# REEMENT

BY AND BETWEEN

## THE HAMILTON TOWNSHIP TRUSTEES

AND

01-20-16
2478-03
15-MED-10-1122
K33150

## THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

(Patrol Officers)

EXPIRES: December 31, 2018

## CONTENTS


| | | |
|---|---|---|
| ARTICLE 1 | AGREEMENT | 3 |
| ARTICLE 2 | FOP RECOGNITION | 3 |
| ARTICLE 3 | UNION DUES AND FAIR SHARES | 4 |
| ARTICLE 4 | MANAGEMENT RIGHTS | 5 |
| ARTICLE 5 | LABOR/MANAGEMENT MEETINGS | 7 |
| ARTICLE 6 | PERSONNEL FILES | 7 |
| ARTICLE 7 | GRIEVANCE PROCEDURE | 8 |
| ARTICLE 8 | DISCIPLINE | 12 |
| ARTICLE 9 | SENIORITY/HIRING/LAYOFF and RECALL | 14 |
| ARTICLE 10 | HEALTH AND SAFETY | 15 |
| ARTICLE 11 | HOURS OF WORK and OVERTIME | 16 |
| ARTICLE 12 | SHIFTS DIFFERENTIAL | 19 |
| ARTICLE 13 | HOLIDAY/VACATION/PERSONAL DAYS | 20 |
| ARTICLE 14 | BEREAVEMENT LEAVE | 21 |
| ARTICLE 15 | SICK LEAVE | 22 |
| ARTICLE 16 | INJURY LEAVE | 24 |
| ARTICLE 17 | LEAVE OF ABSENCE/MILITARY LEAVE | 24 |
| ARTICLE 18 | PROBATION | 24 |
| ARTICLE 19 | PERSONAL PROPERTY | 25 |
| ARTICLE 20 | SEVERABILITY | 26 |
| ARTICLE 21 | EMERGENCY WAIVER | 26 |
| ARTICLE 22 | SEVERANCE | 26 |
| ARTICLE 23 | RETIREMENT | 27 |
| ARTICLE 24 | DEATH | 28 |
| ARTICLE 25 | UNIFORMS/UNIFORM ALLOWANCE | 28 |
| ARTICLE 26 | INSURANCE | 29 |
| ARTICLE 27 | CRIMINAL DEFENSES INSURANCE | 30 |
| ARTICLE 28 | WAGES | 30 |
| ARTICLE 29 | TRAINING AND EDUCATION | 32 |
| ARTICLE 30 | ALCOHOL AND DRUG TESTING | 33 |
| ARTICLE 31 | OUTSIDE EMPLOYMENT | 35 |
| ARTICLE 32 | DURATION | 36 |
| | SIGNATURE PAGE | 37 |

## ARTICLE 1
## AGREEMENT

This Agreement, entered into by Hamilton Township Board of Trustees, Warren County, Ohio, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP/OLCI", has as its purpose the following:

> To comply with the requirement of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreement between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit(s) as defined herein; and to promote orderly constructive and harmonious relations between the Employer and the FOP/OLCI.

Whenever the male pronoun or adjective is used in this Agreement, it shall be deemed to also include the female gender, unless otherwise indicated.

## ARTICLE 2
## FOP/OLCI RECOGNITION

**Section 2.1** The Township recognizes the FOP/OLCI as the sole and exclusive representative and bargaining agent for all full-time Patrol Officers for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment. For the duration of this agreement Bargaining Unit members will do bargaining unit work, except where otherwise specified in this agreement. This in no way is intended to limit the ability to schedule part-time employees.

**Section 2.2** The employer recognizes the right of the employees covered by this Agreement to have one Associate Member from employees in the rank of Patrol Officer, and one alternate member, which comprises the bargaining unit/s in bargaining/negotiating the Contract/s. The Union will authorize from time to time the party or parties which will act as Union representatives in all matters.

**Section 2.3** In the event that 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 and shall so advise the Union in writing within thirty (30) calendar days. If the FOP/OLCI disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within ten (10) calendar days from the FOP/ OLCI's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the FOP/OLCI. If the parties do not agree, the position shall be subject to challenge by the Union to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

**Section 2.4** Union representative(s) of the FOP/OLCI shall be admitted to the township's facilities for the purpose of processing grievances or attending meetings as permitted in this Agreement. Upon arrival, the FOP/OLCI representative shall identify himself to the Police Chief or the Police Chief's designated representative.

**Section 2.5** No official of the FOP/OLCI, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The FOP/OLCI will not conduct

FOP/OLCI business during working hours except to the extent specifically authorized in this Agreement. The FOP/OLCI shall not conduct FOP/OLCI activities in any work area(s) without prior approval of the Police Chief or his designee. The FOP/OLCI employee official shall cease unauthorized activities immediately upon the request of the Police Chief or his designee or upon the request of any management level employee of the Township.

**Section 2.6** The Employer agrees to permit a bulletin board in the roll call room or other suitable location for the use of the employees represented by the FOP/OLCI. The employer may post on the bulletin board any notices concerning the employees covered hereby which the Employer is required by law to post. The FOP/OLCI may post on the bulletin board notices relating to recreational and social events applicable to members of the bargaining unit, election notices, and results, notices of membership meeting related to FOP/OLCI business, or notices related to the affair of bargaining unit members. No obscene, immoral, unethical or vituperative matter shall be posted. The bulletin board shall be maintained in a neat and orderly manner.

**Section 2.7** During the life of the Agreement, The Township shall not cause, permit, or engage in any lockout or otherwise prevent employees from performing their regular duties where the object thereof is to bring pressure on the employees or an employee organization to compromise or capitulate to the Township's terms regarding a labor relation dispute.

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

**Section 3.1** The Employer agrees to deduct FOP/OLCI 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 FOP/OLCI 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/her designee. Upon receipt of the proper authorization, the Employer will deduct FOP/OLCI 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** As a condition of employment, thirty (30) days following the beginning of employment, or upon the effective date of the labor Agreement, whichever is later, employees in the bargaining unit who are not members of the FOP/OLCI, including employees who resign from membership in the FOP/OLCI after the effective date of this Labor Agreement, shall pay to the FOP/OLCI, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the FOP/OLCI, nor shall the fair share fee exceed the dues paid by members of the FOP in the same bargaining unit. The FOP is responsible for annually certifying to the Employer the amount of the fair share fee, along with a breakdown of its use, prior to the implementation of this Section. If an employee challenges through the Courts or the State Employment Relations Board the deduction of the fair share fee, his/her deductions shall continue, but the funds shall be placed in an interest bearing escrow account until a resolution of his/her challenge is reached. The party in whose favor the resolution is determined shall receive the escrowed funds, including the interest, if any.

**Section 3.4** The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP/OLCI dues. The FOP/OLCI 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 FOP/OLCI, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLCI.

**Section 3.5** 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 FOP/OLCI.

**Section 3.6** 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 FOP/OLCI dues.

**Section 3.7** The parties agree that neither the employees nor the FOP/OLCI 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 FOP/OLCI dues deduction would normally be made by deducting the proper amount.

**Section 3.8** The rate of which dues are to be deducted shall be certified to the Employer or designee by the FOP/OLCI 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 3.9** 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
## MANAGEMENT RIGHTS

**Section 4.1** The Employer possesses the sole right to operate the Department and all management rights reposed in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as expressly limited by the terms and conditions set forth in this Agreement:

A. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Department, standards of services, its overall budget, utilization of technology, and organizational structure.

B. To direct, supervise, evaluate, or hire employees.

C. To maintain and improve the efficiency and effectiveness of operations and programs.

D. To determine the overall methods, process, means of personnel by which operations are to be conducted.

E. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.

F. To determine the adequacy of the work force.

G. To determine the overall mission of the Department as a unit of government.

H. To effectively manage the work force.

I. To take actions to carry out the mission of the Department as a governmental unit.

J. The authority to assign shifts and duties.

K. The authority of management to make any other changes or additions, not already covered in the above list, as it pertains to the operation of the department

**Section 4.2** The FOP/OLCI recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

**Section 4.3** The FOP/OLCI agrees that during the term of this Agreement, there shall be no strikes, work stoppages, slow down, picketing, job actions, including any concerted activity. FOP/OLCI Associates and employee representative will continue to carry out their duties as employees and will take positive action to bring the concerted activity to an end.

**Section 4.4** The FOP/OLCI will use its best efforts to prevent any violation of this Section and to stop any violations if one occurs. If there is a violation of this Section, the FOP/OLCI will publicly denounce the strike and will provide the Township with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored.

**Section 4.5** The provisions of this agreement shall be applied equally to all employees in the bargaining units without discrimination as to age, sex, race, color, religion, disability, or national origin.

**Section 4.6** The Employer agrees not to interfere with the rights of the employees to become members of the FOP/OLCI, and there shall be no disparate treatment, interference, restraint or coercion by the Employer or any representative of the Employer against any employee because of FOP/OLCI membership or because of any legal employee activity in an official capacity on behalf of the FOP/OLCI.

**Section 4.7** The FOP/OLCI agrees not to interfere with the rights of employees to not become members of the FOP/OLCI, and there shall not be disparate treatment, restraint, or coercion by the FOP/OLCI or its representatives against any employee exercising the right to abstain from membership in the FOP/OLCI or involvement in FOP/OLCI activities.

## ARTICLE 5
## LABOR/MANAGEMENT MEETINGS

**Section 5.1** In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer and/or designee(s) shall meet with not more than two (2) representatives of the FOP/OLCI to discuss pending problems and to promote a more harmonious labor/management relationship.

