

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

STATE EMPLOYMENT
RELATIONS BOARD
MAY 17 11 01 AM '99

| | | |
|--|---|------------------------------|
| IN THE MATTER BETWEEN | : | Fact-Finder's Report |
| LIBERTY TOWNSHIP TRUSTEES | : | 98-MED-10-0960 |
| | : | 98-MED-10-0961 |
| And | : | |
| OHIO PATROLMEN'S BENEVOLENT ASSOCIATION | : | Hearing Date: April 30, 1999 |
| Patrolmen, Sergeants and Captains | : | Report Dated: May 13, 1999 |

**Fact-Finder
Thomas L. Hewitt**

APPEARANCES

FOR THE TOWNSHIP:

Dennis Haines, Attorney
Joseph Caruso, Administrator
Jack Simon, Trustee
Mike Pilolli, Chief of Police

FOR THE ASSOCIATION:

S. Randall Weltman, Attorney
James Cerenelli, Representative
William F. Wilson, FOP President
Thomas R. Couche, Jr., Union Director
Peter DeAngelo, Representative
Stephen P. Remner, Representative
Michael W. Haynie, Representative
Charles E. Sayre, Jr., Representative
Kenneth E. Feigert, Representative

BACKGROUND

These fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law and the rules and regulations of the State Employment Relations Board, as amended. A full and complete fact-finding hearing was held on April 30, 1999 by duly appointed Thomas L. Hewitt, Fact-finder. All witnesses were sworn. In addition the fact-finder attempted mediation, which was successful to a degree but did not completely resolve all issues as wages were outstanding.

The fact-finder analyzed the testimony and evidence with particular attention to the following factors:

1. Past collectively bargained agreements between the parties;
2. A comparison of unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
4. The lawful authority of the public employer;
5. Any stipulations of the parties; and
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

ISSUES AND FINDINGS

WAGES

The fact-finder will address wages first as this is the predominant factor in the fact-finding since all issues are related one way or another to the cost of the package.

The thrust of the officers' economic proposal was three-fold. The three (3) factors the officers believe would support more than the "average" police wage increase for the next three years (this contract) were:

1. In prior years when the Township was economically distressed, the police accepted less than the average settlement of the time and, therefore, are entitled to catch-up for that period. The Township Trustees promised the Police that when the Township's economic position improved they would be granted make-up increases. Now there has been a police levy of 1.2 mills and an unexpected estate settlement that provided more than a million dollars to the Township. The Township can now afford the correction.

2. The Township Firemen have received a larger percentage increase in the past than the Policemen. The main basis for this is the Policemen were granted a \$300 signing bonus plus a percentage increase for a year's extension while the Firemen received a one percent (1%) increase added to their base rate. However, both received the same percentage increase overall.

3. Based on the average annual salaries in the two contiguous counties (Trumble and Mahoning) the Liberty Township Policemen are below the average.

In addition as a supporting factor, the incident response in the Township has drastically increased and the Policemen are answering more calls than other departments of similar size and location.

Rationale. The fact that the Township has passed a police levy of 1.2 mills is significant as it relates to the ability of the Township to pay. Also, the fact that the Township experienced a windfall of one million dollars from an estate does not carry with it any wage increase rights to the Policemen; however, it does contribute to the Township's ability to pay. The Township did not make an inability to pay claim in this negotiation.

A salient point of the Policemen's argument was the wage increase granted the Firemen. It must be pointed out that the Policemen wish to select the best portions of the Firemen's contract, but when the Policemen were offered the total Firemen's contract by the Township they were not willing to accept the lesser wage structure and other lesser benefits of the Firemen's contract. The Policemen advanced the argument that the Firemen have non-productive time while the Policemen are required to be constantly diligent and alert in the performance of their duties. This is true; however, the Firemen's pay scale is \$3,000 less than that of the Policemen.

The Police Association argues that in the past there were two (2) years when the Policemen received no wage increase. Investigation evidences that in these specified two years the wage increases were, at the direction of the Association, diverted into the pension plan so the Policemen could achieve a higher pension plan benefit.

