



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BUTLER TOWNSHIP BOARD OF TRUSTEES



AND THE CHIEF OF POLICE

AND

FRATERNAL ORDER OF POLICE (FOP),

OHIO LABOR COUNCIL (OLC)

SERGEANTS

EFFECTIVE DATES

NOVEMBER 12, 2017 THROUGH NOVEMBER 11, 2020

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ARTICLE 1

Purpose

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

ARTICLE 2

Recognition, Union Membership and Dues Deduction

Section 2.1 – Recognition

- Section 2.1.1 The Board and the employer hereby recognize the Fraternal Order of Police, Ohio Labor Council, Inc., as the sole and exclusive bargaining agent for negotiating wages, hours, and other terms and conditions of employment for all full-time employees of the Police Department occupying the position of Sergeant employed by the Butler Township Police Department as set forth in the

certification issued on November 9, 1992, by the State Employment Relations Board (SERB) in case numbers 92-REP-08-0189:

Included: Sergeants

Excluded: Chief, Lieutenant, Patrol Officers, and all other employees

Section 2.1.2 Patrol Officers and part-time, auxiliary, and civilian employees of the Police Department are not included in the bargaining unit.

Section 2.1.3 Employees in their initial probationary period are part of the bargaining unit upon completion of their membership application and payment of membership dues for the limited coverage under this Agreement for purposes of wages, hours, and economic fringe benefits, but not other conditions of employment. An employee in their initial probationary period may only use the grievance procedure for purposes of wages, hours, and economic fringe benefits until the successful completion of their probationary period.

Section 2.2 – Union Membership and Dues Deduction

Section 2.2.1 All employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, may remain members in good standing. Employees who are not members on the effective date may become and remain members in good standing.

Section 2.2.2 A member in good standing is defined as an employee who tenders the periodic dues uniformly required as a condition of acquiring and maintaining membership in the Union. The parties recognize that under applicable Ohio State law no employee may be required to become or remain a member of the Union.

Section 2.2.3 The employer will not interfere with the rights of employees to become members of the Union. The employer will not discriminate against employees because of Union activity.

Section 2.2.4 The Township Payroll clerk will deduct normal and customary union dues from the monthly wages and salaries of Union members after presentation of a written deduction authorization by the Employee. Each employee will voluntarily certify in writing that they authorize such deduction. Deductions will continue in effect from year to year unless revoked or changed in writing.

Section 2.2.5 In the event a member's wages are insufficient for the full deductible amount, the full amount will be deducted from the member's next monthly earnings when the amount earned is sufficient.

Section 2.2.6 Deductions under this article must be transmitted to the Union within ten (10) working days following the date of the deduction.

- Section 2.2.7 ***Fair Share Provisions*** - The Township Payroll clerk will deduct all Ohio Labor Council fair share fees uniformly required from the bargaining unit employees' monthly wages and salaries. The Ohio Labor Council will periodically notify the employer of the fair share fee amounts.
- Section 2.2.8 Fair Share Provisions will not require any employee to become a member of the Union, nor will the fair share fee exceed the percentage of the normal dues used by the Union in administration of the collective bargaining agreement. The deduction of a fair share from the payroll check of an Employee, and its payment to the Union is automatic and does not require the written authorization of the Employee. This deduction will commence sixty (60) days after initial employment.
- Section 2.2.9 Employees who are not members of the Union will have all rights prescribed in Section 4117.09 (C) of the Ohio Revised Code (ORC).
- Section 2.2.10 The Union and the Ohio Labor Council agree to hold the Board and the employer harmless from any claims or actions filed by employees arising from dues deductions authorized under this Article, and to indemnify the Board and the employer for any and all liability arising from claims resulting from the operation of this section.
- Section 2.2.11 The Union will not seek to include in the bargaining units any person exempt from the definition of "Public Employee" under Chapter 4117 of the ORC, nor will it seek to apply this Agreement to other individuals employed by Butler Township unless agreed to by order of the State Employment Relations Board (SERB).
- Section 2.2.12 The employer will notify the Union, before commencement of employment that it intends to hire "seasonal or casual" employees, as defined by Chapter 4117 of the ORC, unless an emergency or other unforeseen conditions prevent the giving of notice.

Section 2.3 – Bulletin Boards

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

ARTICLE 3

Non-Discrimination

- Section 3.1 It is the policy of the Board, the employer and the Fraternal Order of Police, Ohio Labor Council, Inc., that the provisions of this Agreement will be applied equally to all employees without regard to age, sex, marital status, race, color, creed, disability, military status, and national origin.
- Section 3.2 The employer will not interfere with the rights of employees to become members of the Fraternal Order of Police, Ohio Labor Council, Inc. Additionally, the employer will not discriminate against employees because of Union activity.
- Section 3.3 The Board, the employer, and the Fraternal Order of Police, Ohio Labor Council, Inc.; recognize their respective responsibilities under constitutional and statutory requirements of Federal and State Civil Rights laws. Therefore, all parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of age, sex, marital status, race, color, creed, disability, or national origin.

ARTICLE 4

Union Business

Section 4.1 – Union Officers

- Section 4.1.1 Sergeants will select one (1) member to be their Union representative and one (1) sergeant as an alternate.
- Section 4.1.2 The employer will release the Union representative or alternate from their normal duty hours, without loss of pay or benefits, upon a reasonable request to participate in meetings and discussions with regard to Union business. However, representatives must provide at least a thirty-two (32) hour notice so the employer can make necessary scheduling adjustments. The Union representative or alternate will not receive overtime pay to conduct Union business or to process grievances.

Section 4.2 - Negotiators

- Section 4.2.1 The Union will identify in writing the Police Department members of its negotiating team, once a notice to negotiate has been filed with SERB. This will allow the employer time to make necessary schedule adjustments.

Section 4.2.2 The employer will allow members of the negotiating team time to participate in negotiation sessions, without loss of pay or benefits, once a notice to negotiate has been filed with SERB and the parties have mutually agreed to dates for negotiations.

Section 4.3 – Time Off for Union Business

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

Section 4.4 – Grievance Representatives

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

Section 4.5 – Employer Labor Meetings

Section 4.5.1 In the interest of sound employer/Employee relations, the employer and Union representatives will convene on an as-needed basis, but no more frequently than once monthly or as mutually agreed, for the express purposes of building and maintaining a climate of mutual understanding and respect, and solving common problems.

Section 4.5.2 The employer and Labor members will meet at a location agreed to by both parties.

Section 4.5.3 The Union members will consist of no more than two (2) representatives from the sergeant's union. Employer members will consist of the Administrator and Chief of Police. Other persons may be permitted to attend with prior notice to both parties.

Section 4.5.4 The employer will not compensate off-duty Union members attending scheduled employer Labor meetings. On-duty members will not incur a loss of pay while attending such meetings.

Section 4.5.5 An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting, with a list of matters to be discussed during the meeting and the names of those Union representatives who will be attending.

Section 4.5.6 These meetings shall be for the purpose of discussing topics concerning the administration of this Agreement; to notify the Union of changes made by the employer which affect bargaining unit members; to disseminate general information of interest to the parties; and to discuss ways to increase productivity and improve effectiveness.

ARTICLE 5

Management's Rights

Section 5.1 – Rights of Management

Section 5.1.1 Except to the extent modified by this Agreement, it is understood and agreed to by the Union that the Chief of Police retains all rights and authority to manage, direct, and control the operation of the Police Department to the fullest extent permitted by Ohio law, to promulgate rules and regulations, and to otherwise exercise prerogatives of Management, including, but not limited to, the following:

- a) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as functions and programs of the public employer; standards or services; the Department's overall budget, utilization of technology, and organizational structure;
- b) Direct, supervise, evaluate or hire employees;
- c) Maintain and improve the efficiency and effectiveness of Department operations;
- d) Determine the content of jobs and the overall methods, processes, means, or personnel by which the Department's operations are conducted;
- e) Suspend, discipline, demote, or discharge for just cause, transfer, assign, schedule, promote, retain employees, or lay off employees in the event of lack of work, lack of funds, or under conditions where the continuation of such work would make operations inefficient and/or non-productive;
- f) Determine the adequacy of the work force;
- g) Determine the overall mission of the employer as a unit of government;
- h) Effectively manage the work force;
- i) Take actions to carry out the mission of the Department;
- j) The Chief may declare an emergency in the event of civil insurrection or acts of God, and may take any and all actions as may be necessary to carry out the Department's mission in those emergency situations;
- k) Maintain security of all employer's records and other pertinent information;
- l) Manage the schedule.

Section 5.1.2 The employer is not required to bargain with the Union on any subject reserved to Management. In the event a matter is outside the area reserved to Management and such matter affects wages, hours, terms and conditions of employment, or

involves a modification to an existing provision of this Agreement, the Union can invoke mid-term bargaining.

Section 5.1.3 The employer will have the right, in connection with the function of maintaining discipline and directing the work force, to publish and amend Rules of Conduct and Department policies and also Township Personnel Policies. Modification to work rules will be posted on or before their effective date, except in emergency situations, and copies will be made available to all bargaining unit members. Employees will be notified of the new rules and are required to read and acknowledge them. Employees will be held responsible to comply with the new rules once they have acknowledged them.

Section 5.2 – Functions of the employer

Section 5.2.1 The Union recognizes and accepts that all rights and responsibilities of the employer not specifically modified by this Agreement or ensuing agreements will remain the exclusive function of the employer.

Section 5.2.2 The employer, on its behalf, hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty, or responsibility by the employer, and the adoption of such rules, regulations, and policies as it may deem necessary and as they apply to employees represented by the Union, will be limited only by the terms of this Agreement and ORC §4117.

Section 5.2.3 In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the employer with regard to the operation of the work and business of the Police Department and the direction of its work force which the employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and will remain, exclusively those of the employer.

ARTICLE 6

Trades, Assignments, Postings and Transfers

Section 6.1 – Voluntary Trades of Watch Assignment

Section 6.1.1 Two or more employees in the same classification, requesting a trade in watches, after watch bids, must submit a request in memorandum form through the chain of command to the Chief of Police. The memorandum must include an explanation

for the trade, the date the trade would become effective, and the signatures of the two or more requesting employees.

Section 6.1.2 Trading employees must assume each other's day-off schedules for the remainder of the trading period.

Section 6.1.3 If a request for a voluntary trade is denied, the employer will provide the involved employees with a written explanation outlining the reasons for the denial. The employer will not unreasonably deny voluntary trades.

Section 6.2 – Watch Assignments

Section 6.2.1 Employees will be given the opportunity to bid for watch assignments every six (6) months. Watch assignment bidding will occur no later than December 15 of each year. Watch assignment changes will occur in January and July of each year.

Section 6.2.2 Employees will submit to the Chief a memorandum stating their 1st, and 2nd choices of watch preference. Additionally, employees will state their choices of preferred days off, if necessary.

Section 6.2.3 Provided the department's needs for specialization (evidence technicians, OIC) and ranked officers on a watch are satisfied, seniority will prevail in the bidding procedure for watch assignments. Seniority will not necessarily prevail for preferred days off. Additionally, watch assignment adjustments may occur to prevent probationary officers from being assigned to the same watch through inverse seniority.