**Section 5.2** An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those FOP/OLCI representatives who will be attending. The purpose of such meeting shall be to:

A. Discuss the administration of this Agreement.

B. Notify the FOP/OLCI of changes made by the Employer which affect bargaining unit members of the FOP/OLCI.

C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.

D. Disseminate general information of interest to the parties.

E. Discuss ways to increase productivity and improve effectiveness.

F. To consider and discuss health and safety matters relating to employees.

**Section 5.3** It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

## ARTICLE 6
## PERSONNEL FILES

**Section 6.1** Each employee may request to inspect his/her official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by phone call to the Employer or designee. Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his/her choice accompany him/her during such review. Any employee may copy documents in his/her official personnel file. Any representative of the FOP/OLCI as designated in Article 4 of this Agreement may inspect the personnel file of any bargaining unit employee provided that the employee is present at the time of inspection, or upon written authorization including the signature of the employee.

**Section 6.2** If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's official personnel file.

**Section 6.3** Records of Level 1 Warnings shall cease to have force and effect one (1) year after the date of issuance, provided no intervening discipline has occurred. Records of Level 2 Warnings shall cease to have force and effect two (2) years from the date of issuance, provided no intervening discipline has occurred. Records of Level 3 Warnings, shall cease to have force and effect three (3) years from the date of issuance, provided no intervening discipline has occurred. Any inactive records shall be separated into a separate section of the file and clearly marked as "inactive".

**Section 6.4** To the extent permitted by law, the Employer shall not disclose any information contained within the personnel files.

1. If the Employer receives a public records request for the inspection of any information about an employee covered by this agreement contained within the files kept by the Employer, the Employer shall ascertain the identity of the person making such a request.

2. No information may be released until the Employer has provided the employee with a summary of the information about the employee that will be released and to whom it will be released. If the employee in question is satisfied the information being released does not place the officer or their family at risk of irreparable harm and the information being released is in compliance with current case law, the employee will agree with its immediate release. Should the employee feel the information being released places the employee or their immediate family at risk of irreparable harm or does not comply with current case law, the following steps will apply:

    A. The employee will have five (5) days after being notified in (2) above to file an objection to the release of information and/or to request an opportunity to be heard regarding such release.

    B. If the employee requests a hearing on the release of his or her information, the Employer shall hold such hearing within a reasonable amount of time, and shall allow the employee the opportunity to be heard.

    C. If, after the hearing, the Employer determines that disclosure of the requested information would not threaten the officer's and/or the officer's families' personal security, or said information is not otherwise protected from disclosure, the Employer will release the information requested.

## ARTICLE 7
## GRIEVANCE PROCEDURE

**Section 7.1** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement. It is not intended that the grievance procedure be used to effect changes in those matters which are controlled by the provisions of Federal and/or State laws and/or by the United States or Ohio State constitution.

**Section 7.2** All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving Level 3 or Level 4 Warnings or lost pay discipline (suspension, reduction in pay, removal or discharge) shall be initiated at the Employer's level.

The grievant or the FOP/OLCI 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 answered by the Employer's representatives within the stipulated time limits may be advanced by the grievant to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual agreement. A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member selected by such group will process the grievance, and shall so indicate that the grievance is a group grievance.

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

A grievance must be submitted to the grievance procedure within ten (10) calendar days after an employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed. In no case will a grievance be considered which is submitted later than forty-five (45) calendar days following the date of the facts.

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

A. Grievant's name and signature;

B. Date, time and location of grievance;

C. Description of incident giving rise to the grievance;

D. Date grievance was first discussed;

E. Name of supervisor with whom grievance was first discussed;

F. Date grievance was filed in writing;

G. Articles(s) and Section(s) of the Agreement alleged to have been violated; and

H. Desired remedy to resolve grievance.

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

**Step 1** The grievant shall submit the grievance in writing to the 2nd in Command within ten (10) calendar days after an employee knows or should have known the facts giving rise to the grievance. Once a grievance has been reduced to writing no change may be made in the subject matter of said grievance. The day following the date of the occurrence or discovery of occurrence shall be considered the first day of the ten (10) day period. Upon receipt of a written grievance, timely filed, the 2nd in Command shall meet with those

concerned and otherwise attempt to resolve the matter within five (5) working days of receipt of the written grievance. Said meeting shall include the aggrieved employee, and at his request, his FOP representative. The 2nd in Command after review of all matters of fact relative to the grievance shall issue a written decision on the grievance form within five (5) days following the meeting.

**Step 2** If the grievance is not resolved in Step 1 to the satisfaction of the Grievant, it shall be presented by the Grievant or his/her chosen representative to the Chief of Police within five (5) calendar days of the decision of the 2nd in Command. Upon receipt of a written grievance, timely filed, the Police Chief shall arrange a hearing within five (5) working days. Said hearing shall include the aggrieved employee and his FOP representative. Neither the aggrieved employee nor the Police Chief shall be represented by legal counsel at the hearing. The Police Chief shall preside over the top hearing, hear the entire case and obtain all of the facts. The Police Chief shall then render a written decision within ten (10) calendar days from the completion of the hearing. In the event of the absence of the Police Chief from Hamilton Township, Ohio during this time period, the running of time shall be tolled until such time as the Police Chief returns to Hamilton Township, Ohio, said time shall not exceed twenty-one (21) calendar days, in which event, the grievance would automatically move to the next step. Any time limits provided for in this step may be extended by Agreement of the parties.

**Step 3** If the grievance is not resolved in Step2, the employee may, within ten (10) calendar days from receipt of the written response of the Police Chief to the grievance, appeal the grievance by filing written notice with the Township Trustees appointed authority requesting a hearing. The Township Trustees appointed authority shall schedule a hearing within twenty (20) calendar days of his receipt of the notice of appeal. This time limit may be extended by agreement of the parties. The employee may be represented by an FOP member representative at said hearing. Both the employee and the Employer may be represented by legal counsel at said hearing. The Township Administrator shall render his decision within ten (10) calendar days of the hearing, with copies sent to all parties concerned.

**Step 4** If the grievance is not resolved in Step 3, the employee, within ten (10) calendar days from the receipt of the decision of the Administrator to the grievance, may appeal the grievance by filing written notice with the Hamilton Township Fiscal Officer requesting a hearing before the Board of Trustees. The employee may be represented at this step by an FOP representative. Both the employee and the Employer may be represented by legal counsel at said hearing. The grievance shall be heard by the Board of Trustees in Executive Session, within thirty (30) calendar days after receipt of the notice of appeal. This time limit may be extended by agreement of the parties. No facts may be presented at this step which were not presented at Step 2. The Board of Hamilton Township Trustees shall render written decision within fifteen (15) calendar days after the hearing.

**Step 5** A grievance unresolved at Step 4 may be submitted to Arbitration upon request of the FOP in accordance with the provisions of this Article. The FOP, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 4, the FOP shall notify the Employer of its intent to seek arbitration over an unresolved grievance. The FOP may withdraw its request to arbitrate and/or the Employer may accept the remedy outlined in the grievance at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not

submitted within the thirty (30) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or representative(s).

A. Arbitrator Qualifications: The arbitrator selected must reside in the State of Ohio, have advocated decisions for both management and union and have no fewer than ten (10) published and available awards

   The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from FMCS area #15 (Ohio). The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the list and request from FMCS may appeal the another list of nine (9) names until a mutually agreeable arbitrator is selected. The parties may at anytime mutually agree to an alternate arbitration service or method of selection of an arbitrator.

B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. Five (5) days before the beginning of an arbitration hearing the parties shall exchange witness lists and copies of all documents which they intend to use at the hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He may not modify or amend the Agreement.

   The decision of the arbitrator shall be final and binding on the employee, the FOP and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument or submission of final briefs.

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

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

The FOP shall use a grievance form which shall provide the information outlined in this Article. The FOP shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

## ARTICLE 8
## DISCIPLINE

**Section 8.1** The tenure of every employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. No employee shall be reduced in pay and position, suspended, removed or discharged except for grounds stated in this Agreement. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. Disciplinary action will be taken on procedure or policy violations only. Memos must become policy before disciplinary action can be taken. The Employer may take this type of action for actions occurring while the employee is on duty, or working under the colors of the Employer, or in instances where the employee's conduct violates his/her oath of office. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. As such, an employee may receive more than one (1) warning at any level before progressing to the next level. Forms of disciplinary action are as follows:

A. Level 1 Warning (equivalent to a Counseling Letter);

B. Level 2 Warning (equivalent to a Written Reprimand);

C. Level 3 Warning (equivalent to a minor suspension three [3] days or less);

D. Level 4 Warning (equivalent to a suspension of more than three [3] days), and/or reduction in pay and/or position;

E. Discharge.

Level 3 and Level 4 Warning letters encompassing a suspension will include the dates for serving of the suspension. Where the charges resulting in the warning are related to absenteeism/tardiness, inefficiency, simple negligence (carelessness), or failure to attend mandatory meetings and functions, the Employer may require an employee to work through the suspension, at the regular rate of pay for hours worked, thus the suspension is a paper suspension only, but shall be recorded in the employee's personnel file in the same manner as a suspension without pay for the purpose of recording disciplinary actions.