An analysis of surrounding similar-sized and similar-type communities does not reflect any great wage disparity, as alleged by the Association. Girard Township, which is comparable in kind, has a similar pay scale. The other comparisons of cities and townships, such as the Township of Boardman, have different tax bases and different demographics, which the fact-finder has considered. Pay scale comparisons alone are not a determining factor. Other contractual benefits such as holidays, vacations, insurance, pensions, etc. increase the cost as much as 50%. Factors such as longevity, shift differential, payment for temporary transfers, and court time are all wage payments that deserve consideration. Therefore, a total package analysis is prudent and necessary.

The fact-finder has made such considerations along with the fact that the same percentage increase received by the Firemen and Police results in a lower dollar increase for the Firemen who have a lesser salary schedule. Continued percentage increases accentuates the wage scale differential between the Police and Firemen.

Another important cost factor in this package is the total pick-up of future increases in the insurance package by the employees. Increases of approximately 10%

are projected. Contributing to the insurance coverage by the work force is the current trend in bargaining.

Finding:

The wage increases for the 3 years shall be 5%, 4.5% and 4.5% for both units based upon their annual base rate for the year January 1, 1998. This is a wage increase in excess of current published police and public sector settlements and should resolve the catch up claim of the officers.

It is noted this total package of benefits and wages exceeds cost-of-living increases and a three percent (3%) annual improvement factor included in other reported settlements of both the police, public and private sectors for the years involved.

* * * *

CERTIFICATIONS

Rationale. The Policemen maintain that the Firemen receive a \$75 monthly bonus for becoming and maintaining paramedic certification and for equality the Police should receive a \$75 monthly stipend for firearm proficiency. Paramedic certification is achieved through payment for the education by the Township and earned on Township time. Conversely, the Policemen do not receive a monthly firearm proficiency stipend and they are required to be annually certified in firearms. These two certifications should require equal payment; therefore, the Policemen should receive \$75 per month, the same as the Firemen.

Finding:

Regarding the certifications requiring firearm proficiency versus paramedic certification, the fact-finder finds there is a great disparity between the experience, knowledge and training required to become a paramedic and to maintain such certification as opposed to that required to achieve and maintain firearm proficiency. Also, firearm proficiency is necessary for a Policeman and the paramedic certification is a voluntary addition for the Firemen. Therefore, the fact-finder rejects this additional request for a monthly economic stipend even though other fact-finders may have found a nexus between the two. An

analysis of one benefit cannot stand wholly on its own. The total cost of the package is a consideration. The selection of the best benefit from each of many contracts is not feasible, as the cost of the total package is the overriding consideration.

* * * *

PENSION PLAN:

Rationale. The Township contributes 10% of the Firemen's annual salary to a pension plan while only contributing 9% of the Policemen's salary. Based upon testimony and evidence, the Township maintains two pension plans. Several years ago the Firemen and Policemen were provided an option as to which pension plan they prefer. They each chose a different plan. The Policemen's plan has achieved better performance and pays a higher pension than the Firemen's plan. Therefore, there was no disparity in the payment since the Township pays 100% of the contributions to both plans and thus a 1% increase for the Police is not found to be warranted.

Finding:

It is found that no change is required in the pension funding.

* * * *

Agreement on the following Articles was tentatively reached through mediation and it is not necessary to include the rationale of the parties:

ARTICLE XI – VACATIONS

Bargaining unit employees shall enjoy the following vacation schedule:

| <u>Years of Service</u> | <u>Paid Days Off</u> |
|-------------------------|----------------------|
| 1 to 5 years | 2 weeks (10 days) |
| After 5 years | 3 weeks (15 days) |
| After 11 years | 4 weeks (20 days) |
| After 17 years | 5 weeks (25 days) |
| After 23 years | 6 weeks (30 days) |