Section 6.2.4 The employer may temporarily reassign employees, for no more than thirty (30) days per year, to different watches for the purposes of satisfying department needs or for unanticipated situations that arise, unless mutually agreed upon by the employee and employer. The employer will give the employee five (5) days prior notice before the temporary reassignment unless an emergency or unforeseen condition exists.

Section 6.3 – Vacancies and Postings

Section 6.3.1 The employer will post job vacancies on the employees' bulletin board for seven (7) days. During the posting period, any employee who is qualified to fill the vacancy must submit a memorandum of interest to the Chief, before the posted deadline, indicating a desire to be considered for that position. The employer will not be obligated to consider memoranda submitted after deadline.

Section 6.3.2 The employer will review all submitted memoranda, and will base a decision of assignment on seniority, ability, and job performance criteria from documents provided by the personnel files and any additional documents submitted in

connection with the process of filling the vacancy. The employer may consider utilizing competitive testing as one criterion. The employer will provide employees with a written explanation, upon request, of the reasons for non-selection. The employer is not required to fill the position through an internal assignment or promotion, and selection will be made at the employer's discretion.

Section 6.3.3 Job vacancies that exist for longer than sixty (60) days, and are filled by temporary transfer, will be posted pursuant to this section.

Section 6.4 – Voluntary Shift Trades

Section 6.4.1 Employees wishing to voluntarily trade shifts must complete a request and submit it to their supervisor for approval.

Section 6.4.2 No shift trades will be approved unless agreed to by each employee and approved by their respective supervisor(s). Supervisors are responsible for ensuring the trade request meets contractual requirements before approving the request. Supervisors are responsible for placing the trade dates on the schedule.

Section 6.4.3 All voluntary shift trades and repayment of trades must be within a ninety (90) day work period.

Section 6.4.4 Employees failing to report for duty on time, on the approved scheduled trade date, will be considered absent without leave and subject to disciplinary action.

SECTION 6.5 – Disciplinary Transfer

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

SECTION 6.6 – Management Rights

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

ARTICLE 7

Seniority

Section 7.1 - Seniority

Section 7.1.1 Seniority, for the purpose of this Agreement, unless otherwise specified, will be defined as an employee's length of continuous full-time regular service, within the rank of Sergeant with the Butler Township Police Department, to be computed from the date of promotion ~~or, date of hire, or adjusted seniority date, described in Section 7.1.4. as a Sergeant, within the Police Department.~~

Section 7.1.2 Absent a specific grant in this Agreement, the retention of seniority during layoff or a leave of absence does not automatically entitle an employee to receive benefits provided to those on the active payroll.

Section 7.1.3 Seniority and the employment relationship ends when an employee retires, resigns, or is discharged for just cause.

Section 7.1.4 Employees will lose seniority when laid off in excess of eighteen (18) months, or when a job related injury or illness compensated by workers compensation extends in excess of twelve (12) months, or when non-job-related illness or injury extends in excess of twelve (12) weeks or the duration of all accrued paid leave, whichever is longer. Effective November 12, 2017, any the seniority listed in this section is only lost when the time limits are reached and then the actual time shall be subtracted from the employees original seniority date, to determine the new seniority date.

Section 7.2 – Health Insurance Coverage

In the event of a change in employment status and/or loss of seniority, health insurance will apply as follows:

- a) Retirement – as provided either by COBRA, or by an applicable retirement program (PERS or PFDPF);
- b) Resignation – as provided by COBRA;
- c) Discharge – as provided by COBRA, if applicable;
- d) Layoff – continued by the Township for three (3) months, thereafter as provided by COBRA;
- e) Illness or injury – continued by the Township for twelve (12) weeks or the duration of accrued paid leave, whichever is longer, thereafter as provided by COBRA;
- f) Military leave in excess of thirty one (31) days – as provided by USERRA or COBRA.

Section 7.3 – Initial Probationary Periods

- Section 7.3.1 All new employees, including re-hired employees, will be considered as probationary employees for evaluation and cause purposes and must successfully complete a probationary period before attaining permanent employee status. The probationary period may not exceed three hundred sixty-five (365) days except that the employer, at its discretion, may extend the probationary period by the length of an employee's absences from work involving a total two (2) weeks or more due to illness or injury during the initial probationary period.
- Section 7.3.2 During the probationary period, the probationary employee may be disciplined, discharged, or otherwise dismissed at the sole discretion of the employer. Neither the reasons for, nor the disciplinary action, discharge, nor dismissal, may be subject to the grievance and/or arbitration procedure under this Agreement.
- Section 7.3.3 Upon the successful completion of the initial probationary period, however, the employee will attain permanent employee status and receive all benefits normally afforded to regular permanent employees, including seniority.

Section 7.4 – Promotional Probationary Periods

- Section 7.4.1 Any permanent employee who is promoted to the rank of Sergeant will be considered as a "*special probationary*" employee, and must successfully complete a special probationary period before being permanently appointed to the new classification. A special probationary period will not exceed three hundred sixty-five (365) days.
- Section 7.4.2 During the special probationary period for Sergeants, the employer shall return the employee to his previous rank if the special probationary period is not successfully completed or the employee desires to voluntarily return to the previous classification.
- Section 7.4.3 Special probationary employees will have full appeal rights through the grievance procedure should they feel the employer did not have just cause to return them to their previous rank.

ARTICLE 8

Layoffs & Recalls

Section 8.1 – Full-Time Employees

- Section 8.1.1 The Board and the employer will determine whether layoffs are necessary and when they will occur. Although not limited to the following, layoffs will

ordinarily be for lack of work and/or lack of funds. The employer may not lay off employees for disciplinary reasons or for arbitrary and capricious reasons.

Section 8.1.2 If two or more employees are hired or promoted on the same day, the employer shall designate their seniority at the time of hire or promotion, whichever is applicable.

Section 8.1.3 If layoffs occur in the ranks above the officer classification, sergeants may displace officers. Date of attaining rank within a classification will determine displacement rights within that classification. Where date of rank is the same, displacement will be determined by date of hire.

Section 8.1.4 If a long-term layoff is necessary, the employer will notify affected employees as soon as possible, but not less than ten (10) calendar days in advance of the effective layoff date.

Section 8.1.5 If a short-term layoff of seventy-two (72) hours or less is necessary, the employer will notify affected employees as soon as possible.

Section 8.1.6 If requested by the Union, the employer agrees to discuss with Union representatives the impact of a layoff on bargaining unit employees.

Section 8.2 – Probationary, Part-time and Auxiliary Employees

Section 8.2.1 All part-time employees and full-time probationary employees at the time of layoff will be laid off before any layoff of full-time employees. Part-time and Auxiliary officers may be hired to augment Police personnel, notwithstanding a layoff, and laid-off full-time employees may elect to work as a part-time or auxiliary officer to assist in maintaining their police certification.

Section 8.2.2 In the event a layoff is required, all affected officers may maintain status as active auxiliary officers.

Section 8.3 – Recall

Section 8.3.1 Employees who are laid off will be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list will be recalled in the opposite order of their layoff, provided they meet the qualifications in effect when they were laid off.

Section 8.3.2 If a recalled employee is in need of training, as required by the Ohio Peace Officer Training Commission, the employer will ensure the recalled employee receives the needed training.

Section 8.3.3 The employer will not hire new employees to fill bargaining unit positions as long as there are still employees on the recall list who are presently qualified to

perform the work in the affected classification and who are willing to be recalled to that classification.

Section 8.3.4 The employer will send a *Notice of Recall* to the employee by certified mail, with a copy to the Union. The employer will be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the employee to provide the employer with a written notice of address and/or telephone number change during the layoff period.

Section 8.3.5 A recalled employee will have ten (10) calendar days following the date of the receipt or attempted delivery of the recall notice to notify the employer of their intention to return to work. Such recalled employees will return to work as soon as possible, but no more than twenty (20) calendar days following receipt of, or attempted delivery of, the recall notice to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 8.4 – Appeal

Section 8.4.1 Layoffs will not be appealable through the State Personnel Board of Review. Layoffs may be appealed through the grievance process beginning at level 3.

Section 8.4.2 If the matter goes to Arbitration, the cost of the arbitrator will be split equally between the employer and the Union.

ARTICLE 9

Grievance Procedure

Section 9.1 – Purpose

Section 9.1.1 The employer and Union support and subscribe to an orderly method of adjusting grievances. For this reason, the following procedure is established. This grievance procedure has as its objective the promotion of good employer/employee relations by providing an orderly appeal process.

Section 9.1.2 The grievance procedure is not available to employees serving their initial probationary period except for purposes of wages, hours, and economic fringe benefits. However, any employee may meet with the Chief of Police to discuss a perceived problem.

Section 9.1.3 Special probationary employees will have full appeal rights through the grievance procedure should they feel the employer did not have just cause to return them to their previous rank.

Section 9.1.4 Informal Discussion – Before initiating a formal grievance, both parties will endeavor to resolve the issue informally.

Section 9.2 – Definitions

Section 9.2.1 Administrative Day: Monday through Friday, excluding holidays.

Section 9.2.2 Working Day: The scheduled “working day” of the signatory grievant, including sick days not ordered by a medical care provider. Working day does not include approved vacation, personal days or compensatory days.

Section 9.2.3 Day: A calendar day.

Section 9.2.4 Grievance: Any dispute, difference, or complaint the Union or a bargaining unit member has concerning the interpretation, application of, or alleged violation of any provision of this Agreement.

Section 9.2.5 Group Grievance: Grievances involving more than one (1) bargaining unit member who allege a violation or matter for grievance that occurred at the same date and time and who seek remedy may file one (1) grievance form listing all their names. All such grievances will be designated as a “group grievance,” and they will exclude any other persons not listed by name in the original grievance after the filing date.

Section 9.3 – Time Limits to be followed

Section 9.3.1 All parties will follow the time limits established in the grievance procedure. If the person or the Union filing the grievance fails to present a grievance in time, or to advance it to the next level within prescribed time limits, the grievance will be considered withdrawn. If the time procedure is not followed by the employer, the grievance will automatically advance to the next level.

Section 9.3.2 Time limits established in the grievance procedure may be extended by mutual agreement between the employer and the Union provided the extension is reduced to writing and the period of extension is specific.

Section 9.4 – Grievance Forms

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

Section 9.5 – Grievance Process

Section 9.5.1 *Step 1 – Chief*

- a) An employee who desires to file a formal grievance must personally present a completed *Grievance Form* to the Chief or Chief’s designee documenting the facts and contract violation. This written request must occur within seven (7) administrative days of the employee receiving the disciplinary action or following an event that would cause the filing of a formal grievance. This will initiate the formal grievance process.
- b) The Chief or designee must write his name, rank, the date, and the time on the grievance form upon receiving it in the proper location. This information will be used as verification concerning grievance time limits. The grievant will receive a copy of the grievance form.
- c) The Chief will have five (5) administrative days, upon receiving the *Grievance Form*, to meet with the grievant in an attempt to resolve the grievance. The grievant may have a Union representative present during this meeting.
- d) The Chief and the grievant must discuss the facts or alleged Agreement violation at this meeting in an attempt to successfully resolve the grievance.
- e) The Chief will have five (5) administrative days, after the meeting with the grievant, to issue a written recommendation, an explanation of that recommendation, or whether or not a settlement was reached between the parties. The Chief must document his findings on the grievance form.
- f) If a satisfactory resolution is made resolving the grievance, the grievant must sign, date, and indicate the time on the *Grievance Form*. Additionally, the grievant must also sign for receipt of the Chief’s recommendation. The original *Grievance Form* will be forwarded to the Chief to keep on file. Grievant will receive a copy of the grievance form for their records.
- g) If the grievant rejects the Chief’s recommendation and desires to pursue the grievance, an appeal to Step 2 may be continued, within five (5) administrative days of receiving the grievance recommendation from the Chief. The day the grievant receives the grievance back counts as day one.

