

**Section 24.4** Employees may request, between January 1 and March 1 of each year, the dates for that vacation year (January 1 through December 31 of that year) on which they prefer to use their accumulated vacation. Such requests shall be honored on the basis of the employee's seniority with the Township, subject to the following limitations and exceptions:

- A. Vacation requests submitted after March 1 shall be honored solely on the basis of order of application, and no seniority rights to preferred dates, shall exist.
- B. All vacation requests are subject to Employer approval and shall be consistent with an efficient work schedule and operational needs.
- C. An employee who has received approval of his vacation request, and is subsequently reassigned to a different shift, shall not lose his right to that approved vacation period solely on the basis of the reassignment.

**Section 24.5** Vacation leave should be taken annually after one year of employment; however, the employee may carry-over up to one full year of vacation time each year, but may not hold more than twice their annual entitled hours at the time of their anniversary date. For purposes of calculation, vacation hours will be calculated through the last pay period up to the anniversary of full-time employment with the Township. Once the maximum allowable amount of vacation time is accrued the employee may choose to be paid for their accrued vacation time in excess of the allowable amount.

**Section 24.6** An employee who separates from service shall be paid for any earned but unused vacation leave.

**Section 24.7** Any employee hospitalized while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization, be entitled to change his vacation leave status to sick leave in accordance with the sick leave article.

## **ARTICLE 25** **SICK LEAVE**

**Section 25.1** Employees shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service, or while in active pay status. Sick leave credit shall not accrue during any unpaid sick leave, layoff, unpaid leave of absence, disciplinary suspension, or while the employee is in overtime. Advance use of sick leave shall not be granted. Sick leave is cumulative without limit. For purposes of this article, active pay status shall be defined as any day an employee works or is receiving compensation for sick leave, vacation time, compensatory time, bereavement leave, injury leave, personal days, holiday time or any other paid leave.

**Section 25.2** Sick leave may be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness or injury conditions of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours.
- D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) days. One of the days must be the date of the funeral. An employee may use one (1) day of sick leave to attend the funeral of a relative not included in the definition of immediate family.
- E. Illness or injury condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- F. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary, and when such examination cannot be scheduled during non-work hours.

For the purpose of this Section, the definition of immediate family shall be: mother, father, son, daughter, brother, sister, spouse, grandparent, grandchild, mother/father/daughter/son/sister/brother-in-law, or a legal guardian or other person who stands in the place of a parent (loco parentis).

**Section 25.3** When an employee is unable to report to work due to reasons specified in Section 25.2 above, he shall notify his immediate supervisor or other designated person, at least two hours prior to the time he is scheduled to report to work, unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the employee's supervisor.

**Section 25.4** Upon return to work, an employee shall complete an application for sick leave form to justify the use of sick leave. When an employee utilizes sick leave for medical appointments or where an absence is for three (3) consecutive days or more, the employee shall furnish a certificate from his treating medical practitioner stating the nature of the illness, injury, treatment and prognosis. Additionally, if the Employer has reasonable cause to believe potential sick leave abuse is occurring, it may, with advance notice, require an employee to submit a physician's statement following any use of sick leave. Falsification of an application for sick leave or a practitioner's statement, or failure to submit appropriate proof of illness or injury, may result in the disapproval of leave, disciplinary action, or both.

**Section 25.5** Sick leave usage, when approved, shall be charged in minimum increments of one (1) hour. In order to receive pay for sick leave usage, an employee must comply with all departmental rules and regulations governing application and use.

**Section 25.6** While an employee is on sick leave, he is expected to engage in those activities that are consistent with the reason for his sick leave and with his medical practitioner's direction. The Employer may investigate sick leave abuse. Any abuse or patterned use of sick leave may result in the denial of leave, disciplinary action, or both.

**Section 25.7** The calendar year (January 1 through December 31) shall be divided into two (2) equal one hundred eighty (180) day periods. Employees who do not use sick leave during the one hundred eighty (180) consecutive day period shall be granted one (1) personal leave day with pay which will not be subtracted from the employee's accumulated sick leave. A maximum of two (2) personal leave days can be earned during any calendar year. Employees must schedule and use the earned personal day leave in the next one hundred eighty day period or the personal day will be eliminated.