ARTICLE XII – SICK LEAVE

Section 3. If any employee hired prior to April 1, 1989 becomes totally disabled or retires, the Township will purchase the unused portion of his sick leave at the rate of 33 1/3% of the unused portion. Any employee hired after April 1, 1989 who becomes totally disabled or retires, will be entitled to receive a cash payment for 33 1/3% of the unused portion of his sick leave up to a maximum of:

| | | | |
|------|----------|----|-----------|
| 1999 | 100 days | or | 800 hours |
| 2000 | 110 days | or | 880 hours |
| 2002 | 120 days | or | 960 hours |

New Section 4. In the event that an employee does not use any sick leave, worker's compensation or leave of absence in a calendar year, the employee shall be entitled to a sick leave incentive bonus in accordance with the following schedule:

| | |
|------------------------------|-------|
| First Calendar Year Quarter | \$100 |
| Second Calendar Year Quarter | \$200 |
| Third Calendar Year Quarter | \$200 |
| Fourth Calendar Year Quarter | \$100 |

Provided however, that the maximum sick leave incentive bonus paid in a calendar year shall not exceed \$600.

ARTICLE XVIII – LONGEVITY PAY

All employees of the bargaining unit hired prior to April 1, 1989, shall be granted longevity pay as follows: Four Dollars (\$4.00) per month for each completed year of service up to the maximum of twenty-three (23) years.

ARTICLE XXVIII – COURT TIME AND CALL OUT PAY

Section 3. Call out pay:

1. On Call Detectives:
 - A. 5 hours extra pay at regular pay rate plus –
 - B. 1.5 times regular pay for all hours actually worked.

LIFE INSURANCE

Life insurance shall be increased to \$30,000 in the year beginning January 1, 1999 and \$35,000 in the year beginning January 1, 2000.

ARTICLE XXXIII - DURATION:

This Agreement shall be retroactive to January 1, 1999 and shall continue in full force and effect until December 31, 2001.

* * * * *

OTHER NEW CONTRACT LANGUAGE ISSUES

CORRECTIVE EYE SURGERY

Rationale. This is considered a safety benefit for obvious reasons. Other police departments are adopting this benefit.

Finding:

Based on safety reasons, each employee shall receive a one time benefit for corrective surgery of each eye. This benefit is for employees only and the Township shall pay 80% or a maximum of \$1,600 per eye. The employee shall be required to contribute the other 20%.

RESIDENCY REQUIREMENT

Rationale. By living in the community the police are able to respond more quickly to emergencies. Police cars parked at a residence in a neighborhood provide security for the citizens. In addition, resident employees contribute to the tax base from which they receive their wages.

Finding:

Any bargaining unit employee hired on or after January 1, 1999 shall, as a condition of employment, be and remain a resident of Liberty Township. Any bargaining unit

employee violating this residence agreement or the Township's residency policy, which shall not be in conflict with this Agreement, shall be subject to termination.

If terminated, an employee's recourse to the grievance procedure will be limited to a determination of the employee's residency. The arbitrator shall not have the power to mitigate, change, or otherwise alter the penalty imposed by the Trustees for violation of this Agreement.

DRUG AND ALCOHOL TESTING

Rationale. As with corrective eye surgery, this is a readily accepted procedure in other police departments and is now included in public sectors as well as private sector contract, specifically those contract which require judgment or public service.

Finding:

All bargaining unit employees, as a condition of their employment, will be subject to the drug and alcohol testing adopted by the Board of Trustees. The drug and alcohol testing policy applicable to all bargaining unit employees is attached hereto as Addendum A to the collective bargaining agreement.

Any disputes arising out of the implementation of the drug testing policy or discipline arising from the policy shall be subject to the parties' grievance procedure.

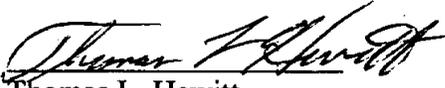
* * * * *

All other items including limitations on vacation carryover, uniform allowances, removal of two tier for holiday pay, contributions to the hospitalization plan, minimum manning position, filling temporary shift assignments, the series of proposed language changes presented by the Township including the definition of a grievance and any and all other proposals or demands are denied.