Section 9.5.2 *Step 2 – Township Administrator*

- a) If the formal grievance is not resolved in Step 1 and the grievant desires to pursue the grievance, they must personally present the Township Administrator or designee with a copy of the *Grievance Form* within five (5) administrative days of receiving the Step 1 decision. If the grievant does not appeal the Step 1 decision within the five (5) administrative days, the

grievance will be considered withdrawn and filed by the Chief as per Section ~~9-525-9.5.1~~ 9.5.1 (f) of this Article.

- b) The Township Administrator or designee must write their name, title, and the date and time on the original grievance form upon its receipt. This information will be used as verification of the meeting and documentation concerning grievance time limits. The grievant will receive a copy of the grievance form.
- c) The Township Administrator will have five (5) administrative days, upon receiving the grievance, to meet with the grievant in an attempt to resolve the grievance.
- d) The Township Administrator, Chief of Police, and the grievant will meet to discuss the facts or alleged contract violation in an attempt to successfully resolve the grievance. The grievant may have a Union representative present during this meeting.
- e) The Township Administrator will have five (5) administrative days, after the meeting with the grievant, to issue a written recommendation, an explanation of that recommendation, or whether or not a settlement was reached between the parties. The Township Administrator must document findings on the grievance form.
- f) If a satisfactory resolution is made resolving the grievance, the grievant must sign, date and time the *Grievance Form*. The grievant must also sign for receipt of the Township Administrator's recommendation. The original *Grievance Form* will be kept on file by the Township Administrator. Grievant will receive a copy of the grievance form for their records.
- g) If the grievant rejects the recommendation of the Township Administrator, and desires to pursue the grievance, an appeal to Step 3 may be continued.

Section 9.5.3 ***Step 3 – Arbitration***

- a) If the grievance is not resolved in Step 2, and the grievant desires to pursue the grievance, the Union may refer the grievance to binding arbitration within twenty-one (21) days after the receipt of the Township Administrator's decision.
- b) The Union, the Chief and the Township Administrator will jointly select an arbitrator from a list provided by the Federal Mediation and Conciliation Service.
- c) Arbitrators will act in a judicial, not legislative, capacity and will have no right to recommend or amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. They will only consider and make a decision with respect to specific issues submitted and will have no authority to make a decision on any issue not submitted. Additionally, two or more grievances may not be

joined or consolidated for hearing except upon agreement of the Union, the Chief, and the Township Administrator.

- d) In the event the arbitrator finds a violation of the terms of this Agreement, they will fashion an appropriate remedy. The arbitrator will submit, in writing, their decision within thirty (30) days following the close of the hearing, unless the parties agree to a written time extension. The arbitrator's decision will be final and binding upon the Union, the Board, the Chief, the grievant, and all employees covered by this Agreement.
- e) The fees and expenses of the arbitrator will be divided equally between the Board and the Union. In all cases, each party will be responsible for compensating its own representatives and non-employee witnesses.
- f) If either party withdraws the grievance after a request for arbitration, that party will be responsible for paying all fees relating to the cancellation including administrative fees, and fees billed by the arbitrator.
- g) The Union and the employer agree that the imposition of discipline pursuant to this Agreement and the grievance procedure provided herein will begin after any applicable ORC Chapter 505 processes are accorded the employee.
- h) If either party challenges the propriety of taking a grievance to arbitration, it shall notify the other party of its challenge and intent to raise the issue at the arbitration. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is proper for arbitrament. If the arbitrator determines the grievance is proper for arbitrament, the grievance will be heard on its merits before the same arbitrator.

ARTICLE 10

Employee Disciplinary Procedure

Section 10.1 – Investigation of Alleged Misconduct

Section 10.1.1 The Chief of Police will be responsible for assigning investigations of alleged employee misconduct. The employee's immediate supervisor, another supervisor, the Lieutenant, or the Chief may conduct investigations. The Chief may elect to have an outside agency investigate allegations of gross misconduct or major incidents involving employees if he believes the department would benefit from an objective outside investigation.

- Section 10.1.2 Any employee interviewed concerning an act which, if proven, could reasonably result in disciplinary action against the employee, will be afforded the Employee Rights in Section 10.2 as well as the following safeguards:
- Section 10.1.3 The employer will inform the employee before the interview, if known, whether the employee is the focus or a witness in the investigation.
- Section 10.1.4 The employer will inform an employee, in writing, who is the focus of an investigation, of the nature of the allegations and investigation.
- Section 10.1.5 The employee will be afforded the opportunity to consult with an employee or staff representative, or attorney, before an interview and will be permitted to have one representative or attorney present at the interview.
- Section 10.1.6 The opportunity to consult with an employee or staff representative, or attorney at the interview will not unreasonably delay the interview. The availability of the representation will be taken into consideration when defining “unreasonable delay.”
- Section 10.1.7 Interviews will take place at the employer’s facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be immediately conducted elsewhere, or by telephone.
- Section 10.1.8 The employer will make a reasonable good faith effort to conduct these interviews during the employee’s regular working hours, except for emergencies.
- Section 10.1.9 Employees are required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges that the employee is entitled under the laws of the State of Ohio or the United States.
- Section 10.1.10 Interviews will be conducted under circumstances devoid of intimidation, abuse, or coercion.
- Section 10.1.11 Employees are entitled to reasonable intermissions for personal necessities during the interview.
- Section 10.1.12 All interviews will be limited in scope to activities, circumstances, events, conduct or acts that pertain to the incident that is the subject of the current investigation. Any questioning regarding violations outside the scope of the current investigation may be taken up as a subsequent investigation.
- Section 10.1.13 The employer may electronically record all employee interviews. The employee also has the option to record the interview.

Section 10.1.14 An employee charged or under indictment for a felony or misdemeanor that occurred while in the good faith performance of their duties may be placed on administrative leave with pay pending resolution of the charges.

Section 10.1.15 An employee charged or under indictment for a felony or misdemeanor occurring off duty, or other than in the good faith performance of their duties, and that interferes with the officer's ability to perform their duties, may be placed on unpaid administrative leave pending resolution of the charges. The employee may use any/all available accumulated time, except sick leave, to supplement the unpaid leave.

Section 10.1.16 In cases of insubordination or gross employee misconduct, the employer may place the employee on immediate paid administrative leave, and a disciplinary conference will be held within three (3) administrative work days.

Section 10.1.17 Disciplinary procedures may commence either at the completion of the investigation or be deferred pending the completion of court proceedings.

Section 10.1.18 No polygraph, other mechanical, or electronic truth-determining device will be utilized for investigative purposes unless requested by the employee.

Section 10.1.19 ***Time Limits***

- a) Once the employer officially notifies an employee in writing and provides a summary of the details of an investigation, the employer will have forty-five (45) employee work days to complete the investigation.
- b) Once the investigation is complete, the employer will have fifteen (15) administrative days to recommend disciplinary action, if necessary, and to serve formal charges. Once formal charges have been served, the employer will have fifteen (15) administrative days to hold a disciplinary conference and issue disciplinary action.
- c) If the time limit expires and formal charges have not been filed, or no disciplinary action is imposed, or the employee has not had a disciplinary conference, no disciplinary action will be taken.

Section 10.1.20 ***Time Limit Extensions and Exceptions***

- a) Time limits can be extended by mutual agreement between the Union and the employer.
- b) If criminal charges have been filed against an employee, the time limit will not begin until all criminal proceedings are complete and the employer serves official notice in writing to the employee of an investigation.
- c) Criminal investigations, as used in this section, will be interpreted as any action that could result in the filing of criminal charges.

Section 10.1.21 **Investigation Report** - Upon its completion, the employer will furnish the employee with a copy of the investigation report on all improper conduct findings. The employer, at the employee's request, will furnish a copy of any internal investigative report upon its completion.

Section 10.2 – Employee Rights

- Section 10.2.1 In an effort to ensure that investigations are conducted in a manner, which is conducive to good order and discipline, employees will be entitled to the protection of the following:
- a) An Employee will be afforded the opportunity to consult with a FOP/OLC Associate, Alternate, or Field representative; an attorney; or a representative of choice before an interview, and may have one of the representatives present at the interview.
 - b) The opportunity to consult with a representative and/or have representation present at the interview shall not unreasonably delay the interview. Issues of prior notice, representation, or issuance of notice of representation will not restrict an inquiry during the event in question.
- Section 10.2.2 In the interest of fair and prompt corrective action, a supervisor may immediately correct or counsel an employee who has committed a violation relating to performance or compliance with Department rules and regulations, without the employee having an employee or staff representative, or attorney present.
- Section 10.2.3 Every employee who becomes the focus of an investigation will be told at the time of the interview whether the interview is criminal, administrative, or performance related, and will be afforded all rights and privileges to which the employee is entitled under the laws of the State of Ohio or the United States.
- Section 10.2.4 The interview of any employee will be held at a reasonable hour, preferably when the employee is on duty and within reasonable proximity, unless the exigency of the interview dictates otherwise. Whenever, possible, interviews will be scheduled during the employee's normal working hours.
- Section 10.2.5 employees will not be subject to abusive or offensive language or intimidation in any manner. No promises or rewards will be made as an inducement to answer questions.
- Section 10.2.6 Interviewing will be completed within a reasonable time and will be done under circumstances devoid of intimidation or coercion. In all investigation

interviews, the employee will be afforded an opportunity and facilities to contact and consult privately with a Union representative, an attorney, or a representative of his choice before being interviewed. Questioning sessions will not exceed one (1) hour without provisions for a ten (10) minute rest break.

Section 10.2.7 Employees will not be threatened with dismissal or other disciplinary punishment in an attempt to obtain their resignation. This does not preclude the employer, Union representative, an attorney, or representative of the employee's choice from offering resignation as an option to termination, where appropriate.

SECTION 10.3 – Complaints Against Employee

Section 10.3.1 All complaints filed by a citizen against an employee will be submitted by the complainant's own handwriting and signed, where possible. In those cases where the complainant is unable or unwilling to write out the complaint, the supervisor or person taking the complaint may write the statement for the complainant, electronically record the complaint, or reduce the essence of the citizen's verbal complaint to a synopsis or summary.

Section 10.3.2 The Department will investigate all anonymous complaints and allegations of misconduct occurring on duty, off duty, or while one is representing themselves as an employee of the Butler Township Police Department.

Section 10.3.3 When a complaint is filed more than six (6) months after the date of the alleged event, the employer will investigate the complaint; however, the employee will not be subject to disciplinary action.

Section 10.3.4 The complaint time limit does not expire for allegations of gross misconduct or for allegations that could lead to criminal charges within the Statute of Limitations, or within allowances of either Equal Employment Opportunity Commission (E.E.O.C.) or Ohio Civil Rights Commission (O.C.R.C.) complaints. The employer will investigate the complaint, and the employee is subject to disciplinary action if the allegation is founded.