**Section 8.2** Incompetency, inefficiency, dishonesty, substance abuse, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming a Patrol Officer or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

**Section 8.3** Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. No employee will receive a Level 3 or 4 Warning, be reduced in pay and/or position or be discharged without first having had the opportunity for a pre-disciplinary hearing. The employee and the FOP/OLCI Staff Representative will be given a sixty (60) hour advance notice of the hearing, with a

description of the charges stating the alleged violations against an employee. When an employee is charged with misconduct which may result in Suspension, Demotion or Dismissal, he/she shall be given a copy of written and signed charges stating the Charges and Specifications and advising him/her of the right to be represented at the Departmental Hearing. Findings will be issued to the employee after the Departmental Hearing. A copy of the charges and notice to the Staff Representative will be by facsimile or email. Continuances will be permitted provided reasonable notice is given, and will not be unreasonably denied. The purpose of the hearing is to give the employee and his representative an opportunity to respond to the charges. There is no requirement for the Employer to present witnesses at the hearing. The employee must choose to: (1) appear at the disciplinary conference and present an oral or written statement in his/her defense; (2) appear at the disciplinary conference and have one (1) chosen representative present an oral or written statement in his/her defense; or (3) elect in writing to waive his/her opportunity to have a disciplinary conference. Failure of the employee to elect and pursue one (1) of these three (3) options will be deemed a waiver of the employee's right to the disciplinary conference.

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

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

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

**Section 8.4** Level 3 Warnings, Level 4 Warnings, reduction in pay and/or position and discharge may be appealed through the grievance procedure. Level 1 and 2 Warnings may be grieved through the grievance procedure, but are not subject to the arbitration procedure.

**Section 8.5** Whenever the Employer or designee(s) interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary hearings, the following conditions shall apply after being advised of the allegations being looked into:

A. Employees being questioned as witnesses shall be so informed.

B. When an employee who is suspected of misconduct is interviewed, questioned, or interrogated regarding such misconduct, he/she shall be apprised of the nature of the suspected misconduct as it is known at that time and his/her right to have the opportunity to have a FOP representative of his or her choice present to advise him/her during the questioning. A minimum of twenty-four (24) hour notice shall be given so the representative of choice can be secured.

C. Prior to questioning, employees (including witnesses) shall be given Miranda, Piper or Garrity Warnings and shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.

D. Preliminary investigations shall be tape recorded. Formal disciplinary hearings shall be tape recorded by the hearing officer. A copy of the recording shall, at the request of the charged employee, be provided to the employee within forty-eight (48) hours of the close of the hearing. The employee may also record the hearing. All meeting or hearings provided for in this Section may be recorded by the charged employee.

E. Preliminary investigations and disciplinary hearings shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his/her shift.

F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest period, it being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.

G. No employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.

H. Once an employee is officially notified by the Police Department of an investigation against him/her, the Police Department will provide a status update to the employee every thirty (30) days until the investigation is concluded.

**Section 8.6** Any employee required by the Employer to attend an investigatory interview or disciplinary hearing outside of his scheduled working hours shall be paid for all such time.

**Section 8.7** Any employee charged with or under indictment for a felony, or any crime which results in a weapons disability, who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may not use accrued but unused vacation, holiday, or compensatory time during the leave. An employee found guilty by the trial court of a felony, or any crime which results in a weapons disability, shall be summarily discharged. Where the charges are reduced to a misdemeanor (other than a crime which results in a weapons disability) or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Article, but he/she shall be paid for all lost straight time hours and shall have any vacation, holiday, and/or compensatory time used restored to his/her credit. The Employer shall continue to pay the employee's insurance premiums during the unpaid leave of absence.

## ARTICLE 9
## SENIORITY/HIRING/LAYOFF AND RECALL

**Section 9.1** Seniority shall be computed on the basis of uninterrupted length of continuous full-time service with the department. Ties shall be broken by the uninterrupted time served as an employee of the Hamilton Township Police Department. If a tie still exists, it shall be broken by part-time hire date of hire as an employee of the Hamilton Township Police Department, then by original date of application, and if a tie still exists, it shall be broken by the birth date of the employee(s) – month, day, then year.

**Section 9.2** If a full time employee leaves the department, regardless of reason, management will meet with the Union to discuss replacement of the position based on budgetary constraints and departmental needs. The full time position shall not to be replaced by a part time position, and will not be filled until the grievance procedure or court proceedings are exhausted.

**Section 9.3** All new full-time or open full-time positions in the Hamilton Township Police Department shall be posted no less than five nor more than thirty business days. The new or open full-time position shall be offered to present full time officers and the hiring process exhausted prior to offering the position to part-time or outside applicants.

**Section 9.4** In the event that a long term layoff or job abolishment is necessary, the Township shall notify the affected employee(s) ten days in advance of the effective date of layoff or job abolishment. The Township shall notify employees of any decision to implement any short term layoff, lasting seventy-two hours or less, as soon as possible. The Township, upon request of the FOP/OLCI, agrees to discuss, with representatives of the FOP/OLCI, the impact of layoff on bargaining unit employee(s).

**Section 9.5** Any layoff or job abolishment of bargaining unit employees shall be inverse order of seniority within the unit, with the least senior employee being laid off first. Any employee receiving notice of a long term layoff lasting more than seventy-two (72) hours they shall have five calendar days following the receipt of such notice in which to exercise their right to bump the least senior unit employee of lower rank.

**Section 9.6** In the event a layoff is necessary, the Township shall lay off full-time patrol officers only after all part-time and auxiliary officers have been laid off. Any employee(s) laid off under the provisions of Section 9.4 and 9.5 above shall be placed on a recall list for a period of two years from date of layoff. While on such a recall list, the Township shall keep the employee(s) commissions active.

**Section 9.7** Recalls from the list shall be made in the inverse order of the layoff. Notice of recall shall be sent to employees by certified mail, return receipt requested, at the last mailing address provided by the employee. Recalled employee(s) shall have ten calendar days following receipt of the recall notice to notify the Township of an intention to return to work and shall have at least fourteen (14) calendar days following receipt of the recall notice before being required to report for duty.

**Section 9.8** In the event of a layoff the Employer is responsible for providing a COBRA alternative to the full time employee until he finds other coverage or up to six (6) months.

**Section 9.9** It is the desire and the intention of both parties to this agreement that the Hamilton Township Police Department eventually become an all full time force. The Township hereby agrees to make continuing good faith efforts to achieve this goal, consistent with budget and scheduling requirements.

## ARTICLE 10
## HEALTH AND SAFETY

**Section 10.1** The Employer will use its best effort to keep all Township owned equipment in a safe and healthful condition, and no employees shall be required to exercise their

responsibilities with unsafe equipment or vehicles. Management reserves the right to make the determination of what is safe or un-safe equipment.

**Section 10.2** The FOP/OLCI and/or individual employee may raise safety issues with their immediate supervisor. If the immediate supervisor does not respond within a reasonable amount of time determined by the danger, the matter may be presented to the Chief of Police for final resolution.

**Section 10.3** Employees must comply with all safety rules and regulations in the operation and care of such vehicles and equipment. Disciplinary action may result from non-compliance.

## ARTICLE 11
## HOURS OF WORK AND OVERTIME

**Section 11.1** Each Full-time Employee's pay period while working a twelve (12) hour schedule will result in an eighty-four (84) hour work period. Management reserves the right to schedule a short day (eight [8] hour day) to avoid overtime within a work/pay period. It is agreed that management will not schedule an officer's short day for a Saturday or Sunday. Employees taking vacation or compensatory time may, with approval, move their short day to Saturday or Sunday. Every attempt will be made in the scheduling to schedule necessary short days either the last work day before break days of the first work day following break days. Each full time Employee on a mutually agreed accepted alternative schedule arrangement (e.g., four [4] ten [10] hour days or five [5] eight [8] hour days) the pay period shall consist of eighty (80) hours.

The Employer shall post eight (8) months in advance schedule for the purpose of allowing the officers adequate time to make time off requests (i.e.: Vacation, Comp. etc....).

No employee shall work in excess of seventeen (17) hours in a twenty four (24) hour period. An employee having worked seventeen (17) hours within a twenty four (24) hour period must be off-duty for a minimum of seven (7) consecutive hours before he will be permitted to return to work.

Officers who are assigned to work as a SRO may, at any time in the assignment, request in writing to be removed from the position. The parties agree that even though a request has been made, the Chief of Police is under no obligation to remove the officer from the position.

Officers assigned as detectives may, in their sole discretion, request to opt out of the position anytime within the first ninety (90) days of their assignment, but must remain in the assignment until the new person assigned fills the position.

**Section 11.2** Management has the right to schedule and assign shift. Shifts will be bid on every eight (8) months for two (2) four (4) month rotation(s) by seniority as set forth in Section 9.1 of the bargaining agreement. Shift bids must be in as of November 1st for January through April and May through August and by July 1st for September through December and January through April and by March 1st for May through August and September through December. In the event that special circumstances deem it necessary to move an officer off of his/her bid shift, every effort will be made to return the officer to their bid shift as soon as possible.

Management may alter the normal work schedule of an employee to cover for vacation time used and compensatory time used in an attempt avoid overtime. In the event that an officer is reassigned from another unit, that officer will work the open shift available for the remaining length of the current schedule. Every effort shall be made allowing full time employees to have their shift preference, in addition to days off scheduled consecutively, except as a result of a rotation in the shift schedule.

Employees will be scheduled a twelve hour work day with a 2-2-3 rotation allowing for a scheduled short day (eight [8] hour day) to avoid overtime as the primary work schedule. An exception to the primary work schedule shall be deemed accepted when the Employer and Employee(s) mutually agree to do so (e.g., four [4] ten [10] hour days). Full time employees shall be paid overtime at a rate of one and one half (1 1/2) times their regular rate of pay for hours worked in excess of the eighty (80) hour bi-weekly work period.