Sick leave that is authorized and used for bereavement purposes shall not constitute a disruption of the employee's ability to earn a personal day as provided herein.

**Section 25.8** An employee who retires from active service with the Employer will be entitled to receive a percentage of his accumulated sick leave as follows:

Less Than 10 Years Township Service	Not Eligible
10 Years Township Service	25% Accumulated Sick Leave
15 Years Township Service	30% Accumulated Sick Leave
20 Or More Years Township Service	35% Accumulated Sick Leave

Payment shall be based upon the employee's rate of pay at the time of retirement.

**Section 25.9** In the case of the death of an active employee, the employee's accumulated sick leave shall be converted to a lump sum payment at one hundred percent (100%) of its value, payable to the employee's designated beneficiary, or where no beneficiary is designated, to the employee's estate, upon application by the executor of the estate.

**Section 25.10** An employee who has unused accumulated sick time from a previous employer in another political subdivision of the state may carry the unused time to Sugarcreek Township at the time of initial employment to be used in accordance with township policy.

## **ARTICLE 26** **OCCUPATIONAL INJURY LEAVE**

**Section 26.1** In the event of an occupational injury or an occupational illness incurred by the employee in the course of and arising out of employment, which illness or injury is not the result of "horseplay", sole negligence, recklessness, self-infliction, or drug or alcohol use by an employee, the Employer may grant the employee, beginning on the eighth calendar day of

absence or on the first day the employee is admitted to a hospital as an in-patient, whichever is earlier, Occupation Injury Leave (OIL) with full pay for a period not to exceed one hundred (100) calendar days. The employer may, at its sole discretion, extend injury leave up to an additional one hundred (100) calendar days. The authorization of an OIL is a matter of administrative discretion and the Employer will decide in each individual case if, and/or how much, OIL is to be granted.

**Section 26.2** Any employee claiming an occupational illness or injury under this Article may file an injury claim with the Ohio Bureau of Workers' Compensation. In the event the claim is denied by Workers' Compensation, the employee must reimburse the Employer for all injury leave time. The reimbursement may be charged against an employee's sick leave, compensatory time and/or vacation leave.

**Section 26.3** In lieu of granting OIL, the Employer may assign the employee to light duty within the employee's medical limitations.

## **ARTICLE 27** **LEAVES OF ABSENCE**

**Section 27.1** Upon written request by an employee, the Employer may, at its sole discretion, grant an unpaid leave of absence to any bargaining unit employee for a duration of six (6) months for any personal reasons of the employee. Such leave may be extended upon the request to and with the approval of the Employer.

- A. The authorization of a leave of absence without pay is a matter of administrative discretion and employees have no right to such leave, subject to the provisions below. The Employer will decide if a leave of absence is to be granted in each individual case.
- B. The granting of any leave of absence is subject to the approval of, and is at the sole discretion of, the Employer. Except for emergencies, illnesses, disabilities or as otherwise specified in this Article, employees will request personal leave no later than sixty (60) calendar days prior to the proposed commencement of the desired leave so that the various departmental functions may proceed properly.
- C. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied or the next available similar position if the employee's former position no longer exists. Employees on an unpaid leave of absence are subject to all layoff and recall provisions as set forth in this Agreement.
- D. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. In the event of an operational crisis or emergency, the Employer may cancel a previously authorized leave of absence by providing the employee with one week's notice that he must return to work. An employee on leave due to his own medical condition will not be required to return to work prior to the end of his authorized leave.

- E. If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purposes specified, the Chief may cancel the leave and provide the employee with a written notice directing the employee to report for work. Abuse of leave shall be sufficient cause for removal.
- F. If an employee fails to return to work at the expiration of his requested unpaid leave of absence, such employee, absent extenuating circumstances, shall be removed from his position and shall not receive seniority time for the period of the leave.
- G. An employee who has been granted an unpaid leave of absence for personal reasons shall not receive holiday pay and shall not accrue paid leave during such unpaid leave of absence.