Section 10.4 – False Complaints

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

Section 10.5 – Progressive Discipline

Section 10.5.1 All discipline will be only for just cause. Progressive discipline is a conservative approach to the disciplinary process. The intent is to give adequate

notice to any employee whose actions are improper and/or inadequate so that they may improve their performance to acceptable standards. Progressive discipline, depending upon severity of the violation of a rule, regulation, policy, procedure or directive, may start at any level of discipline, including suspension, demotion or dismissal. Other forms of counseling or instruction, including Employee Performance Improvement Plans (EPIP), will not be considered discipline.

Section 10.5.2 The following order of progressive discipline, as permitted by the Fair Labor Standards Act, other state and federal laws, or for just cause, will ordinarily be followed:

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

Section 10.6 – Appeal

Section 10.6.1 When the employer determines that an employee may be disciplined for just cause, and the discipline is a suspension, demotion or dismissal, a disciplinary conference will be scheduled with that employee.

Section 10.6.2 Any employee may, at their discretion, have a Union representative, an attorney, or a representative of their choice present at a disciplinary conference. The disciplinary conference provides the employee an opportunity to respond to the alleged improper conduct finding and present mitigating evidence or information.

Section 10.6.3 The Chief or his designee will conduct the disciplinary conference. The conference will be conducted during administrative working hours.

Section 10.6.4 The employer will provide the employee, not less than three (3) administrative days before the scheduled conference, with a written outline of the charges that are the basis for a disciplinary action. The notification will contain the date, time, and location of the conference.

Section 10.6.5 The employee must choose to:

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

- Section 10.6.6 Absent extenuating circumstances, failure to elect and pursue one of the three options above will be considered as a waiver of the employee's right to the disciplinary conference. An employee may request a continuance for just cause for a period not to exceed five (5) administrative days or longer by mutual agreement, to acquire representation.
- Section 10.6.7 The Chief or a designee will prepare a written report within five (5) administrative days after the disciplinary conference, concluding the findings of the conference and what discipline, if any, is appropriate. A copy of the report will be given to the employee upon its completion.
- Section 10.6.8 Employees may appeal all disciplinary actions through the grievance procedure. However, only suspension, demotion, or dismissal may be appealed through the grievance procedure and taken to arbitration. No part of this Article will limit the legal rights of the employee or employer.
- Section 10.6.9 Probationary employees cannot file appeals regarding any disciplinary action under this Agreement.
- Section 10.6.10 Special probationary employees will have full appeal rights through the grievance procedure.

Article 11

Personnel Records

- Section 11.1 Personnel Records will be kept on each employee to maintain a full and accurate recording and documentation of each employee's employment history, to assure entitlements to compensation and benefits, and to meet legal requirements prescribed in the ORC.
- Section 11.2 The employer will release information contained in an employee's personnel file to outside persons and/or agencies only after review and recommendation by legal counsel to release the information. A public records request must be made to initiate this process. If requested by the employee, the employer will provide employees with copies of the documents released to the person and/or agencies making the request.
- Section 11.3 Letters of Caution and Letters of Reprimand will be placed and remain in an employee's personnel file for one (1) year. Suspension Orders and Demotion Orders will be placed and remain in the employee's personnel file for two (2) years. After that time period expires, the employee may initiate removal of the document from the main personnel file for placement in a separate file.

- Section 11.4 If a second disciplinary action occurs while a previous action is still in active status, all disciplinary actions will remain in the employee's personnel file until expiration of the latest disciplinary action.
- Section 11.5 Employee Performance Improvement Plans (EPIP) will be placed and remain in an employee's personnel file for a period of not more than six (6) months. After that time period expires, the employee may initiate removal of the document from the main personnel file for placement in a separate file.
- Section 11.6 The Chief will place an employee's active disciplinary action records into the employee's discipline file. When active disciplinary records expire, the Chief will remove the inactive disciplinary action documents from the employee's discipline file.
- Section 11.7 Employees may review items contained in their personnel file upon giving notice of at least two (2) administrative days. Employees may have another person of their choice present when reviewing their files. Employees can request the employer to copy such documents as are contained in the file and presented for examination.
- Section 11.8 If the employee is not in agreement with documents contained in the employee's file, the employee may place a statement of rebuttal or explanation in his file. All rebuttals to any documents in the personnel file must be filed within 30 days of the document first being placed in the personnel file.

ARTICLE 12

Performance Evaluation

- Section 12.1 Employees covered by this Agreement will be evaluated annually. However, probationary employees will be evaluated every two (2) months. In special incidences, employees may be evaluated more frequently. Evaluations will be done in compliance with department policy. When a rater deems a non-probationary employee's performance to be less than acceptable, the employee shall be notified in writing by their supervisor or the Chief and be provided reasonable time and opportunity to improve their performance.
- Section 12.2 The employee's immediate supervisor will prepare the evaluation. The supervisor will meet with the employee and review the completed evaluation. Annual evaluations must be completed by the end of February.
- Section 12.3 Results of personnel evaluations may be utilized by the Police Department for the following purposes:

- a) Identifying training needs;
- b) Determining suitability for assignments and promotion;
- c) Facilitating proper decisions regarding probationary employees;
- d) Assisting an employee with career development;
- e) Identifying and dealing promptly and fairly with personnel performance problems.

Section 12.4 Employees covered by this Agreement must sign their evaluations. Signing means only that an employee has read an evaluation. Employees will receive copies of their evaluations after the Chief has reviewed and approved them.

Section 12.5 Employees that disagree with their evaluations may submit written comments that clarify issues in question within 10 days of receiving their evaluation. An Employee's comments will be attached to their evaluation, but will not require an adjustment of the evaluation.

ARTICLE 13

Written Directives

Section 13.1 When new rules, directives, policies, and procedures are established, or when existing rules, directives, policies, and procedures are changed, such new rules and changes will be incorporated into the Police Department's Policy Manual.

Section 13.2 No employee will be held accountable for new or revised rules, directives, policies, and procedures until such time as they have been reviewed and acknowledged. Employees must review and acknowledge the new or revised rules, directives, policies, and procedures within a reasonable period of time after receiving notification. Delays in an employee's acknowledgement do not exclude that employee from the responsibility of complying with a lawful order of a superior relating to a change in rules, directives, policies, and procedures, regardless of how such order is communicated, once that rule, directive, or policy/procedure is effective.

Section 13.3 The employer agrees to provide access for each employee in the bargaining unit to a copy of all existing rules, directives, policies and procedures as they become effective.

Section 13.4 Discipline for violations of established rules, directives, policies and procedures will be pursuant to this Agreement.

ARTICLE 14

Leave

Section 14.1 – Sick leave

- Section 14.1.1 *Sick Leave Use* – Employees are required to comply with the sick leave rules and regulations instituted by the employer. It is understood between the parties that employees failing to comply with sick leave rules and regulations will not be paid for sick leave. Application for sick leave with intent to defraud, falsification of sick leave requests, and/or falsification of a physician's certificate will result in disciplinary action up to and including termination, as well as requiring a refund of any salary or wages paid.
- Section 14.1.2 Employees may use sick leave, subject to employer approval, for absence due to personal illness, injury, pregnancy, exposure to contagious disease that could be communicated to other employees; for illness or injury of an immediate family member of the employee's household if the employee's presence is necessary; for death in the employee's immediate family; for medical or dental appointments, not to exceed four (4) hours unless accompanied by a written explanation from the physician or dentist indicating that treatment rendered required a longer recovery time by the employee.
- Section 14.1.3 Immediate family, for the purpose of this section, is defined as a spouse, child, step-child, grandchild, parent, step-parent, guardian, grandparent, brother, sister, parents or step-parents of a spouse, brothers or sisters-in-law, and grandparents of a spouse. Relatives and family members not specifically listed in this section are not considered immediate family.
- Section 14.1.4 When the use of sick leave becomes necessary, the employee or a representative of the employee, shall notify the on-duty supervisor as soon as they are aware they will not be able to report to work, and not later than two (2) hours before the normal starting time of the watch, unless emergency conditions exist making such reporting impossible. If the employee is unable to reach the on-duty supervisor, the employee or representative of the employee, will contact dispatch for assistance. If dispatch is not able to make notification to the on-duty supervisor, the employee or representative of the employee shall notify the Lieutenant or Chief of Police of the absence.

Section 14.1.5 Unless notification is given, in the manner described above, no sick time will be approved, except in unusual cases, and then only after approval of the Chief.

Section 14.1.6 Employees will accrue sick leave at the rate of 4.6 hours per pay period, which is equivalent to fifteen (15) days per year. Employees are entitled to accumulate an unlimited amount of unused sick leave.

Section 14.1.7 Employees accrue sick leave from the first day of employment and may use sick leave when necessary any time during the period of employment. Employees do not earn sick leave during periods that they are in a non-pay status.

Section 14.1.8 Employees must provide a statement from a physician for sick leave absences: of three (3) consecutive workdays or more; for more than four (4) separate sick leave occurrences during a one (1) calendar year period, regardless of duration; or anytime there is a noticeable pattern of sick leave before or after scheduled vacation, personal or comp days. Sick leave certified under FMLA or Bereavement Leave will not count toward an occurrence.

Section 14.1.9 **Retirement Benefits** – Employees eligible to receive retirement benefits with at least 10 years of service at the time of separation, and in good standing with the Township, and the estate of employees who die while employed full-time with the Police Department, will receive a cash payment for accumulated unused sick leave, up to 1200 hours maximum, as follows:

Hours Accumulated	Payout Ratio	Hours Paid
1 to 450	3 to 1	150
451 to 900	2 to 1	225
901 to 1200	1 to 1	300

Section 14.1.10 Hours used for sick leave will be on a basis of “last earned – first used.”

Section 14.1.11 Employees who remain absent on sick leave beyond the number of accrued hours will have their continued absence charged first to compensatory time and then to vacation time.

Section 14.1.12 Should an employee receive Workers Compensation benefits from a third-party employer to offset lost Butler Township wages during the period of an illness or injury, sick leave benefits will only be paid in the amount necessary to supplement the Worker’s Compensation benefits, up to the amount that otherwise would have been earned at Butler Township had the employee not been off work due to the illness or injury.

Section 14.1.13 ***Sick leave abuse*** – the employer grants sick leave in order to prevent undue hardship to the employee. Employees must not consider or use sick leave for personal or vacation days. Sick leave may be used only for the purposes outlined in this Article.

Section 14.1.14 Any abuse of sick leave in violation of this Agreement will be sufficient cause for discipline. A regularly scheduled course of medical treatment for the employee, pre-approved by the employer, that is verified by a physician, and which cannot be scheduled outside of regular working hours, will be subtracted from available or donated sick leave, compensatory time, or vacation leave.

Section 14.1.15 ***Conditions for Payment of Sick Leave*** – To be paid sick leave, an employee must meet the following conditions:

- a) The employee must be absent for one of the reasons defined in Section ~~15.102~~ 14.1.2 of this Article. The Township may require a doctor’s certificate to establish the employee’s eligibility for sick leave compensation.
- b) The request for sick leave must be approved by the employee’s Department Head.