Employee's assigned as a Detective will be scheduled an eight (8) hour work day on a 5-2 rotation. An exception to the eight (8) hour work provision for this(these) bargaining unit employee(s) shall be deemed accepted when the Employer and Employee(s) mutually agree to do so (e.g., four [4] ten [10] hour days). Detectives shall be paid overtime at a rate of one and one half (1 1/2) times their regular rate of pay for hours worked in excess of the forty (40) hour work week currently in place for employees. Employees who are assigned to work as a Detective may apply for the position every two (2) years. This does not mean management cannot take a person out of the position if they see fit before the two (2) years is up.

Employee's assigned as a Detective will be provided a Police Department vehicle to be used for the duration of the assignment. The vehicle assigned to the Detective will be used for official Police Department business only which includes but is not limited to travel to/from the employee's residence to/from the police department and/or crime scenes or court.

**Section 11.3** Any overtime accrued within a fourteen (14) day period shall be compensated in either pay or compensatory time off. Overtime pay shall be at the rate of one and one-half (1-1/2) times the normal hourly rate of the employee. Compensatory time off shall be earned at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. Any employee requesting to use this compensatory time off shall be permitted to do so within a reasonable period after making such request, provided such use does not unduly disrupt the operations of the Police Department. When an employee is requesting compensatory time while on duty, the employee may request approval for leave from his supervisor. Time off may be granted provided such use does not unduly disrupt the operations of the Police Department and minimum staffing will not be impacted.

Any refusal by the Police Chief or his designee to allow an employee compensatory time off shall be done in good faith and based on operational needs of the Police Department.

**Section 11.4** Each employee shall be permitted to accrue no more than four hundred eighty (480) hours of compensatory time. No employee who has accumulated four hundred eighty (480) hours or more of compensatory time shall be allowed to convert overtime pay to compensatory time. Upon request each employee shall be entitled to convert an unlimited amount of accumulated compensatory time to cash in November of each year, payable by the first pay period of November. All compensatory time accumulated through the pay period ending date prior to the first pay day in December shall be converted each year to

cash, with payment therefore being due at the first pay period in December, except that each employee shall be entitled to elect to carry over from year to year a maximum amount of eighty (80) hours.

**Section 11.5** Voluntary shift changes are permissible. Requests for voluntary shift changes must be submitted in writing to the scheduling officer seven (7) days prior to the date of the change to allow time for a new schedule to be posted. In the case of an emergency, the seven (7) day requirement can be waived with the approval of a supervisor.

**Section 11.6** Any full-time employee required to appear to any event (court, mandatory meetings, mandatory training, etc.) on their time off or days off shall be compensated for at least three (3) hours of regular pay. If these hours exceed eighty (80) hours of actual work in a work period, then all hours over eighty (80) hours will be paid at the overtime rate of pay. Notwithstanding the actual duration of the appearance. If the court time lasts more than three (3) hours, the employee will be paid for all hours actually worked, as applicable.

**Section 11.7 Call-Out (E-Tech, CID, Staff Meetings, Etc.)** Call out will be compensated for at least three (3) hours of regular pay. In the event these hours exceed (40) forty hours of actual work in a work week, than all hours over (40) forty will be paid at the overtime rate of one and one half (1 – 1/2) times the employee's regular rate of pay. Notwithstanding the actual duration of the call out, if the call out last more then three (3) hours, the employee shall be paid at the overtime rate for all hours actually worked at the applicable rate.

**Section 11.8** Officers who are doing shift work and are required to appear for (court, mandatory meetings, mandatory training, Etc.) shall be paid for the full time spent at the appearance, at the applicable rate of pay.

**Section 11.9** Part time employees may be used to supplement the schedule due to the limited amount of full time officers in the department. It is understood that there is no requirement of management to schedule part time officers to twelve (12) hour shifts if, in managements opinion, a different schedule would better serve the needs of the Department. However, in the event that there is open scheduled shifts due to vacation, or compensatory time lasting five (5) days or longer, all full time employees will be given the first opportunity to work the shifts for the first two (2) days. In the event that no full time employee wishes to work any of the first two (2) days, the shifts may then be filled by part-time employees. Management may also schedule part time officers for Holidays as needed.

**Section 11.10** All full time officers will be assumed to want to work special details unless a written submission is given to the Detail coordinator by January 1 of each year stating otherwise. When the occasion occurs the Detail Coordinator will attempt to assign the special detail to personnel according to those officers available (not on duty with Hamilton Township) by seniority with the least amount of special detail hours for the previous three months. Full time officers will be given the right of first refusal for all special details. If after a full-time has been scheduled a special detail and is unavailable to work it, the details can then be given to part-time officers or full time officers at the discretion of the officer assigned the detail. An assigned officer is responsible for filling any detail that he is unable to work. An extra detail shall be posted for all officers to view.

It is understood and agreed that the full time officer(s) assigned to the school as a School Resource Officer will be offered any and all extra duty details at the school before they are

offered to other Hamilton Township Officers. If more than one opening is present or should the SRO not want to work the detail, it will be opened to other officers in accordance with the Agreement. SRO's will not be eligible to work other overtime until all other full time employees have been offered and declined them first.

**Section 11.11** While working an off-duty detail in Hamilton Township, bargaining unit members will be paid at a rate of $40.00 per hour with a four hour minimum. The member will be paid within 30 days of working the detail. Payments will be on separate checks from the Township for each detail worked.

**Section 11.12 Overtime Equalization**

An overtime tracking list will be maintained by the Employer and will be available to all Employees in the classification in which the overtime was created. The list will be displayed in a mutually agreed upon location and available for inspection twenty-four (24) hours a day. When an overtime situation exists the supervisor will utilize the appropriate seniority shift list and will start at the top of the list (list order determined number of overtime hours worked) and notify Employees of the overtime opportunity.

Supervisors will use the assigned Township cell phone number to attempt to make contact. If the supervisor receives no answer at the Employee's assigned Township cell phone he/she will attempt contact the next officer on the list.

In the event the Employee is unable to be contacted their overtime balance will be increased by the number of hours available. If the officer actually refuses the opportunity upon receiving notification of the opportunity, that Employee's balance will be increased by the number of overtime hours available. Upon receiving no response or an actual refusal of the overtime opportunity, the supervisor will notify the Employee next on the list of the overtime opportunity, utilizing the same process as above, until such time as the overtime opportunity is filled.

Once the overtime opportunity is filled, the Employee next on the list will be the Employee with the least amount of overtime hours. If an Employee is on the overtime list, but unable to work the overtime because he/she is on duty for Hamilton Township, they will not have their overtime balance increased by the number of hours available.

If no Employee accepts the overtime the Employer may fill the overtime by using supervisory personnel to fill the overtime. If no supervisor is available for the overtime, the Employee with the least amount of overtime hours worked can be ordered in for the shift.

This article does not apply to critical incidents such as search warrants or other incidents where a need for Employees with specialized training exists. This article does not preclude management rights to adjust scheduled personnel to insure staffing.

## ARTICLE 12
## SHIFT DIFFERENTIAL

**Section 12.1** A patrol officer for the Hamilton Township Police Department while working twelve hour shifts will receive a shift differential of ($.50) fifty cents per hour between the hours of 1800 and 0600. Should the parties agree to an alternative schedule consistent with

Article 11.2 of this agreement, patrol officers will receive a shift differential of ($.25) twenty-five cents per hour for working the third (3rd) shift, 4:00 p.m. to 12:00 a.m., and a shift differential of ($.50) fifty cents per hour will be paid to employee working the first (1st) shift 12:00 a.m. to 8:00 a.m. The shift differential will be paid with regular payroll.

**Section 12.2** Shift differential pay will not apply to paid time off.

## ARTICLE 13
## HOLIDAY/VACATION/PERSONAL DAYS

**Section 13.1 Recognized Holidays** The following shall be recognized as holidays and entitle employees to Holiday Pay:

| | |
|---|---|
| New Year's Day | 1st day of January |
| Martin Luther King Day | 3rd Monday of January |
| President's Day | 3rd Monday in February |
| Memorial Day | 4th Monday in May |
| Independence Day | 4th day of July |
| Labor Day | 1st Monday in September |
| Columbus Day | 2nd Monday in October |
| Veteran's Day | 11th day of November |
| Thanksgiving Day | 4th Thursday in November |
| Thanksgiving Day Post | 4th Friday in November |
| Christmas Day | 25th day of December |

Each employee will receive holiday pay, paid at straight time, equal to the number of hours worked on the actual holiday for the holidays recognized. Employees that are scheduled off will receive (8) hours of pay.

**Section 13.2 Holiday Pay** In addition to receiving holiday pay for all hours worked on the actual holiday, any employee who works any of the holidays above shall be paid one and one-half (1½) times his/her regular rate of pay for holiday hours worked. Employees called in to work on a Holiday will be paid overtime at one and one half (1 1/2) times their regular rate of pay for all hours worked in addition to the holiday time earned for being scheduled off.

**Section 13.3 Vacation** The hours of vacation per years of services are as follows:

| | |
|---|---|
| One (1) year | Eighty (80) Hours |
| Eight (8) years | One Hundred twenty (120) Hours |
| Fifteen (15) years | One Hundred sixty (160) Hours |
| Twenty (20) Years | Two Hundred (200) Hours |
| Twenty-Five Plus | Extra week every year. |

**Section 13.4 - Posting Vacation Sign Up**

A vacation sign up shall be posted during the first week of January of each year. Employees shall apply for vacation leave within ten (10) working days from the date sign up is posted. In cases of coinciding requests the most senior employee shall prevail. Vacation time requested during this period will not be denied.