98 MED-10-0960
98 MED-10-0961

It is noted this total package, including wages, is in excess of cost-of-living increases and an annual improvement factor of other reported settlements of both the police, public and private sectors for the years involved.

Issued on the 13th day of May, 1999.


Thomas L. Hewitt
Fact-Finder

LIBERTY TOWNSHIP POLICIES & PROCEDURES FOR A DRUG FREE WORKPLACE

SECTION 100: PURPOSE & SCOPE

1. The Employer and the Employee hereby agree that illegal drugs in the workplace are a danger to us all. They impair health, safety and welfare, promote crime, lower productivity and quality, and undermine the public confidence in the work we perform as public servants. Therefore, the Employer and the Employee will not tolerate the illegal use or illegal presence of drugs or alcohol in the workplace.

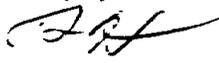
In addition, in an effort to protect the public health, safety and welfare, and to uphold public confidence in the work performed by the Employer and Employee hereby agree that employee drug and alcohol testing should be addressed.

The purposes of this Article are twofold: 1) to publish a formal policy regarding illegal drugs or alcohol in the workplace and to notify employees of the consequences of illegal use, possession, distribution, or manufacture of controlled drugs or alcohol in the workplace; 2) to establish terms, conditions and procedures regarding the drug and alcohol testing of bargaining unit members.

The Employer and Employee hereby agree that any location at which Employer's business is conducted is hereby declared to be a "*Drug-Free Workplace*". This means *all employees are absolutely prohibited* from manufacturing, distributing, dispensing, possessing or using controlled substances in the workplace. Reporting for work while under the influence of illegal drugs, or with any residual effect from illegal drug use is likewise prohibited.

Furthermore, the Employer and Employee hereby agree that *all employees are strictly prohibited from consuming alcohol* while on duty and anytime while the employee is upon the Employer's premises. Reporting for work while under the influence of alcohol, with any residual effects of alcohol consumption (e.g., impaired judgment, sickness, impaired reflexes, etc.), or where there is any evidence of alcohol consumption (e.g., odor of alcohol on the breath) is prohibited. Additionally, all employees are prohibited from consuming alcohol during their designated lunch break or meal period and while off duty when employees are in the Employer's uniform.

All employees understand that any building, facility, structure, property, etc. or contents thereof (i.e., employee lockers, offices, desks, etc.), owned or leased by the Employer are subject to unannounced inspection at any time by appropriate supervisory personnel. Unannounced inspection of employee lockers, however, shall be based on reasonable suspicion.

No alcohol may be consumed within four (4) hours ^{PREVIOUS TO} performing the employee's duties. 

2. The possession, sale, or distribution by an employee of alcohol or a drug while on duty or at anytime while on the Employer's premises shall constitute cause for discipline including possible discharge of the employee. The actual consumption or ingestion of alcohol or a drug by an employee while on duty or at anytime while on the Employer's premises shall constitute cause for discipline including possible discharge of the employee, irrespective of whether the Employer elects to test the employee in accordance with the procedures herein. The conviction of an employee for any felony, a legal element of which requires proof of possession, sale, use or distribution of a drug shall constitute cause for discharge at anytime during the course of employment.

3. This policy applies to all employees of the Township with the exception of the Road Department Drivers and Mechanic which are subject to DOT, Drug and Alcohol Testing.

SECTION 103: PROCEDURES FOR RANDOM TESTING

This shall be unannounced testing (drug testing) that occurs for 50% of the total work force each year. There will be an equal probability of selection each time testing occurs. Random testing will be based on an objective and non-discretionary computer program operated and maintained by an outside contractor. Random testing shall not include testing for alcohol.

Testing shall normally occur during duty hours. If the testing facility is not open and employees are required to stay over their scheduled shift for testing, they will be reimbursed at the appropriate rate of pay.