**ARTICLE 28**  
**COURT LEAVE**

**Section 28.1** An employee, serving upon a jury in any court of record will be paid his regular salary for each regularly scheduled workday during the period of time so served. Upon receipt of payment for jury service, the employee shall submit jury fees to the Chief who shall then deposit such funds with the Clerk's office. Time served in jury duty shall be deemed active and continuous service for all purposes. An employee released from jury duty prior to the end of his scheduled workday shall report to work for the remaining hours.

**Section 28.2** Time off with pay shall be allowed members who are required to attend any court of record or administrative adjudicatory body in the State of Ohio in civil or criminal matters relating to duties performed for the Township. Upon receipt of payment for witness service, the member shall submit fees to the Chief who will then deposit such funds with the Clerk's Office. An employee shall request prior approval for court leave, in order for such leave to be granted.

**ARTICLE 29**  
**MILITARY LEAVE**

**Section 29.1** Military leave shall be granted in accordance with State and Federal law including, but not limited to, Ohio Revised Code § 5923.05.

**ARTICLE 30**  
**MEDICAL EXAMINATION/DISABILITY SEPARATION**

**Section 30.1 Examinations** The Employer may require an employee to take an examination, conducted by a licensed medical practitioner of the Employer's choosing, to determine the employee's physical or mental capability to perform the essential functions of his position. Medical examinations shall be required for employees when ordered by the Employer. Examinations may be either periodic or as the Employer requires.

If the employee disagrees with the results of an examination ordered by the Employer, he may be examined by a licensed medical practitioner of his choice, at his expense. If the two (2) reports

conflict, the parties shall choose a mutually agreeable neutral licensed medical practitioner whose decision shall be final, binding and not subject to appeal under the grievance and arbitration procedure.

**Section 30.2 Inability To Perform** If an employee, after examination, is found to be unable to perform the essential functions of his position, the employee may utilize accumulated unused sick leave or other leave benefits. If an employee applies for disability retirement benefits, the Employer will support that application.

**Section 30.3 Disability Separation** An employee who is unable to perform the essential functions of his position may request an unpaid disability separation. A disability separation may be granted when the disability continues beyond accumulated paid and unpaid leave rights, provided the employee is: (a) hospitalized or institutionalized; (b) in a period of convalescence following hospitalization or institutionalization; (c) is declared incapacitated for performance of the duties of his position by a licensed medical practitioner. If an employee refuses to go on leave status, has no leave available, or refuses to request paid or unpaid leave, the Employer may place the employee on unpaid disability separation.

**Section 30.4 Reinstatement** A disability separation will continue for a period of one (1) year from the date the employee first went on leave due to his disabling condition, unless the employee becomes certified by a licensed medical practitioner as able to return to work and to perform the essential functions of his position. If the employee is not able to return to work by the end of the one (1) year period, the employee shall be deemed permanently separated from employment with the Employer. If the employee is certified as able to return to work by a licensed medical practitioner, the Employer shall have the right to have the employee examined prior to his return to work. If the two reports conflict, the parties shall choose a mutually agreeable licensed medical practitioner whose decision shall be final, binding and not subject to appeal under the grievance and arbitration article.

**Section 30.5 Requirements** Refusal of an Employee to submit to an examination, or to release the results of an examination, will be considered insubordination and may be grounds for discipline that may include dismissal.

**Section 30.6 Cost Of Examinations** Any cost for examination required by the Employer shall be paid by the Employer. Any cost for examination by a neutral licensed practitioner shall be paid by the Employer.

## **ARTICLE 31** **EXPENSES**

**Section 31.1** When an employee's duty requires him to travel outside of Sugarcreek Township, the Employer shall reimburse the employee for all reasonable and necessary expenses actually incurred by the employee in the performance of his duty, including, but not limited to, expenses incurred for meals, lodging and parking, subject to limits and rates as established by the Sugarcreek Township Trustees for all Township employees, upon presentation to the Employer

of receipts showing the employee's payment for same. In order to receive reimbursement, Employees must receive prior approval for overnight and out-of-County travel.

**Section 31.2** When an employee is authorized by the Employer to travel outside of Sugarcreek Township on official business and to drive his own automobile, the Employer shall reimburse the employee for all miles actually driven for official business at the mileage rate as established by the Township Trustees for all Township employees.