**Section 13.5** An employee may carry over a maximum of one (1) week of vacation time beyond their anniversary date or per Township Guideline of any year. Vacation leaves in excess of two (2) weeks shall be paid at straight time in the last pay period of that year, unless a submitted request has been denied twice by a supervisor in which case the Officer shall be paid.

**Section 13.6 - Vacation Request After Vacation Sign Up**

Every reasonable effort will be made to grant the vacation leave as requested by an employee when done outside of the first ten (10) working days in January. Vacation request will be submitted thirty (30) days in advance of the actual desired date and granted by seniority on a first come first serve basis. Vacation time requested under this section shall be deemed approved if not specifically denied within five (5) working days of submission. Vacation requests may be changed at any time during the year. The change is subject to availability of coverage on the date and will have the written approval of the Chief. An officer may, upon approval by scheduling officer, move their short day to be included in requested vacation time.

**Section 13.7 Personal Time** The Township shall permit Officers a total of twenty-four (24) hours Personal Time per calendar year at straight time. The Officer may take off work with prior approval. Officer shall give fourteen (14) days written notice when requesting a personal day off unless otherwise agreed between the officer and his supervisor. Personal days may not be carried over from one year to the next year. Unused personal days shall lapse the end of each calendar year, unless at least two (2) requests have been denied, then the Employer will waive the carry over restriction. Management may move an Employees short day to the day used is possible.

## ARTICLE 14
## BEREAVEMENT LEAVE

**Section 14.1** Bereavement leave of forty-eight (48) hours shall be granted to attend the funeral of a member of the immediate family for those assigned to a twelve (12) hour shift. Personnel assigned to an eight hour shift will be granted forty (40) hours to attend the funeral of a member of the immediate family. Proof of death and relationship of the deceased may be requested. The immediate family is defined as 1) Spouse, 2) Parent, 3) Parent-in-Law, 4) Step-Parent, 5) Guardian, 6) Child, 7) Step-child, 8) Grandchild. Other Relatives living in the employee's household shall also be considered immediate family.

**Section 14.2** Bereavement leave of thirty-two (32) hours shall be granted for those assigned to a twelve (12) hour shift to attend the funeral of 1) Brother, 2) Sister 3 ) Brother in Law, 4) Sister in Law, 5) Half or Step Brother, 6) Half or Step Sister, 7) Grandparent, 8) Grandparent-in-Law. Personnel assigned to an eight hour shift will be granted twenty-four (24) hours to attend the funeral of a member of those listed above.

**Section 14.3** Bereavement leave of one (1) day (eight or twelve hours depending on their schedule) shall be granted to attend the funeral of 1) Aunt, 2) Uncle, 3) Aunt-in-Law, 4) Uncle-in-Law, 5) Cousin, 6) Cousin-in-Law.

**Section 14.4** Upon approval by the Chief of Police, bereavement leave in excess of granted amount MAY be charged to the employee's accrued vacation leave balance.

## ARTICLE 15
## SICK LEAVE

**Section 15.1** Sick leave for employees shall accrue at the rate of 4.3 hours per pay period. Accrual will occur during regular and overtime work hours. Sick leave will not accrue during unpaid leaves of absence, military leave, lay-off, or while the employee is on a disciplinary suspension.

**Section 15.2** Employees may accumulate a total of 1920 hours of sick leave. A running total of unused sick leave hours will be kept and at the end of the calendar year, if the employee has accrued more than 1920 hours, he will be paid for the overage at the rate of ½ his hourly rate of pay in effect at the end of the calendar year. He will begin the new year with 1920 accumulated hours and will accrue sick leave hours at his normal rate throughout the year.

**Section 15.3** When an employee is unable to report for duty, he shall notify his immediate supervisor at least three (3) hours when possible before the start of his shift, unless extenuating circumstances exist. The employer may, when the employee uses sick leave for medical appointments, or when an absence is for three (3) days or more, require the employee to furnish documentation from a medical practitioner, or proof of treatment.

**Section 15.4** When an employee is assigned or has scheduled himself to a shift it is the responsibility of the scheduling officer to find coverage. Alternatives will require approval of a Supervisor.

**Section 15.5** Sick leave may be used for the following reasons:

1. Illness or injury to the employee or a member of his immediate family where the employee's presence is required.

2. Medical, dental, optical, or psychological examination or treatment of the employee or his immediate family which requires the presence of the employee and which cannot be scheduled during non-working hours.

3. Exposure to a contagious disease which would render the employee a danger to co-workers or the public.

4. Pregnancy and/or childbirth and other conditions related thereto of the employee or immediate family.

5. For the purpose of sick leave in this section only, immediate family shall be defined as spouse, parent, child, grandparent, grandchild, any of the former with a "step" relationship, or any other person residing in the employee's home.

**Section 15.6** The Chief of Police may investigate all usage of sick leave and may with just cause determine that an employee has not used sick leave properly. Employees who have exhausted their sick leave may request through the Chief/designee, leave without pay.

**Section 15.7** Sick leave shall be used in one (1) hour increments. An employee that calls off at the beginning of a shift may arrange through the Chief/designee to report for duty later in the shift will be required to use eight (8) hours of sick time.

**Section 15.8** An employee who suffers an injury or illness not covered by injury leave, and has insufficient sick leave to cover the absence, may receive donated accumulated sick leave from other employees. The total donated time shall not exceed 720 hours. No individual employee may donate more than 200 hours. Vacation time and personal days must be used before a donation can be made.

**Section 15.9** Family Medical Leave Upon receipt of written request by a bargaining unit employee who has completed twelve (12) or more months of service, the Employer or designee shall grant an unpaid leave of absence not to exceed twelve (12) calendar weeks for the birth of an employee's child, for the adoption of a child by an employee, for the serious health condition of a spouse, son, daughter, or parent of an employee, or for the serious health condition of an employee. In lieu of granting family and medical leave, the Employer may elect to temporarily assign the employee to an available alternate position that would better accommodate the employee's reason for requesting family and medical leave.

Written request for family and medical leave must be presented as far in advance as possible, but not less than thirty (30) days in advance, unless unforeseen circumstances prevent advance notice. Prior to granting family and medical leave, and during the period of family and medical leave, the employee must provide the Employer or designee with any requested documents or information pertaining to the reason for requesting family and medical leave.

Family and medical leave is limited to a total of twelve (12) weeks per employee during each calendar year. The Employer shall continue to provide medical insurance during the period of a family and medical leave unless the employee fails to pay his/her portion of the insurance premium.

The employee may use all accrued but unused sick leave first, and then all accrued but unused vacation leave, compensatory time, and/or personal holiday time in conjunction with such family and medical leave.

An employee who fails to return from family and medical leave upon expiration of such leave shall be terminated from employment unless the employee can prove that the condition that caused the family and medical leave has continued to exist, or that uncontrollable circumstances prevented the employee's return to work. To the extent permitted by law, the Employer may require any employee who fails to return to work upon the expiration of such family and medical leave to repay to the Employer any medical insurance premiums paid by the Employer during the FMLA leave period.

The Employer may require that the employee be examined by a medical practitioner selected by and paid by the Employer during any family and medical leave and/or before an employee returns to work from any family and medical leave.

## ARTICLE 16
## INJURY LEAVE

**Section 16.1** Any employee who is disabled because of injury suffered in the actual performance of law enforcement activities and who is a full time employee with insurance coverage shall not be encumbered with a loss of wage during the recovery process. Injuries that occur while performing official police duties will be submitted to workers compensation. Should the disability require a longer time from work, then the employees short or long term insurance coverage will take effect. This coverage is part of the employees' health care benefits. The township will maintain the employees wage during the interim time that the other respective coverage's take effect. In the event the employee qualifies for transitional work and until his release to return for regular duties, their regular salary will be in effect.

**Section 16.2** Whenever an employee is required to leave work because of work related injury, he shall be paid for the remaining hours of that work day or shift at their regular rate of pay.

**Section 16.3** No injured employee shall return to work without written approval of a competent authority.

## ARTICLE 17
## LEAVE OF ABSENCE / MILITARY LEAVE

**Section 17.1** The Trustee Board may grant an unpaid leave of absence to any employee for a maximum duration of six (6) months for any personal reason of the employee. This leave may not be extended. This leave is outside the scope of FMLA.

**Section 17.2** Except in cases of extreme emergency, the request for leave must be made thirty (30) days prior to the first day of leave.

**Section 17.3** At the end of the leave, the employee is expected to return to duty. If the employee does not return to duty, he will be removed from his position. He will not receive seniority during his leave.

**Section 17.4** An employee who is a member of a reserve or National Guard unit will be granted unpaid leave not to exceed thirty-eight (38) days per calendar year for training purposes.

**Section 17.5** Employees are required to submit to the Chief an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time.

**Section 17.6** Emergency leave will be granted for mob, riot, flood, civil defense, or similar duties if so ordered by the governor to assist civil authorities Full-time Military Leave will be governed by prevailing Law.

## ARTICLE 18
## PROBATION

**Section 18.1 New Hire** New full-time employees (New hires not currently employed by the Hamilton Township Police Department) shall be on probation for the first twelve (12) months

of active continuous employment. During that period, the Trustee Board may discharge without cause, and the said discharge is not subject to the grievance or arbitration procedure or any other review. The Chief of Police may request to the Trustee Board to extend the probationary period for three (3) months should he decide that additional time is necessary to adequately train the employee.