Section 14.1.16 Full-time employees who are entitled to accrue sick leave may give a portion of their accrued sick leave to another full-time employee of the employer who is also eligible to accrue sick leave. Following are conditions necessary for such a transfer to be approved:

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

Section 14.1.17 ***Wellness Incentive***

Beginning January 1, 2018, employees may earn one (1) additional wellness incentive day for every (4) months of the year, for not utilizing any sick time for a four (4) month period. Wellness incentive days, under this section, shall not be accumulated and must be used within the following four (4) month period. Employees may elect to take the wellness incentive day as pay, in lieu of time off.

In January of 2018, employees shall receive a cash bonus for non-used sick leave in 2017, as follows:

Sick Leave Used Since the Previous January	Cash Bonus
0 Days	\$800
1 Day	\$400

Section 14.1.18 Employees shall be able to sell back sick time, one time per year, provided the exchange does not reduce the employee's balance below 700 hours. The employee may exchange up to 120 hours of sick leave at a ratio of 3 to 1, for a maximum of 40 hours of pay per year.

Section 14.2 – Injury leave

Section 14.2.1 Employees who are injured as a direct result of performing duties for the Township, in the scope of their employment in the Police Department, will qualify for injury leave.

Section 14.2.2 The employer may place an employee who qualifies for injury leave on Wage Continuation or Worker's Compensation. Wage Continuation will be at the employee's full rate of pay and normal amount of regular rate hours. Every thirty (30) days the employer will review the employee's status. The employer must approve the employee to remain on Wage Continuation.

Section 14.2.3 If an employee files a Workers Compensation claim, the employee may elect to use available sick leave for the time of injury before receiving his first Workers Compensation benefit check. If for some reason the Workers Compensation claim is not allowed, the employee's injury leave will be charged against his accumulated sick leave.

Section 14.2.4 The employer will not be liable for the injury of an employee resulting or arising from outside employment and/or off-duty injuries. Wage Continuation may not be used under those conditions.

Section 14.2.5 The employer reserves the right to withhold benefit payments or take disciplinary action, up to and including termination, against any employee who submits a false claim for benefits covered under this Article or who works for another employer while on Wage Continuation when physically capable of performing their duties at the Police Department.

Section 14.2.6 If the employer has reasonable cause to believe that an employee is physically able to return to work, the employee may be required to submit to an examination to determine their physical capacity to return to work. The employer will pay the cost of the examination. Employees shall advise the employer monthly of their physical condition if off on Injury Leave. Disputes will be resolved in accordance with the grievance procedure.

Section 14.2.7 Upon request, an employee on injury leave will provide to the employer a Progress Report from his physician at intervals of no more than thirty (30) days.

Section 14.3 – Modified Duty

Section 14.3.1 Should an employee's physician permit a return to work from sick or injury leave on a restrictive basis, and provided work is available, the employer may assign the employee to duties consistent with their capabilities for a period of thirty (30) days. The employer will have the discretion to extend the time period.

Section 14.3.2 Modified duty and payment received therefore will be in lieu of lost earnings that could be received under Workers Compensation benefits, but will not be deemed to restrict in any manner the employee's entitlement to coverage for medical expenses, nor prohibit the employee's entitlement to pursue future claims arising from injury or illness.

SECTION 14.4 – Fitness for Duty

Section 14.4.1 If the employer has reasonable cause to believe that an employee is mentally or physically unable to perform required duties, the employer may require the employee to take an examination to determine mental or physical capacity to perform required duties. The employer will schedule the examination at the earliest available date and time.

Section 14.4.2 If the examination determines that an employee is unable to perform required duties, or if their condition jeopardizes either their health or the health and safety of others, the employer may place the employee on sick leave.

Section 14.5 – Bereavement Leave

Section 14.5.1 Bereavement Leave – The employer will grant an employee who suffers a death in their family paid leave.

Section 14.5.2 Employees shall be granted paid Bereavement leave, with approval of the Police Chief, up to a maximum of five (5) working days for the funeral of a spouse or child and three (3) working days for any other member of an employee's immediate family. Bereavement leave, although deducted from sick leave, will be logged as bereavement leave and will not be used for purposes of an employee performance evaluation or effect their ability to earn their wellness incentive.

Section 14.5.3 Immediate family, for the purpose of this section, is defined as spouse, child, step-child, grandchild, parent, step-parent, guardian, grandparent, brother, sister, parents or step-parents of spouse, brother or sister in law, and grandparents. Relatives and family members not specifically listed in this section are not considered immediate family.

Section 14.5.4 In the event of death of any other legal relative, the employee may be granted one (1) day of paid funeral leave.

- Section 14.5.5 Employee's shall document funeral leave on their leave request.
- Section 14.5.6 The Funeral Leave shall be granted for those days for which the employee is scheduled to work and must be within seven (7) calendar days of the scheduled funeral.
- Section 14.5.7 Other accrued paid leaves may be used for additional leave by the employee if needed.
- Section 14.5.8 The employer will not grant Bereavement leave for time the employee is in unpaid leave status, (unpaid leave status is interpreted as being military leave, disciplinary suspension, or a voluntary unpaid leave of absence.)
- Section 14.5.9 When the use of bereavement leave becomes necessary, the employee or a representative of the employee must notify the on-duty supervisor, in accordance with Section 14.1.4.

Section 14.6 – Military Leave

- Section 14.6.1 An employee who enters military service and has re-employment rights under applicable Federal law and Regulations will be considered on military leave of absence and will retain and continue to accrue seniority during their leave of absence.
- Section 14.6.2 Returning military employees will have re-employment or other rights guaranteed to them under applicable State and Federal law.
- Section 14.6.3 Upon entering military service, an employee will receive all their accrued vacation and/or all other monetary benefits to which they are entitled with their last Township paycheck before entering service.
- Section 14.6.4 During the employee's military service in an Ohio organized militia (Ohio Army National Guard, Ohio Air National Guard, Ohio Naval Militia, and Ohio Military Reserve) or in reserve components of the armed forces of the United States of up to one (1) month each calendar year. Employees are entitled to leave of absence from their respective positions without loss of pay for the time they are performing service. The provisions of R.C. 5923.05 and USERRA (Uniformed Services Employment and Reemployment Act of 1994) will similarly govern longer periods of absence.

Section 14.7 – Pregnancy Notification and Maternity Leave

The starting date of a maternity leave of absence will be provided to the employer no later than thirty (30) days before the commencement of such leave, except in emergency situations. The employee will be reinstated with full seniority provided the employee has contacted the employer within thirty (30) days after delivery and indicates the date she desires to return to

work, and provided that the employee returns to work no more than twelve (12) weeks after delivery, per FMLA leave requirements.

Section 14.8 – Jury Duty

Employees will be paid at their regular rate of pay for on-duty time spent on Jury Duty, provided the employee pays to the Township all compensation received from a court for jury service. The employer will release the employee from duty for the purpose of jury service.

ARTICLE 15

Safety

Section 15.1 The employer and the Union agree that the safety and health of all employees are of the highest importance. Each agrees to cooperate in an effort to prevent injury.

Section 15.2 It is the responsibility of the employer to provide safe working conditions, equipment, and working methods for their employees. The supervisor must correct known unsafe working conditions promptly. The employer must see that its employees use all safety rules and good working methods.

Section 15.3 It is the duty of all employees to use appropriate safety equipment and follow safety rules and safe working methods. Employees that violate safety rules are subject to disciplinary action. The employer will enforce safety rules without discrimination within the bargaining unit.

Section 15.4 Employees are responsible for the proper use and care of equipment. It is the employee's responsibility to complete a *Vehicle Maintenance Form* to report problems with, or unsafe, department vehicles. Additionally, employees must submit a memorandum to report other unsafe working conditions. These memoranda must be sent to the Lieutenant or Chief.

Section 15.5 When an employee can supply evidence that they have sustained damage to eye glasses, clothing, or any other personal property (used on duty with the knowledge and permission of the Chief) while performing their assigned duties with due caution, the employer will reimburse the employee for the fair-market value of the damaged or destroyed item, ordinary wear and tear excluded.

ARTICLE 16

Hours of Work and Overtime

Section 16.1 – Hours of Work

Section 16.1.1 The employer will endeavor to maintain a 5/2, 5/3 schedule with the employee working an 8.5 hour day. Any change to the 5/2, 5/3, 8.5 hour day schedule, requested by either party, shall be discussed and codified in an MOU, attached to this contract. Employees agree to work up to a maximum of twelve (12) hours per year without compensation to make up the deficit created by working this schedule, in lieu of a regular 40-hour work week.

Section 16.1.2 The employer may adjust schedules for departmental or employee benefit.

Section 16.2 – Definition of Day

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

Section 16.3 – Overtime Pay

Section 16.3.1 Pay for overtime worked will be at the rate of one and one-half (1.50) times the straight hourly base rate of pay.

Section 16.3.2 Employees must submit all overtime requests for approval. .

Section 16.3.3 Employees are not permitted to work overtime without the authorization and/or approval of a supervisor.

Section 16.3.4 Employees who work over their scheduled shift will be eligible for overtime pay only for authorized time worked in excess of their scheduled shift. Approved leave is part of the workday.

Section 16.3.5 The employer will endeavor to distribute authorized overtime among employees in a non-preferential and equal basis. Open shifts will be assigned by the PlanIt F-Score. If employees sign up for multiple shifts of overtime, the employee may note in the comments section if they do not want all of the selected shifts to be awarded to them, or any other relevant information they want a supervisor to consider when filling the shifts. If an open shift overtime

spot is cancelled, after it has been awarded to an employee, the employee shall be offered another open shift that has not yet been filled. It is the employee's responsibility to select the open shift they want and to notify the supervisor of their intent to take that shift in exchange for the cancelled one. The open shift must be taken no later than when the next block of available shifts are offered for overtime.

- Section 16.3.6 The employer reserves the right to require employees to work overtime. Should it become necessary to require employees to work overtime, it shall be assigned to the employee with the least amount of patrol and special event overtime for the previous thirty (30) days.
- Section 16.3.7 Unless an emergency situation exists, no employee will work over seventeen (17) hours in a twenty-four (24) hour period.
- Section 16.3.8 Order-in or hold-over overtime will not be ordered for periods greater than four (4) hours unless staffing requirements dictate the necessity to do so. In the case of hold-over overtime, the overtime will first be offered to anyone working on the shift who volunteers. If no working employee accepts, the employee who has worked the least amount of patrol and special event overtime, in the thirty (30) days prior to the date of the vacancy, will be ordered to fill the vacancy. If there is a tie in overtime hours worked, the least senior employee will be ordered to fill the vacancy.
- Section 16.3.9 Overtime that is not a continuation of the employee's shift shall be for a minimum of three (3) hours, with the exception of training and scheduled meetings.
- Section 16.3.10 In cases where special event overtime is scheduled but cancelled, within four hour or less of the event, a minimum of two (2) hours overtime will be paid to the employee.

Section 16.4 – Call-In Pay

- Section 16.4.1 Employees called in to work, when not a continuation of a shift, will be guaranteed a minimum of two (2) hours work paid at overtime rate.
- Section 16.4.2 Call-in pay does not begin when the employee receives the request to report for work nor does it include driving time to the Police Department. Call-in pay will begin at the time the employee begins to perform their official duties. However, call-in pay for employees reporting directly to a scene from their homes will include their driving time to the scene.
- Section 16.4.3 If an employee cannot respond in thirty (30) minutes or less, this may restrict or prevent the employee from being called in. Therefore, the next available employee will be contacted.