**Section 31.3** When an employee is permitted to utilize his personal vehicle for official duties (such as for court appearances) the Employer shall reimburse the employee for all miles actually driven by the employee, and for actual parking expenses.

## **ARTICLE 32** **UNIFORMS AND EQUIPMENT**

**Section 32.1** The Employer shall supply at no cost to the employee all uniforms and equipment required by the Employer, excluding socks and underwear, in quantities specified by the Employer. The Employer shall furnish firearms and leather goods or its equivalent to all new employees. Employees shall have leather goods or equivalent replaced by the Employer on an as needed basis as determined by the Employer. The Employer shall furnish all required footwear. Employees who elect to leave employment with the Employer within the initial probationary period shall reimburse the Employer, through payroll deduction of their final pay, for any uniforms or equipment provided to the Employee that cannot be reused or utilized.

**Section 32.2** All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment of an employee, be returned to the Employer in condition issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee. Any issued item that is lost by an employee shall either be replaced with the same item or paid for at current market value by the employee, at the option of the employee.

**Section 32.3** Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Employer or designee.

**Section 32.4** Where an employee supplies evidence that he sustained damage to personal property while performing the duties of his assigned work, provided such damage was not the result of "horseplay", willful misuse, or negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacement up to a maximum of two hundred dollars (\$200.00) per year, but no more than fifty dollars (\$50.00) for jewelry items. The employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option. Any court ordered restitution received by an employee as compensation for damage to his personal property shall be remitted to the Employer up to the amount the Employer has paid hereunder.

**Section 32.5** In the event of damage to prescription eye glasses (including frames), contact lenses, dentures and other oral prosthesis, which damage occurs in the active discharge of an employee's duties, the Employer shall pay the difference, if any, between the amount of reimbursement from Workers' Compensation and the actual cost of repair or replacement.

**Section 32.6** An employee assigned to work as a detective, shall receive a plainclothes allowance of four hundred dollars (\$400.00) for every six-month period, or part of that period, that he is assigned to that position. When applicable, the clothing allowance shall be paid in the last payroll in June and December of each year.

**Section 32.7** Employees honorably retiring in accordance with PERS and meeting the requirements of H.R. 218, the Law Enforcement Officer Safety Act, will be issued a retired law enforcement identification card and shall be permitted to purchase their duty weapon and badge from the department for one dollar (\$1.00) upon retirement.

### **ARTICLE 33** **TRAINING**

**Section 33.1** All required training shall be paid for by the Employer and shall be considered time worked, including driving time to and from training sites located outside of Sugarcreek Township. On multiple day training sessions where the employee has been authorized to remain at or near the training site, the days in training that do not require travel between the site and the township shall be counted as regular workdays, not to exceed the employee's regularly scheduled shift.

**Section 33.2** The Employer shall pay for all necessary, reasonable, authorized and approved expenses incident to such training for required meals, lodging, parking, mileage, tuition and fees in accordance with Township policy.

### **ARTICLE 34** **OUTSIDE EMPLOYMENT**

**Section 34.1** Employees must recognize that the Sugarcreek Township Police Department is their primary Employer. No employee may accept employment with any other employer that is in conflict with his role as an employee of the Sugarcreek Township Police Department as determined by the Sugarcreek Township Chief or designee. The Sugarcreek Township Police Department retains the right to approve law enforcement related off-duty outside employment, including the right to regulate law enforcement related off-duty outside employment by promulgating and enforcing rules as approved by the Sugarcreek Township Chief. Nothing contained herein shall be construed to waive any ethics laws requirements or to prohibit the Township from developing other policies and procedures, consistent with those outlined herein, governing outside employment.

**Section 34.2** Any employee accepting off-duty employment must notify the Employer or designee of the nature of the work, and the hours he will be working, prior to beginning the work. The Employer or designee will either approve the work or notify the employee of the

reason for denial. Such determination shall be made within a reasonable period of time. Approval for off-duty employment will be at the discretion of the Sugarcreek Township Chief or designee but such approval shall not be unreasonably withheld.

**Section 34.3** In addition to the rights set forth in Section 1 and 2 above, the Employer reserves the right to demand an employee reduce his off-duty employment work when his performance is diminished, or his attendance adversely affected.