**Section 18.2** Employees hired from within the current Hamilton Township Police Department part-time rank to a full-time position shall be on probation for the six months of active continuous full-time employment. During that period, the Trustee Board may discharge without cause, and the said discharge is not subject to the grievance or arbitration procedure or any other review. The Chief of Police may request to the Trustee Board to extend the probationary period for up to an additional six (6) months should he decide that additional time is necessary to adequately train the employee.

**Section 18.3 Promotions** Newly promoted full-time employees shall be on probation for the first six (6) months of active continuous employment in the new position. During that time, the Chief may demote the employee or the employee may choose to demote themselves to their previous position. The demotion is not subject to the grievance or arbitration procedure or any other review. The Chief of Police has authority to extend the probationary period beyond for a promoted employee in for one (1) month increments, not to exceed two (2) months, if additional time is necessary to sufficiently evaluate and / or to adequately train the employee in the position promoted position.

## SECTION 19
## PERSONAL PROPERTY

**Section 19.1** The Township shall furnish or shall continue to furnish the appropriate seasonal uniforms and equipment for all employees. All uniforms and equipment remain the property of the Township and must be turned in when an employee is separated from Township service. Damage or loss notification to the Chief must be done in writing on the departmental equipment request form, before the item becomes so damaged or worn that it cannot be repaired. It will be at the Chief's discretion as to whether the item is replaced or repaired.

**Section 19.2** In the event of damage to prescription eyeglasses, including frames, dentures or other medical health or dental appliance which damage occurs in the active discharge of an employee's duties, the Employer will reimburse the employee at one hundred percent (100%) for the cost of repair or replacement where applicable. The employee will file the appropriate Workers' Compensation forms and will reimburse the employer for actual expenditures from any reimbursements from Workers' Compensation.

**Section 19.3** Loss or damage resulting from the employee's willful or negligent mishandling will release the employer from any responsibility for repair or replacement. The employee shall present any damaged property for the employer's inspection prior to any repairs or replacement. Whether to repair or to replace shall be at the employer's option.

**Section 19.4** Any court ordered restitution, up to the amount paid, shall be remitted to the employer.

## ARTICLE 20
## SEVERABILITY

**Section 20.1** This Agreement supersedes and replaces all pertinent statutes, rules, and regulations over which it has authority. 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 statute, such provision shall be of no further force or effect, but the remainder of the Agreement shall remain in full force and effect.

**Section 20.2** 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 discuss alternative language on the same subject matter.

## ARTICLE 21
## EMERGENCY WAIVER

**Section 21.1** In the event of an emergency declared by:

.. The President of the United Stated
.. The Governor of the State of Ohio
.. The Sheriff of Warren County
.. The Federal or State Legislature
.. The Safety Director / Police Chief of Hamilton Township such as acts of God or civil disorder, the following conditions of this agreement shall be temporarily suspended by the employer:

A. Time limits for the processing of grievances.

B. All the work rules and/or agreements and practices relating to the assignments of employees

**Section 21.2** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions of this agreement. Any grievance already in process shall pick up at the point where it was interrupted by the emergency.

## ARTICLE 22
## SEVERANCE

**Section 22.1** Upon termination from employment for any reason both voluntary and involuntary, the employee shall receive full compensation for all hours worked but unpaid, all hours credited (comp time) but unpaid, as well as any earned but unused vacation time and sick time. Sick time hours will be paid as described below:

A. For employees hired prior to January 1, 2007, he/she shall receive sick hour compensation for a maximum of 500 earned but unused sick time hours. These hours shall be compensated at the rate of pay in effect on the employee's last day of employment, excluding shift differential in effect. In addition, should the employee have earned but unused hours which exceed 500 hours, the hours beyond 500 shall be compensated, based on a percentage of full time service

credit as follows: 10% for 1-5 years; 15% for 6-10 years; 20% for 11-15 years; 25% for 15+years.

B. For full time employees hired after January 1, 2007, he/she shall receive compensation of all earned but unused sick hours at his/her rate of pay in effect on the employee's last day of employment, excluding shift differential in effect, based on a percentage of full time service credit as follows: 10% for 1-5 years; 15% for 6-10 years; 20% for 11-15 years; 25% for 15+years.

## ARTICLE 23
## RETIREMENT

**Section 23.1** Employees who retire shall be presented with the badge worn during service, department patch, service decorations, and name badge suitably encased for presentation. The expense for encasing such items shall be the responsibility of Hamilton Township.

**Section 23.2** Retired employees shall be permitted to retain their department credentials which shall be stamped with the term "Retired".

**Section 23.3** Retired employees may retain one complete set of the department's formal uniform, including but not limited to the following accessories: hat, hat badge, blouse badge, name tag, any ribbons or awards, length of service insignia, rank insignia, whistle chain, and metal buttons. All other uniforms, accessories, and equipment will be returned to the department.

**Section 23.4** Retiring employees shall be paid for all accrued but unused vacation time, personal days, comp time, and sick time. Sick time hours will be paid as described below:

A. For employees hired prior to January 1, 2007, he/she shall receive sick hour compensation for a maximum of 500 earned but unused sick time hours. These hours shall be compensated at the rate of pay in effect on the employee's last day of employment, excluding shift differential in effect. In addition, should the employee have earned but unused hours which exceed 500 hours, the hours beyond 500 shall be compensated, based on a percentage of full time service credit as follows: 10% for 1-5 years; 15% for 6-10 years; 20% for 11-15 years; 25% for 15+years.

B. For full time employees hired after January 1, 2007, he/she shall receive compensation of all earned but unused sick hours at his/her rate of pay in effect on the employee's last day of employment, excluding shift differential in effect, based on a percentage of full time service credit as follows: 10% for 1-5 years; 15% for 6-10 years; 20% for 11-15 years; 25% for 15+years.

The employee shall receive this within fourteen (14) days of the last day worked.

**Section 23.5** When a officer, who has a minimum of ten (10) years of continuous, uninterrupted service, and no pending disciplinary action punishable by dismissal, retires, the township shall make available to him the opportunity to purchase his duty weapon and extra magazines at the cost of one dollar ($1.00).

## ARTICLE 24
## DEATH

**Section 24.1** In the event of the death of an employee, his designated beneficiary shall be paid for all accrued but unused sick time, vacation time, personal days, and comp time, as well as unpaid earned income for that pay period. If no beneficiary has been designated, it will be paid to his estate. This pay will be computed at the rate of pay in effect on the employee's last day of employment, excluding any shift differential in effect, except that related to unpaid earned income for that pay period. The employee's beneficiary shall receive this within fourteen (14) days of the last day worked.

**Section 24.2** If the family of the deceased requests a formal funeral, they may retain one complete uniform and accessories. All other uniforms, accessories, and equipment shall be returned to the department. Pallbearers and honor guard will be provided at the family's request.

**Section 24.3** In the event that an officer is killed in the line of duty, all the costs for the funeral are to be paid in full by Hamilton Township for standard arrangements predetermined by township, with cost limited at $10000.00 with the township trustees being able to raise that amount at their discretion, so all insurances may go directly to the aide of the officer's family.

## ARTICLE 25
## UNIFORMS/UNIFORM ALLOWANCE

**Section 25.1** The Township shall furnish or shall continue to furnish the appropriate seasonal uniforms and equipment including footwear but excluding socks and undergarments for all employees. All uniforms and equipment, with the exception of boots, remain the property of the Township and must be turned in when an employee is separated from Township service. The township will provide all necessary and appropriate dry cleaning and repair service to all uniforms and equipment at a location determined by the employer. Worn, damaged or lost equipment will be replaced if necessary by the township. Additionally, an Employee required to wear plain clothes in the performance of his duty shall receive a maximum of five hundred ($500) dollars reimbursable each year of the agreement. All original receipts are to be provided for plain clothes purchased. A purchase order will be opened for this purpose by the first business day of each year of the agreement. All receipts must be submitted prior to October 15 of each year of the agreement. Any plain clothes damaged while worn on duty will also be replaced in addition to the plain clothes allowance. The Township will provide dry cleaning services for plain clothes.

**Section 25.2** It is the employee's responsibility to make the chief aware of a need for repair or replacement of worn or damaged uniforms, accessories, or equipment. This notification to the Chief must be done in writing on the departmental equipment request form, before the item becomes so damaged or worn that it cannot be repaired. It will be at the Chief's discretion as to whether the item is replaced or repaired.

**Section 25.3** Equipment and other items not issued or required by the Employer may not be utilized or worn without the permission (request submitted in writing) of the Chief of Police.

**Section 25.4 Body Armor.** All ballistic vests will be current in regards to the manufacturer recommended replacement by the end of calendar year 2014. The Hamilton Township

Police Department shall provide properly fitted protective body armor which complies with the latest NIJ standards at the time of purchase and promptly replace them in accordance with the manufacturer's recommended replacement. The Hamilton Township Chief of Police shall keep a list of ballistic vest manufacture dates. No later than two (2) months before the manufacture recommended replacement date, the Officer shall report to the Chief of Police the need to replace the ballistic vest. If timely notified by the Officer, the Chief of Police shall order the replacement vest prior to the original vest's manufacture recommended replacement date. The Hamilton Township Chief of Police will also replace body armor upon notification by the employee of any other damage in which the manufacturer would recommend replacement. Only body armor issued or approved by the Hamilton Township Chief of Police shall be worn. The Hamilton Township Chief of Police shall have a policy requiring the use of protective body armor for employees assigned to certain positions. Employees shall be required to wear protective body armor in accordance with the Department Policy unless the Hamilton Township Chief of Police or designee determines that the circumstances make it inappropriate to mandate its wearing.