Section 16.5 - Pyramiding

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

Section 16.6 – Compensatory Time

Section 16.6.1 An employee may choose to take compensatory time in lieu of overtime compensation if the employee indicates such choice on the *Overtime Compensation Form* for the shift, overtime shift, or court time. The exception to this requirement is if the employee works a contracted special event; then the hours worked must be taken in overtime pay.

Section 16.6.2 Compensatory time will be credited to the employee at the rate of one and one-half (1.50) hours for each overtime hour worked.

Section 16.6.3 Employees may accrue a maximum of eighty-five (85) hours of compensatory time in a refillable bank-per-calendar-year. Employees accumulating compensatory time that exceeds the maximum of eighty-five (85) hours will automatically be paid overtime for the hours worked. Employees may not “buy back” accrued compensatory time.

Section 16.6.4 No more than five (5) consecutive compensatory days shall be taken at one time. Compensatory time requests will be given the same weight as vacation and PA days and will not be denied unless taking such time might unduly disrupt operations.

Section 16.6.5 Employees must submit in writing all leave requests for authorization of the use of compensatory time, no later than three (3) days before the requested dates. Supervisors may make exceptions to this requirement when the request does not result in scheduling or manpower problems.

Section 16.6.6 Employees who have accrued compensatory time will, upon termination of employment or death, be paid for unused compensatory time at their regular hourly rate.

Section 16.7 – Court Time

Section 16.7.1 Court time appearances on the employee’s scheduled day off will be paid a minimum of three (3) hours overtime pay. However, the employee must contact the court in advance to insure that the employee is still needed for the case. If the employee is not needed, no compensation is due.

Section 16.7.2 Court time appearances on an employee’s duty day, and not a continuation of the employee’s work shift, will be compensated for three (3) hours overtime

pay. If the entire court appearance occurs within the employee's scheduled shift or within three (3) hours of the scheduled shift, then the employee will be compensated for actual hours worked at regular rate. However, the employee must contact the court in advance to insure that the employee is still needed for the case. If the employee is not needed, no compensation is due.

Section 16.7.3 Employees will not be paid overtime for on-duty appearances.

Section 16.7.4 If more than one (1) court case occurs within the employee's scheduled court time it will be considered as a continuous court case and the employee's time and compensation due will be continued until all cases are complete.

Section 16.7.5 The employer will not be obligated to pay for an employee's mileage when traveling to and from a court appearance within Montgomery County while using their own vehicle. The employer will provide a Township vehicle to the employee for a court appearance outside Montgomery County for court cases related to Butler Township. The employer will reimburse employees for parking when necessary.

Section 16.8 – Training

Section 16.8.1 When reasonably possible, employees will attend department-approved training during on-duty time. The employer will attempt to adjust the employee's schedule to make training days their duty days. Employees will not be compensated for voluntary training.

Section 16.8.2 Travel time to and from training is not included in the shift. Employees will not be compensated for travel time.

Section 16.9 – Daylight Saving Time Change

Section 16.9.1 Employees working when Daylight Saving Time begins will not be paid overtime for the additional one hour caused by the time change.

Section 16.9.2 Employees working when Daylight Saving Time ends will not be docked for the one hour caused by the time change.

Section 16.10 – Rotating shifts

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

ARTICLE 17

Holidays & Holiday Pay

Section 17.1 – Holidays

Section 17.1.1 In addition to an employee's regular work week, employees who are assigned to any schedule, other than Monday through Friday, with weekends and holidays off, will receive eight (8) hours of holiday pay (straight time) for each holiday falling within their work week. The Township's eleven (11) approved paid holidays are:

1) New Year's Day	January 1 st
2) Martin Luther King Day	3 rd Monday in January
3) President's Day	3 rd Monday in February
4) Memorial Day	Last Monday in May
5) Independence Day	July 4
6) Labor Day	1 st Monday in September
7) Veteran's Day	November 11
8) Thanksgiving Day	4 th Thursday in November
9) Day after Thanksgiving Day	4 th Friday in November
10) Christmas Eve	December 24
11) Christmas Day	December 25

Section 17.1.2 Employees who **work** a scheduled shift on a holiday will receive compensation at two (2) times their straight hourly base rate of pay for hours worked, in addition to their eight (8) hours of holiday pay.

Section 17.1.3 Employees who are **scheduled off** on the holiday will receive eight (8) hours of holiday pay (straight time) for the holiday.

Section 17.1.4 Employees who work overtime on a holiday will receive two (2) times their straight hourly base rate of pay for hours worked.

Section 17.1.5 Employees, who work a Monday through Friday schedule, with weekends and holidays off, will receive the holiday off with no additional holiday pay. If the employee works overtime on a holiday, they will receive two (2) times their

straight hourly base rate of pay for hours worked, in addition to their eight hours of holiday pay.

Section 17.1.6 Employees taking a vacation or compensatory day on a specified holiday will be charged with the use of accrued vacation or compensatory time equaling their normal scheduled work hours and will be paid eight (8) hours (straight time) for the holiday.

Section 17.1.7 Holidays will occur on the days specified in Section 1.14 of the ORC. In the event a holiday falls on Saturday, the Friday immediately before it will be observed as the holiday. In the event a holiday falls on Sunday, the Monday immediately after it will be observed as the holiday.

ARTICLE 18

Vacation & Other Leaves

Section 18.1 – Vacation Leave

Section 18.1.1 Only full-time employees accrue vacation leave. Accrued vacation leave is based on the employment anniversary date with Butler Township. Vacation leave is accrued starting at the time of employment; however, an employee is not eligible to use or be compensated for unused vacation leave accrued until after their initial employment probationary period has been successfully completed.

Section 18.1.2 Vacation leave is not earned during periods that an employee is in a non-pay status.

Section 18.1.3 For employees who are assigned to eight (8) hour days, vacation accrual for completed years of service is:

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

Section 18.1.4 For employees who are assigned to 8.5 hour days, vacation accrual for completed years of service is:

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

- Section 18.1.5 Vacation leave may be accrued up to the maximum listed by the tables above. Vacation leave accrued in excess of the table amounts above must be taken prior to the addition of any additional vacation being accrued. In the event that scheduling requirements of the Department prevent an employee from using vacation within an anniversary date, said employee may be permitted to carry over excess vacation to the following year with approval from the Township Administrator. All accumulated amounts in excess of the carry-over limit must be used before December 31st or be forfeited. (Example: if one's anniversary date is May 31st, and the employee has one more week to use, but was not able to use that week before the May 31st anniversary date, then the employee will be permitted to carryover that week past May 31st, but must use it before December 31st of the same year. Employees are responsible for monitoring their vacation time to prevent forfeiting vacation hours. The employer is not responsible for monitoring the employee's vacation time to prevent forfeiting vacation hours.
- Section 18.1.6 With agreement of both the employee and employer, equivalent wages can be paid in lieu of taking vacation in excess of eighty (80) hours. If an employee is denied the use of their vacation time before it can be used, as described in Section ~~19.105~~18.1.5, then the employee will be allowed to buy back no more than forty (40) hours of their vacation time by the end of the calendar year.
- Section 18.1.7 Vacation leave will be taken at such time as the employer and employee mutually agree. The employer will not deny vacation leave request unless it creates a hardship to the Department or other employees, or such leave would reduce manpower beyond the levels permitted to safely operate the shift.
- Section 18.1.8 Between January 1st and January 31st of each year, employees have the opportunity to guarantee up to two (2) weeks of vacation for that year. Employees may submit a leave request for either a two-week vacation or two one-week vacations that, if approved by the Chief, are then guaranteed. This guarantee only applies to weekly blocks of time. The approval process is based upon seniority in the event two or more employees request the same time period for vacation and all cannot be approved. By February 10th, the Chief of Police will post a list of vacation leave requests approved during the pre-approval process.
- Section 18.1.9 All other vacation leave requests must be submitted for approval in writing, at least fourteen (14) days before the leave date, but no more than one hundred eighty (180) days before the leave date. Exceptions may be made at the discretion of the employer.

- Section 18.1.10 Vacation leave cannot be used for periods of less than two (2) hours.
- Section 18.1.11 If an employee voluntarily transfers to another shift after the approval of a vacation leave request, the employee must re-submit the leave request for approval. Pre-approved vacation leave will be honored on involuntary transfers.
- Section 18.1.12 Unused accrued vacation leave will be paid as termination pay to employees who have provided at least one (1) year of continuous service with Butler Township. Employees may not use vacation days once they have provided notice of resignation.
- Section 18.1.13 In the event of an employee's death, unused accrued vacation leave will be paid either to next of kin, designated beneficiaries, or to the decedent's estate.
- Section 18.1.14 In order to ensure appropriate staffing levels, the employer has set limits on how many Police Department employees may be on vacation at any given time. No more than one (1) bargaining unit member per shift will be allowed to have vacation leave at the same time.
- Section 18.1.15 The Chief of Police may approve leave in excess of the above guidelines if an employee explains, in writing, the extenuating circumstances involved, and if, at the sole discretion of the Police Chief, the work load allows for such leave.

Section 18.2 – Personal Absence (PA) days

- Section 18.2.1 All employees, after completing one (1) year of full-time service, will be entitled to three (3) personal absence days, with pay, during each calendar year.
- Section 18.2.2 Personal absence days must be requested within the calendar year (January 1st to December 15th) in which they are earned. Should an employee not use their personal absence days by the last day of the calendar year, the employee will lose any remaining days for that year. Personal absence days cannot be carried over to the next calendar year. Approved requested leave prior to December 15th must be used by December 31st.
- Section 18.2.3 Personal absence days cannot be used for periods less than four (4) hours. Employees must submit a leave request through the chain of command for approval of personal absence days.
- Section 18.2.4 Personal absence days can be taken at such time as the employer and employee mutually agree. The employer will not deny personal absence day requests unless absence would create a hardship for the Department or other employees, or unless the leave would reduce manpower beyond the levels permitted to safely operate a shift.

ARTICLE 19

Insurance

Section 19.1 – Health Insurance

Section 19.1.1 The Township will provide insurance coverage with the same or substantially similar coverage and benefits (medical, life disability, etc.) as provided to all other Township employees. The benefits provided in this Agreement will be provided through group coverage selected by the employer. Employees will pay not more than a maximum share of 11% in 2018, 12% in 2019 and 13% in 2020, for premium cost of coverage during the period of this Agreement except as set forth in Section ~~20.14~~ 19.1.4.

Section 19.1.2 Each full-time employee who currently carries a health plan other than single-person coverage shall be offered an incentive to lower the cost of the health insurance monthly premium. For example, if an employee currently has a family plan, and their spouse has the ability to obtain health insurance through their employer, then the Township will give an incentive for the employee to remove their spouse from the Township's health insurance plan. The incentive will allow each employee who takes advantage of the plan to receive one hundred fifty dollars (\$150) per month.

Section 19.1.3 If the spouse of any full-time employee has the ability to obtain health insurance for their entire family through their employer, then the Township will give an incentive for that employee to remove themselves and their family from the Township's health insurance plan. The incentive will allow each employee who takes advantage of this option to receive \$250 per month.

Section 19.1.4 The Township may require an employee to pay 15% of the total premium for insurance coverage of the employee's spouse if the employee's spouse has the ability to get insurance through their employer but does not do so.