**Section 34.4** Employees shall have the right to grieve over disciplinary action taken by the Sugarcreek Township Chief relative to an employee's outside employment. All grievances and discipline shall be handled pursuant to Articles 8 and 9 of this Agreement.

### **ARTICLE 35** **HEALTH AND SAFETY**

**Section 35.1** Each employee shall be provided with information as part of orientation, in-service training, and on an as needed basis about communicable diseases to which he may be exposed in the performance of his duties. Information provided shall include the symptoms of the diseases, modes of transmission, methods of self-protection, and recommendations for immunization where appropriate. Employees may receive hepatitis vaccine or inoculation at no cost to the employee.

**Section 35.2** Each employee shall be provided with information and appropriate equipment to take precautions when his duties bring or may bring him into contact with blood or body fluid containing blood. Each patrol vehicle will be equipped with disposable gloves.

### **ARTICLE 36** **NO STRIKE/NO LOCKOUT**

**Section 36.1** The Employer and the STPA recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore the parties agree that:

- A. During the term of this Agreement, the STPA shall not, for any reason, authorize, cause, engage in, sanction, or assist in any strike, or any other concerted activity which would interrupt the operation or services of the Employer during the life of this Agreement.
- B. During the life of this Agreement, the Employer shall not cause, permit or engage in any lockout of the bargaining unit employees unless those employees have violated Section 36.1(A) of this Article.

**Section 36.2** In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violated Section 36.1(A) of this Article is/are subject to disciplinary action up to and including discharge or removal by the Employer.

**Section 36.3** In the event of any violation of Section 36.1(A) of this Article, the STPA shall promptly do whatever it can to prevent or stop such unauthorized acts.

**Section 36.4** Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

### **ARTICLE 37** **SEVERABILITY**

**Section 37.1** This Agreement supersedes and replaces all applicable state and local laws which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

**Section 37.2** The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language on the same subject matter.

### **ARTICLE 38** **WAIVER IN CASE OF EMERGENCY**

**Section 38.1** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the State Legislature, the Greene County Sheriff, or the Chief, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

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

**Section 38.2** Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed, prior to the emergency.

### **ARTICLE 39** **DURATION**

**Section 39.1** This Agreement shall be effective from June 9, 2014, and shall remain in effect through midnight, June 4, 2017.

**Section 39.2** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred eighty (180) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement.

**Section 39.3** 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 STPA 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, or with respect to any subject or matter not specifically 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.

**EXECUTION**

IN WITNESS WHEREOF, The parties have hereunto signed by their authorized representatives this 6th day of OCTOBER, 2014.

SUGARCREEK TOWNSHIP  
POLICE ASSOCIATION:

FOR SUGARCREEK TOWNSHIP:

Off. Lesley Stayer #212  
Lesley Stayer

Nadine Daugherty  
Nadine Daugherty, Trustee

Det. N. Coltrane #217  
Nicholas Coltrane

Scott Bryant  
Scott Bryant, Trustee

Gabriel Plummer #212  
Gabriel Plummer

Mike Pittman  
Mike Pittman, Trustee

Stephen S. Lazarus, Esq.  
Hendler, Lyons + Lewis LLC

Barry Tiffany  
Barry Tiffany, Township Administrator

Michael Brown  
Michael Brown, Chief of Police

**APPENDIX A**  
**WAGE CHART**

<b>PAY SCHEDULE 2014-2017</b>							
<b>OFFICERS</b>	<b>Entry</b>	<b>1 year</b>	<b>2 years</b>	<b>3 years</b>	<b>4-5 years</b>	<b>6-7 years</b>	<b>8 years +</b>
2013	\$19.80	\$20.60	\$21.42	\$22.28	\$23.18	\$24.10	\$25.54
2014 (4%)	\$20.59	\$21.42	\$22.28	\$23.17	\$24.11	\$25.06	\$26.56
2015 (3%)	\$21.21	\$22.06	\$22.95	\$23.87	\$24.83	\$25.82	\$27.36
2016 (2%)	\$21.63	\$22.50	\$23.41	\$24.35	\$25.33	\$26.33	\$27.91