## ARTICLE 26
## INSURANCE

**Section 26.1** Participating bargaining unit employees will pay 12% of the Township provided insurance in 2015 for the hospital, medical, dental, vision, prescription drug card, and life insurance coverage provided to them and their dependants by the Township pursuant to this article. In no event will bargaining unit employees pay higher percentage rate than any other Township employees.

The parties agree that upon the written request of either party, the terms of Article 26, Section 26.1 Insurance, and Article 28 Section 28.2 Wages shall be re-opened for bargaining consistent with Chapter 4117, including statutory impasse proceedings. Should the parties proceed to conciliation in either of the subsequent reopeners, the employer waives the restrictions on the conciliator imposed by R.C. 4117.14 (G)(11) and agree the conciliator may award wage increases retroactive to January 1. The parties agree that only Article 26, Section 26.1 Insurance, and Article 28 Section 28.2 Wages, are subject to re-opening no earlier than one hundred and twenty (120) calendar days prior, and no later than ninety (90) calendar days prior to December 31, 2016 for calendar year 2017 and December 31, 2017 for calendar year 2018.

**Section 26.2** The Township will provide the same hospital, medical, dental, vision, prescription drug card and life insurance benefits to the bargaining unit employees as are available to all other Township employees and officials The Township reserves the right to change providers if coverage can be obtained at a lower cost and still provide a substantially similar plan to the current plan or better benefits.

**Section 26.3** In lieu of Professional Liability Insurance, the employer agrees to indemnify and defend any employee from actions arising out of the lawful performance of his official duties as required by Section 2744.07 of the ORC.

**Section 26.4** Full-time employees must remain in active paid status in order to continue to be eligible for employer paid healthcare coverage, unless specifically approved and authorized by the Township Trustees or the trustees appointed authority or covered by State or Federal Statute. Employees who are on an approved unpaid leave of absence other than Family

Medical Leave and on donated sick leave shall be afforded the opportunity to pay for their healthcare coverage at the existing group rate for the duration of the leave of absence.

**Section 26.5** The employee at any time may opt out of participation in all or part of the Townships provided insurance package. The Employee will be entitled to a maximum of 25% reimbursement/entitlement of the total monthly cost of the current Township provided insurance package consisting of hospital, medical, dental, vision, prescription drug card, and life insurance coverage that would otherwise be paid for the benefits of the employee if the employee had not opted out of that part of the insurance package. The employee will not be eligible to re-enroll in any previously opted-out portion of the insurance package until the next open enrollment period pursuant to the insurer's policy then in effect. Proof of outside insurance is required to receive the 25% reimbursement/entitlement provided in this section.

## ARTICLE 27
## CRIMINAL DEFENSE INSURANCE

### Section 27.1 Criminal Defense Insurance

The Employer agrees to maintain, through its liability insurance carrier, the necessary coverage's to defend officers who, through the performance of their official police duties have had legal actions brought against them and or the township. This coverage provides for defense coverage to all officers, for subsequent actions that resulted while they were conducting their official duties.

## ARTICLE 28
## WAGES

**Section 28.1** The annual wage rate paid to sworn personnel covered by this agreement are set forth below, but does not show the shift differential. The shift differential will be added depending on the shift the employee works.

**Section 28.2** All full time employees of the Hamilton Township Police Department will receive hourly wage compensation for work rendered as set forth below. Employee(s) step raises will go into effect on January 1st of each calendar year after the employee's first anniversary date.

A. As of January 1, 2016, the wage scale will increase by 2.5% and will be as follows:

| | 0-1 Year | 1-2 Years | 2-3 Years | 3-4 Years | 4-5 Years | 5-6 Years | 6-7 Years | 7-8 Years | 8-9 years | 9-10 Years | 10 + Years |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Hourly | $21.25 | $22.13 | $23.33 | $24.38 | $26.32 | $29.15 | $29.25 | $29.37 | $29.47 | $29.60 | $29.72 |
| Annual | $44,200 | $46,030 | $48,526 | $50,710 | $54,745 | $60,632 | $60,840 | $61,089 | $61,297 | $61,568 | $61,817 |

B. The parties agree that upon the written request of either party, the terms of Article 26, Section 26.1 Insurance, and Article 28 Section 28.2 Wages shall be re-opened for bargaining consistent with Chapter 4117, including statutory impasse proceedings. Should the parties proceed to conciliation in either of the subsequent reopeners, the employer waives the restrictions on the conciliator imposed by R.C. 4117.14 (G)(11) and agree the conciliator may award wage increases retroactive to January 1. The parties agree that only Article 26, Section 26.1 Insurance, and Article 28 Section 28.2

Wages, are subject to re-opening no earlier than one hundred and twenty (120) calendar days prior, and no later than ninety (90) calendar days prior to December 31, 2016 for calendar year 2017 and December 31, 2017 for calendar year 2018.

**Section 28.3 Tuition Reimbursement** The Township shall reimburse any Officer who is enrolled in an accredited college or university course(s) and passes said course(s) with a minimum grade of a "C"; provided the course(s) is part of the subject institution's generally accepted curriculum leading to a degree in Criminal Justice, Public Administration, or related field up to a maximum of $2,000.00 each year. The Chief must give prior written approval to Officers who enroll in courses under this Section The employee must be able to demonstrate that said course is part of the approved curriculum for the degree major. Reimbursement will be as follows:

If the officer receives an "A" for that semester/quarter he will be reimbursed at 100% to a maximum of $2,000.00 each year.
If the officer receives a "B" for that semester/quarter he will be reimbursed at 75% to a maximum of $1,500.00 each year.
If the officer receives a "C" for that semester/quarter he will be reimbursed at 50% to a maximum of $1,000.00 each year.
Reimbursement for books shall not exceed $1000 per year , as to not exceed the annual maximum of $2,000.00.

All original receipts and grade cards are to be provided in order to receive any reimbursement.

For each degree earned a 1% pay increase shall be added to the officer's annual salary.

If an employee has earned a degree prior to becoming a full-time member of the Police Department, he shall be paid a 1% pay increase per degree provided that the degree is in Criminal Justice, Public Administration, Criminology, Psychology, or related field after the probationary period has been completed.

The employee will be required to sign an agreement regarding reimbursement procedures for all college courses taken. In the event the employee leaves employment for any reason, he/she will be required to reimburse Hamilton Township the portion of fees based on the original course cost and the length of service completed (from completion of said course) as detailed below:

| Length Of Service | 6 Months | 1 Year | 1.5 Years | 2 Years | 2.5 Years | 3 Years |
|---|---|---|---|---|---|---|
| | | | | | | |
| Cost of College Course | | | | | | |
| $ 2,000.00 or more | 100% | 100% | 75% | 50% | 25% | 0% |
| $1,000 - $1,999 | 100% | 75% | 50% | 25% | 0% | |
| $500 - $999 | 100% | 50% | 25% | 0% | | |
| $100 - $499 | 100% | 25% | 0% | | | |

Training approved by the Chief of Police that results in the earning of college credits is not subject to the reimbursement procedures.

**Section 28.5 Payroll Discrepancies** In the event of a payroll discrepancy, the employee shall advise the Chief of Police (in writing) of the discrepancy. Payroll discrepancies will be corrected within fourteen (14) business days of submission.

**Section 28.6 Officer in Charge** The Township shall create an Officer in Charge list for qualified bargaining unit members by seniority date. To be qualified, the member must have a minimum of two years full time experience with the Hamilton Township Police Department and have no active suspensions in their personnel file. Interested members shall put in a letter of interest to the Chief of Police or designee within thirty days of the signing date of the 2016 -2018 agreement. Once established, the list will not be altered for the duration of the contract. In the event that no superior officer is scheduled to work, the senior OIC on shift shall be offered status. Should the senior OIC refuse the status, Officer in Charge status will be offered, by seniority, to all other OIC's on the shift. Should all qualified OIC's working the shift refuse the position, the senior OIC shall be the Officer in Charge (OIC) of a shift or partial shift. OIC's shall be paid an additional one dollar ($1.00) per hour above his or her normal rate of pay for all hours on duty as the Officer in Charge (OIC).

**Section 28.7 Field Training Officer** Patrol Officers appointed by the Chief or his designee as a Field Training Officer shall receive an additional one dollar ($1.00) per hour for every hour worked in the Field Training Officer Capacity as defined by the Chief of Police.

**Section 28.8 Detective Pay** Bargaining Unit employees assigned to the detective unit shall receive a one dollar an hour ($1.00) pay differential added to their hourly rate for all hours worked in that capacity. It is understood and agreed that this position may be rotated at the discretion of the Chief of Police and is not a promotion.

## ARTICLE 29
## TRAINING AND EDUCATION

**Section 29.1** From time to time, the employer may schedule special training or education seminars at the Township building. All full-time employees will be required to attend these meetings. Employees will be compensated at their regular hourly wage for a minimum of four (4) hours per day. In the event these hours exceed (40) forty hours of actual hours in a work week, than all hours over (40) forty hours will be paid at the applicable overtime rate of one and one half (1 ½) times the Employee's regular rate of pay. Notwithstanding the actual duration of the training. If the training lasts for more than four (4) hours, the employee shall be paid for all hours actually worked at the applicable rate.

**Section 29.2** For any seminars or training scheduled within Warren County or less than forty (40) miles away, that the employee is required to attend, he will be compensated for eight (8) hours at his regular hourly wage per day, regardless of the length of the training or seminar per day.