ARTICLE 20

Uniforms

Section 20.1 – Officer Uniforms

Section 20.1.1 The employer will provide uniforms and equipment to each full time officer upon hire. Uniforms are considered any item of property issued by the employer to an employee for official use. Unless specifically noted, some items may be used, if serviceable. The following is a list of uniform and equipment items that the employer will supply:

Uniform Items:

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

Equipment Items:

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

Section 20.1.2 The employer will purchase, on an as-needed basis, but no more often than once a year, one pair of shoes or boots at a cost not to exceed three hundred (\$300) dollars. Employees wanting to up-grade the type of shoe or boot must pay any additional cost.

- Section 20.1.3 Uniforms will be replaced upon reasonable request to the employer. Unserviceable items will be turned into the employer at the time the employee receives the new item. The employer will be responsible for maintaining records on each officer's issued items.
- Section 20.1.4 The employee must obtain the employer's approval before obtaining replacement items. Employee abuse of this benefit may be cause for disciplinary action.
- Section 20.1.5 Employees are responsible for cleaning and maintaining issued uniforms.
- Section 20.1.6 The employer will pay for any special uniforms and/or authorized equipment necessary for an officer to participate in a special event.
- Section 20.1.7 Employees must return all identification cards, uniforms, badges, patches, insignias, or any other issued equipment upon concluding their employment with the Department.
- Section 20.1.8 Upon retirement in good standing, employees will be presented with their retirement department identification card and badge in accordance with the provisions of the Ohio Revised Code.
- Section 20.1.9 Any officer involved in a shooting will be issued a Department owned replacement weapon for the time that their duty weapon is retained for testing or evidence purposes, unless the officer is on leave or alternate assignment.

ARTICLE 21

No Strike or Lockout

- Section 21.1 The Union and its bargaining unit members agree not to strike. The employer agrees not to lockout any employee during the term or extended term of this Agreement.
- Section 21.2 Any employee's striking or participating in a work stoppage during the term of this Agreement will constitute just cause for disciplinary actions, including termination.
- Section 21.3 In the event of a strike, the Union will immediately take the necessary steps to terminate the strike and to return to normal operations of the employer.

ARTICLE 22

Subcontracting

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

ARTICLE 23

Use of Auxiliary and Other Personnel

- Section 23.1 It is the intent of this Article that bargaining unit members, except as follows, will perform bargaining unit work.
- Section 23.2 Auxiliary, part-time, and other non-bargaining unit employees of the police Department may be used to supplement the work force. This can occur through regular shift assignments, as replacements for other non-bargaining unit members, and as replacements for bargaining unit members on vacation or other leaves, as long as one (1) bargaining unit member is working on the shift, and for emergency situations as determined by the employer.
- Section 23.3 Supervisory employees will not be limited in the work they can perform.
- Section 23.4 The employer may utilize one or more auxiliary and/or part-time employees in the Detective section to assist, but not replace, full-time Detectives. They may assist the Detective with felony, misdemeanor, or other duties assigned by the Detective.
- Section 23.5 The ratio of auxiliary and part-time employees to full-time employees of the entire Department will not exceed 1 to 1 (e.g., 13 full-time employees to 13 part-time and/or auxiliary employees).
- Section 23.6 Adequate personnel on a shift shall be the responsibility of the employer, consistent with Township community needs and safety requirements. The minimum staffing for each shift is two (2) officers, one of which shall be a full-time officer. Full-time bargaining unit members (officers/sergeants) will be scheduled to fill the minimum staffing, and part-time or auxiliary officers will be scheduled to supplement full-time staffing. If a full-time officer requests time off, with five (5) days or less notice and a part-time or auxiliary officer is scheduled

for that shift, the part-time or auxiliary officer may be eligible to meet minimum staffing requirements.

Section 23.7 If a full-time officer/sergeant requests time off that reduces the shift below minimum staffing, and no part-time officer or auxiliary officer is scheduled to work the shift, the shift shall first be offered as overtime to all full-time bargaining unit members. If all full-time bargaining unit members decline to work the overtime, the employer may fill the shift with part-time, auxiliary and/or administrative officers (Chief/Lieutenant), prior to ordering anyone in.

ARTICLE 24

Savings Clause

Section 24.1 This Agreement supersedes all applicable State and local laws which it has the authority to supersede. Where this Agreement is silent, provisions of applicable State and local laws shall prevail.

Section 24.2 If any provision of this Agreement is held unlawful by a court of law, the remaining provisions of this Agreement will remain in full force and effect. In the event that any provision of this Agreement is held by a court of law to be unlawful, all parties to this Agreement will meet within ten (10) days for the purpose of reopening negotiations on only the unlawful provision.

Section 24.3 Any or all articles of this Agreement may be reopened for negotiations by mutual consent of all involved parties pursuant to Article 26.

ARTICLE 25

Duration of Contract

Section 25.1 – Effective period

This Agreement will be effective beginning November 12, 2017, and will remain in effect through November 11, 2020.

Section 25.2 – Mid-Term Bargaining

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

Section 25.3 – Entire Agreement

- Section 25.3.1 During the negotiations resulting in this Agreement, the employer and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter for which the State Employment Relations Act imposes an obligation to bargain.
- Section 25.3.2 Except as specifically set forth elsewhere in this Agreement, the employer and the Union expressly waive their right to require the other to bargain collectively over all matters for which the State Employment Relations Act imposes an obligation to bargain.
- Section 25.3.3 This Agreement contains the entire understanding, undertaking, and agreement of the employer and the Union, after exercise of the right and opportunity referred to in the first sentence of this Article, and finally determines all matters of collective bargaining for its term.
- Section 25.3.4 Changes in this Agreement, whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the employer and the Union before they bind the parties.

ARTICLE 26

Employee Assistance Plan and Substance Testing

Section 26.1 – Employee Assistance Plan

- Section 26.1.1 The employer will promptly establish an Employee Assistance Program (EAP) to provide counseling and/or referral services for employees who have continuing personal problems that may adversely affect their work performance. These problems may be financial, emotional, family, legal, or drug and alcohol related.
- Section 26.1.2 Referrals to treatment or counseling services may be initiated by the employee and/or employer through the EAP Coordinator. All referrals will be strictly confidential, and unless otherwise prohibited by law, no records of referrals will be kept in the employee's personnel file that is open to the public.
- Section 26.1.3 Unless a referral is mandatory under the employer's Substance Abuse Policy or is required as part of an employee's fitness for duty examination and treatment, EAP services are strictly voluntary, and participants in the program will still be required to meet existing performance standards. Initial costs associated with preliminary interviews, counseling, and referral will be borne by the Township. Costs associated with any ongoing counseling or other professional services will

be the responsibility of the employee unless otherwise covered by applicable health insurance programs. No professional counseling will be conducted at the workplace nor performed by the employer or other employees.

Section 26.1.4 Supervisors will be briefed annually on how to properly respond to the employee who seeks assistance. Additional information may be obtained by contacting the designated EAP Coordinator or Township Trustees.

Section 26.2 – Substance Testing Definitions

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

Section 26.3 – Drug Free Workplace Article

- Section 26.3.1 It is the desire and objective of Butler Township to maintain a safe and productive “Drug Free” workplace for its employees. Employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or harmful intoxicant.
- Section 26.3.2 The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or harmful intoxicant by any employee, that takes place in the workplace or during work hours, is strictly prohibited, and will result in criminal prosecution and/or employee discipline up to, and including, discharge.
- Section 26.3.3 Any employee arrested and/or convicted of any Federal or State criminal drug or alcohol statute occurrence shall be cause for the employee to notify the employer of that fact within twenty-four (24) hours of the event.
- Section 26.3.4 Any employee who reports for duty in an altered or impaired condition that is the result, in whole or in part, of the illegal use of a controlled substance or harmful intoxicant, or the use of beer, wine or intoxicating liquor, will be subject to disciplinary action. As set forth hereafter, the employer may choose to hold disciplinary action in abeyance while an employee participates in drug and/or alcohol rehabilitation. The employee assistance will remain confidential and will not be noted in the employee’s personnel file; however, the employer will maintain records concerning the referral and treatment that will not be available to the public, unless required by applicable law. This “Drug Free” workplace article will apply to all employees of Butler Township.

Section 26.4 – Distribution of Drug Free Workplace Article

- Section 26.4.1 All bargaining unit members will receive copies of the Township’s *Drug Free Workplace Statement*, *Drug Free Workplace Article* and *Drug Testing Article*, and will be required to sign for receipt of these copies. Copies of signed receipts for such Articles will become a permanent part of the employee’s personnel file.
- Section 26.4.2 All bargaining unit members will be given notice that the Township reserves the right to order employees to submit to random testing, as well as testing upon reasonable suspicion and post-accident testing, in accordance with this Article of the collective bargaining Agreement.

Section 26.5 – Employee Drug / Alcohol Testing

- Section 26.5.1 In order to maintain a safe and healthy environment in which to work, the employer reserves the right, as a condition of continued employment, and on either a random basis or where there is reasonable suspicion that an employee's work performance is being affected or following an accident, to order an employee to submit to examinations of blood, urine, or hair samples to test for illegal drugs, controlled substances, harmful intoxicants, or the misuse of legal drugs and/or alcohol.
- Section 26.5.2 Reasonable suspicion will be determined by the employer or employer's designee on the basis of reliable and verifiable information being provided, including but not limited to descriptions of appearance, behavior, speech, or breathe odor. All reliable and verifiable information will be made available to the member's union representatives unless restricted by the employee.
- Section 26.5.3 Employee substance-use testing will be conducted solely for administrative purposes. Results obtained will be held in complete confidentiality and may not be used in criminal proceedings other than by subpoena from a judicial body.

Section 26.6 – Substance Testing

- Section 26.6.1 To the extent that the employer implements a Substance Testing Program that is applicable to employees covered by this Agreement, the following minimal standards will apply:
- a) All drug/alcohol screening tests will be conducted by medical laboratories licensed by the State of Ohio or properly accredited by a recognized national organization (e.g., the College of American Pathologists.) Practices utilized by the employer and testing laboratory will include chain-of-custody procedures and mass spectroscopy confirmation of any positive initial screening.
 - b) The foregoing laboratory procedures will be the protocol followed in this Article, and will be outlined in writing concerning the collection of bodily fluids or hair samples utilized for examination and testing.
 - c) The samples collected will be contained in three (3) separate containers for use in the following prescribed testing procedures. All separate containers will be initialed by the member and the person taking the samples after sealing of the containers. Either party may have another representative present as a witness during the taking of the aforementioned samples at no loss of wages for any party.
 - d) This protocol procedure will be sent to the Union; and at its opinion and expense, the Union may send the protocol procedure to a board certified clinical pathologist for opinions as to the adequacy of procedures. If the Union finds bona fide serious testing process flaws in the protocol, the employer will communicate with and/or solicit other potential vendors to

achieve an acceptable protocol that satisfies accepted industry standards, which standards will be binding upon the parties.

- e) If the protocol is accepted by the Union, and no timely objections are made by a qualified expert for the Union, the designated vendor will be accepted and a collection point designated.

Section 26.6.2 The results of the testing will be delivered only to the Chief of Police, Township Administrator, Trustees and the employee tested. An employee whose confirmatory test result is positive will have the right to request a certified copy of the testing results in which the vendor will affirm that the test results were obtained using the approved protocol methods. The employee will provide a release for disclosure of the testing results. A Union representative from the bargaining unit will have a right to access to the results upon request to the Chief of Police, with the employee's written consent.

Section 26.6.3 Upon direct orders by the employer, pursuant to this Substance Testing Article, the employee will, at the expense of the Township, submit to such test; and upon request, the employee will sign an appropriate release form authorizing withdrawal of blood, urine or hair samples and the release of the test results to the employer.

Section 26.6.4 Refusal by an employee to submit, as ordered, to any test under this Article, or refusal to sign a release form, as required, or failure or refusal to provide either a specimen of urine, blood, or hair sample, as ordered, will constitute a presumption of a positive test result, and may result in such employee's discipline, including termination. At the time of the taking of the original specimens, three (3) separate specimens will be taken. Two of the specimens will be delivered to separate testing facilities, and the third will be sent to a drug testing facility of the employee's choice. The employee's sample will be tested at the employee's request and expense.

Section 26.6.5 The testing facilities chosen will have Liability Insurance to protect the employee from false readings of the specimens being tested. If the results of the two separate tests required by the Township have not been returned within twenty (20) calendar days and the employee deems it necessary to have his/her specimen tested, the cost of such test will be paid by the Township. No employee will suffer any loss of wages or accumulation of any type of leave while waiting for the results of any test or physician verification for his/her return to duty if the drug test returns indicate the employee was substance free.

Section 26.6.6 If the screening test is positive, a confirmatory test will be conducted. The positive findings of the first confirmatory test may be followed by the employer desiring that the second sample be tested.

Section 26.6.7 In the event the second test confirms the results of the first test, the employer may proceed with sanctions as set forth in this Article.

- Section 26.6.8 In the event that the second test contradicts the results of the first test, the employer may request a third test at a laboratory from the list maintained by the employer and approved by the employer and the Union. The results of the test, if positive, will allow the employer to proceed with sanctions, as set forth in this Article. If the results are negative, the employee will be given the benefit of the doubt, and no sanctions will be imposed.
- Section 26.6.9 In the event that two tests are positive, the employee is entitled to have the sample in the third container tested at an approved laboratory, at the employee's expense.
- Section 26.6.10 A list of three (3) approved testing laboratories will be maintained by the employer. These laboratories will conduct any testing directed by the employer. The employer will obtain the approval of the Union as to any laboratories put on this list, which approval will not be unreasonably withheld.
- Section 26.6.11 After two (2) positive test results are received from a split specimen, as set forth above, the employer may require the employee to participate in any rehabilitation that is covered by the employee's health insurance or EAP. Depending upon the nature and severity of the offense, discipline resulting from the positive findings of confirmatory sample testing for controlled substances and/or harmful intoxicants, including termination, may be immediately imposed or reasonably deferred pending rehabilitation of the employee, at the sole option of the employer.
- Section 26.6.12 Termination resulting from the positive findings of confirmatory sample testing for alcohol and prescription drugs prescribed to the employee will be deferred on the first occasion pending rehabilitation of the employee. However, if said use resulted in loss or damage to Township property or liability of the Township to a third party, immediate termination may be imposed even though the employee is referred to a rehabilitation program. An employee who participates in a rehabilitation program will be allowed to use sick leave, vacation leave, leave of absence, and compensatory time for the program for the period of the rehabilitation. The employer is not required to offer an opportunity at rehabilitation to any employee who tests positive for any other controlled substance or harmful intoxicant. The employee will be required to execute medical releases authorizing the provision of information to the employer regarding the employee's treatment and rehabilitation.
- Section 26.6.13 Upon successful completion of such program, and upon receiving results from a retest demonstrating that the employee is substance free, the employee will be returned to his/her former position and subject to random testing for a period of twelve (12) months. Any employees in the above mentioned rehabilitation programs that are placed on medical leave of absence without pay because of a

lack of accrued sick leave will retain only such benefits and seniority as is provided under other applicable Articles of this Agreement.

- Section 26.6.14 If the screening test is positive and the circumstances surrounding the incident are of such severity and egregiousness that immediate discipline is reasonable and appropriate, or if the employee refuses to undergo rehabilitation, or if they fail to complete a program of rehabilitation, or if they test positive during substance abuse tests within twelve (12) months after his/her return to work from a program, the employee will be subject to discipline for any violation of law or policy that occurs while on duty in conjunction with said substance or alcohol use (e.g., DUI, insubordination, etc.)
- Section 26.6.15 Costs of all drug/alcohol screening tests and confirmatory tests will be borne by the employer except that any test initiated at the request of the employee, or otherwise not mentioned, will be at the employee's expense.
- Section 26.6.16 The employer may conduct three (3) tests over a period of twelve (12) months from the time of an employee's return to work following rehabilitation. However, drug/alcohol testing may be required of any employee, at any time, based upon reasonable suspicion or if randomly selected.
- Section 26.6.17 Only for purposes of implementing provisions of this Section, each bargaining unit member who undergoes substance testing will execute a medical release in order for the employer to obtain the results of the drug/alcohol screening testing. Except as otherwise provided by State or Federal law with regard to communicable diseases, or without further authorization of the employee, the releases referred to in this Article will authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical findings may be released without the express written permission of the employee.
- Section 26.6.18 The provisions of this Agreement will not require the employer to offer a rehabilitation program to any employee more than once.
- Section 26.6.19 Any bargaining unit employee who has been ordered to undergo blood, urine or hair testing may, upon request, be accompanied to the testing site by a steward or co-worker. No test will be delayed due to the tardiness of the employee's representative or co-worker. The employee's steward or co-worker will be given reasonable time to attend.
- Section 26.6.20 Results of all tests administered pursuant to this Article will constitute medical information and will not constitute a public record unless otherwise provided under Ohio law. There will be equal and fair treatment to all bargaining unit employees.

Section 26.6.21 The reading and interpretation of the specimen results will be done by a Medical Review Officer who will be a licensed physician responsible for receiving laboratory results generated by an employer's substance testing program, who has knowledge of substance abuse disorders, and who has appropriate medical training to interpret and evaluate an individual's confirmed positive test results in conjunction with his/her medical history and any other relevant biomedical information. This individual will have documented scientific qualifications in analytical testing procedures.

Section 26.6.22 The employer and the certified laboratory will develop and maintain a clear and well-documented procedure for collection, shipment and accessing of specimens under this Article.

Section 26.6.23 A proper chain of custody will be maintained on all specimens taken.

Section 26.7 – Prescription Drug Use

Section 26.7.1 The Township does not prohibit employees from using prescription drugs, provided:

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

Section 26.7.2 A supervisor, acting on reasonable suspicion, will give the employee who is using prescription medication according to the dosage prescribed, and for appropriate medical treatment purposes, the opportunity to explain the circumstances of obtaining the prescription. If the prescription is lawfully filled and used according to the dosage prescribed, and if it is used for a reasonable medical treatment purpose, the explanation will serve as an affirmative defense.

Section 26.7.3 The Township reserves the right to apply the disciplinary procedures of this policy, including requiring a drug and/or alcohol test, to any employee who uses prescription drugs in a manner which violates these rules.

Section 26.8 – Off-Duty Consumption of Alcohol

Employees will not consume alcoholic beverages within eight (8) hours of reporting for duty or while in uniform. If called in for duty, employees must notify their supervisor, prior to reporting, if they have consumed alcohol within the previous eight (8) hours. Any testing conducted pursuant to this Article, will contain procedures that recognize and accommodate the potential that an employee's results may initially test positive for alcohol, notwithstanding compliance

with the eight (8) hour requirement of this section, and will undertake additional inquiry into the basis for the reading.

ARTICLE 27

Wages

Section 27.1 – Pay Increases

Wage increases during the term of this Agreement are as follows (*Also see Appendix A*):

Sergeants:	
November 12, 2017 – November 11, 2018	3.25% increase
November 12, 2018 – November 11, 2019	2.75 % increase
November 12, 2019 – November 11, 2020	2.5 % increase

Section 27.2 – Longevity Pay

Employees promoted to the rank of Sergeant prior to November 11, 2017 will receive an annual lump sum payment of \$750.00. Payment will be paid each calendar year in December.

Section 27.3 – Field Training Officer

Any sergeant who is a Field Training Officer (FTO) and has a trainee assigned to him shall receive a one dollar an hour increase in pay for the entire period that the trainee is assigned.

Section 27.4 – Employee’s PERS Contribution

The Township does not contribute toward the employee’s share of PERS funding.

Section 27.5 – Lateral Entry

The Police Chief may recommend to the Administrator that a new employee be appointed to a vacant position within the Bargaining Unit above the probationary pay level. A new employee starting above the entry level position will be expected to have the same knowledge and skill level of an employee at that pay grade at which the employee is placed. In filling a vacant position above the entry level, the Police Chief shall document his recommendation to the Administrator. An employee starting at a rate above entry level shall serve a six (6) month probationary period and, during the probationary period, be paid at a rate that is ten percent (10%) below the step level recommended by the Police Chief. The employee will complete an additional six (6) month probationary period at the pay rate step recommended by the Police Chief. The employee’s total probationary period shall not exceed twelve (12) months, except that the employer, at its discretion, may extend the lateral hire’s probationary period by the length of the employee’s absence from work due to illness or injury during the initial probationary period.

APPENDIX A

SALARY SCHEDULE – SERGEANT

Step	Current	11/12/2017		11/12/2018		11/12/2019	
	<i>% Increase</i>	3.25%	<i>OT Rate</i>	2.75%	<i>OT Rate</i>	2.50%	<i>OT Rate</i>
Probation	\$33.06	\$34.13	\$51.20	\$35.07	\$52.61	\$35.95	\$53.93
Non-Probationary	\$35.06	\$36.20	\$54.30	\$37.20	\$55.80	\$38.13	\$57.20

In WITNESS thereof, the parties to this Agreement have set their hands this 4th day of January, 2018.

THE BUTLER TOWNSHIP BOARD OF TRUSTEES AUTHORIZED THE TOWNSHIP ADMINISTRATOR AND THE CHIEF OF POLICE TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE OF OHIO, OHIO LABOR COUNCIL, INC. UNDER RESOLUTION 17-44 ON NOVEMBER 27, 2017.



ERIKA VOGEL, TOWNSHIP ADMINISTRATOR

MANAGEMENT TEAM:



JOHN PORTER
CHIEF OF POLICE

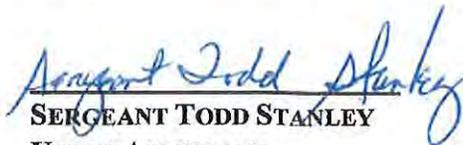


ERIKA VOGEL
TOWNSHIP ADMINISTRATOR

FOP/OHIO LABOR COUNCIL:



JOEL GLASSER
FOP / OLC STAFF REP.



SERGEANT TODD STANLEY
UNION ASSOCIATE



SERGEANT LONNIE BILBREY
UNION ASSOCIATE

BOARD OF TRUSTEES:

- MR. JOE FLANAGAN, PRESIDENT
- MR. MIKE LANG, VICE-PRESIDENT
- MR. KEN BETZ, TRUSTEE