**Section 29.3** When an employee is required to attend a one day school or training that is more than forty (40) miles away and outside of Warren County, he will be compensated for that day of training as part of his regular assigned work. Should the training involve time over an eight (8) hour segment, the overtime or compensatory time system will take effect. Travel to and from the training will be in a township provided vehicle so as no travel cost incurred to the employee.

**Section 29.4** When an employee is required to attend a school, seminar, or training that lasts more than one day, he will be compensated at the rate of eight (8) hours per day at his regular hourly wage, regardless of the time spent in class. The employee, unless part of the requirements for the class, may choose and make arrangements for his overnight lodging; however, he will only be reimbursed for a maximum of the Internal Revenue Service Travel/Lodging/Meals Per Diem per night with the proper receipts submitted to the Chief. He will also be reimbursed for food expenses, not to exceed the Internal Revenue Service Travel/Lodging/Meals Per Diem per day, with the proper receipts submitted to the Chief. The employee will use a Township duty vehicle for this type of travel and will be reimbursed for any expenses incurred (gas, oil, etc.) in connection with this travel with the proper receipts.

**Section 29.5** The expenses for tuition, registration, fees, books, etc., of any in service training class approved by the Chief of Police shall be paid for by the Township.

## ARTICLE 30
## ALCOHOL AND DRUG TESTING

**Section 30.1** Employees are prohibited from consuming or possessing alcohol while on duty, except as may be necessary in the lawful performance of their duties. Employees are prohibited from consuming alcohol ten (10) hours before the start of their regularly scheduled shift. If a supervisor notifies an employee that he is "on call', the employee must immediately inform the supervisor if he has consumed alcohol in the past four (4) hours.

**Section 30.2** Employees are prohibited from possessing, using, selling, or delivering any illegal drug at any time or at any place except as may be necessary in the lawful performance of their lawful duties.

**Section 30.3** Employees shall use due diligence in the use of over-the-counter medications or prescription medication authorized by a medical practitioner.

**Section 30.4** Drug or alcohol testing may be required of each employee for the following reasons:

1. **Pre-employment screening** Every applicant will be required to submit to a drug / alcohol test. The employer will arrange the time and location of the pre-employment screening and will cover the cost of the test. The applicant will submit a release for disclosure of the test results to the township. It is the responsibility of the applicant to report to the testing site on time. Positive results prohibit employment. If the applicant contests the results, he may submit to a second test at his own expense.

2. **Post-accident Testing** Drug/alcohol testing will be required under all of the following conditions:

   A) employee is involved in an accident which causes injury to himself or others, visible or obvious Township and/or other property damage,

   B) accident with fatality,

C) accident where the employee is issued a traffic citation. A representative of the Police Department will transport the employee to the collection site and then transport the employee home. The employee will not report for duty unless a negative test result is obtained. A positive test result will subject the employee to disciplinary action. The employee may use comp time or personal days if the test results cannot be obtained before the start of the employee's next scheduled shift.

3. **Reasonable Suspicion Testing** Suspicion that an employee used or is abusing drugs or alcohol in an unlawful manner may be based upon:

   A) Observable phenomena, such as direct observation of drug or alcohol use, appearance, behavior, speech, or body odor. B) A pattern of abnormal conduct or erratic behavior. C) Arrest or conviction for a drug or alcohol related offence, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking. D) Information provided either by reliable and credible sources or independently corroborated. E) Evidence that an employee has tampered with a previous test. F) Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

   If an employee is ordered to undergo reasonable suspicion testing, he will immediately cease to perform his township function and be transported to a collection cite by a representative of the Township and then transported to his home. He will not report for duty unless a negative test result is obtained. If a positive test result is obtained, he will be subject to disciplinary action. The employee may use comp time or personal days if the test result cannot be obtained before his next scheduled shift.

4. Return To Duty Testing–Before an employee may return to active duty after testing positive for alcohol / drug abuse, he must submit to a alcohol / drug test and have a negative result. The employee will incur the cost for this test and may choose the testing site. He will submit a release allowing the results of the test to be disclosed to the township.

5. Follow-up Testing–Any employee who has returned to work following a disciplinary action resulting from a positive drug / alcohol test will submit to two (2) random tests in the eighteen (18) months following his return to active duty. The employee will incur the cost for this test and may choose the testing site. He will submit a release allowing the results of the test to be disclosed to the Township.

6. Random Drug Screening: All employees will be required to participate in the Bureau of Worker's Compensation Random Drug / Alcohol Testing Program or for compliance with the Department of Transportation and other applicable regulations. A minimum number of employees annually will be randomly selected using a scientifically valid method in which each employee will have an equal chance of being tested each time selections are made. The dates for testing shall be unannounced and spread throughout the calendar year. When an employee is selected for testing, he shall cease doing their function and proceed to the test

site immediately. Employees will only be required to submit to tests during their regularly scheduled work hours. No employee will be called in during their off time to take a test. Employees may be held over to take a test however will be paid overtime in accordance with this agreement. Following a drug and alcohol (blood, breath and/or urine) test which shows any detectable level of drugs and/or alcohol, the employee will be taken home and permitted to apply for accumulated paid leave. The employee may not perform any functions for a minimum of twenty-four (24) hours. An employee with a breath alcohol test of more than 0.04 shall also be subject to appropriate disciplinary measures in accordance with the Township's Drug Free Work-Place Policy or other applicable policies. If a CLIA waived (rapid) drug test is positive when performed on site, the sample will be sealed and sent to a registered lab for confirmation. In this case the results shall be removed by a Medical Review Officer (MRO) for confirmation before disciplinary action occurs. If a CLIA waived (rapid) drug test is positive when ordered for cause, the employee will be taken home and not allowed to work until the sample result is sent for confirmation and the results reviewed by the MRO. Following any confirmed test result indicating any concentration or following a positive controlled substance test result, if the employee's employment is not terminated, the employee may request the use of accumulated sick, vacation, or compensatory time, or an unpaid leave and the consequences in accordance with the Township's Drug Free Work-Place Policy or other applicable policies. Employees whose jobs require them to have a commercial driver's license (CDL) and who drive vehicles for which testing is required under federal and state regulations also are subject to alcohol and drug requirements of the Federal Omnibus Transportation Employee Testing Act of 1977, as well as the Ohio Department of Transportation.

As part of a Police Officer's duties it is required to commonly come in contact with drugs that are tested by a routine drug test. Even though, according to the Ohio BWC and the American College of Occupational and Environmental Medicine there have been no documented case(s) of a positive drug test resulting from routine employment, even by undercover police officers, and whereas federal government organizations whose task is to regulate drug trafficking maintain a no tolerance policy among their employees, there are no cases of positive tests resulting from routine employment. The Township understands a Police Officer's duties may require him/her to come into contact with drugs that are tested by a routine drug test, therefore, any and all cases of a confirmed (positive) drug test will be reviewed on an individual cases by case basis, including the employee's occupational diary, by a Medical Review Officer.

**Section 30.5** Drug/Alcohol testing shall be conducted solely for administrative purposes. Results obtained shall be held in complete confidence and will not be used in criminal proceedings other than by subpoena from a court of competent jurisdiction.

**Section 30.6** Refusal to submit to any of the drug / alcohol testing required by this article will result in the employee's immediate termination from township service. He will have forty-eight (48) hours to return all township property to the Chief and remove his personal property from the township premises.

## ARTICLE 31
## OUTSIDE EMPLOYMENT

No Bargaining unit member shall engage in, nor accept private employment, nor render services for private interest, when such employment or service is incompatible with the proper discharge of their official duties, or would tend to impair independent judgement or action in the performance of their official duties. No full time police officer shall accept outside employment unless authorized by the Chief of Police. Authorization by the Chief of Police will not be unreasonably denied.

## ARTICLE 32
## DURATION

**Section 31.1** This Agreement shall be effective upon execution by the parties, unless otherwise provided for herein, and shall remain in full force and effect through 11:59 p.m., December 31, 2018.

**Section 31.2** If either party desires to modify or amend this Agreement, it shall give written or email notice of such intent no earlier than ninety (90) calendar days prior to the expiration date nor no later than sixty (60) calendar days prior to the expiration date.

The parties agree that upon the written request of either party, the terms of Article 26, Section 26.1 Insurance, and Article 28 Section 28.2 Wages shall be re-opened for bargaining consistent with Chapter 4117, including statutory impasse proceedings. Should the parties proceed to conciliation in either of the subsequent reopeners, the employer waives the restrictions on the conciliator imposed by R.C. 4117.14 (G)(11) and agree the conciliator may award wage increases retroactive to January 1. The parties agree that only Article 26, Section 26.1 Insurance, and Article 28 Section 28.2 Wages, are subject to re-opening no earlier than one hundred and twenty (120) calendar days prior, and no later than ninety (90) calendar days prior to December 31, 2016 for calendar year 2017 and December 31, 2017 for calendar year 2018.

**Section 31.3** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the FOP and all prior agreements, practices and policies, either oral or written, are hereby canceled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 20th day of January, 2016.

**FOR: HAMILTON TOWNSHIP BOARD OF TRUSTEES:**

Trustee David Wallace

Trustee Joe Walker

Trustee Kurt Weber

Melissa Brock Human Resources

Fiscal Officer Ray Warrick

**FOR: THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.**

Mark Scranton, Staff Representative

Officer Quillin Short

Officer Shane Brandenburg

Officer Richard Smith

**AS PREPARED BY:**
Mark Scranton
Staff Representative
FOP/Ohio Labor Council, Inc.
e-mail: markscranton.fopolci@yahoo.com