Individuals, who test positive during random testing, will be referred to a substance abuse professional. The individual shall not return to work until all recommended counseling and treatment is completed at the employee's expense except to the extent services are covered by the Township's Health Insurance program. Employees who test positive must sign a release of medical information statement.

SECTION 104: POST ACCIDENT/INCIDENT TESTING:

Employees involved in any accident in which injury to persons or damage to property occurs, shall as soon as practicable be tested for alcohol and controlled substances.

"Accident" means an unplanned, unexpected, or unintended event that occurs on the employer's property during the conduct of the employer's business, or during working hours, or which involves employer-supplied motor vehicles or motor vehicles used in conducting the employer's business, or within the scope of employment, and which results in any of the following.

- a) A fatality of anyone involved in the accident.
- b) Bodily injury requiring medical attention at a hospital or medical facility.
- c) Disabling vehicular damage or damage to a vehicle which requires it to be towed from the scene with damage in apparent excess of \$2,000.00.
- d) Non-vehicular damage in apparent excess of \$2,000.00.

An alcohol test should be administered within two (2) hours following the accident/incident and the Township shall cease attempts to administer the test after eight (8) hours. Failure to submit to a test within eight (8) hours shall be deemed a "refusal".

The urine sample for a post-accident/incident drug test shall be collected as soon as possible and the Township shall cease attempts to administer a post-accident/incident drug test thirty-two (32) hours following the accident/incident. Failure to submit to a test within eight (8) hours shall be deemed a "refusal".

All employees who are responsible for an accident/incident injury in the workplace that causes an injury to himself or to others requiring medical attention, may be subject to Post Accident Testing. The Township can defer the test if it is determined the test is unnecessary.

A decision of whether or not to administer a post-accident test shall be made the employee's Department Head provided that he was not involved in the accident/incident. If the Department Head was involved in the accident/incident, the Township Administrator will make the decision. The determination shall be based on the best information available at the time.

The employee shall not ingest any alcohol nor drugs until testing has been completed.

Employees who seek medical attention and file a claim with BWC following an accident, shall be required to take a drug test immediately upon Township notification of the injury.

- c) **Prepare appropriate documentation and take appropriate disciplinary action.**
- d) **Supervisors are prohibited from demanding or encouraging drug or alcohol testing that does not follow the guidelines established in this policy. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit appropriate disciplinary action which could include discharge.**
- e) **The Supervisor shall follow the chain of command and proper notification shall follow up the chain of command including but not limited to the Department Head, the Administrator and Trustees.**
- f) **If the employee refuses to submit to the test, warn the employee that he/she may not return to his/her covered position until he/she passes a test, and explain to him/her that a refusal to test is considered a positive test.**
- g) **The Township or supervisor cannot be expected to determine whether an employee has a substance abuse problem. Even treatment professionals have difficulty identifying such problems. Substance abuse problems can often be confused with emotional difficulties, reaction to stress, physical illness, and other causes.**
- h) **There are some behaviors which suggest the possibility of an abuse problem. The presence of one of these behaviors probably does not mean the employee has a problem; the presence of several suggests that the employee does have a problem, whether it is substance abuse or something else. Some of the behaviors often found in people with substance abuse problems may include:**
 - 1. **Being continually late for work, especially after a day missed.**
 - 2. **Displaying a change in safety record; more accidents or near-accidents, more safety violations, etc.**
 - 3. **Getting traffic tickets or warnings for speeding, reckless operation.**
 - 4. **Driving under the influence, etc.**
 - 5. **Displaying abrupt mood swings or unexplained, inconsistent changes in the mood or energy level as the day goes on.**
 - 6. **Missing appointments.**
 - 7. **Increasingly missing work and calling in sick, particularly when the calls are made by the spouse, not the worker.**
 - 8. **Taking long breaks, particularly if there is a noticeable change in mood or energy level after the break.**
 - 9. **Disappearing at times throughout the day and not being able to account for those times.**
 - 10. **Becoming isolated from other workers or any other change in relationships with co-workers.**
 - 11. **Being unable to get along with co-workers; or a previously friendly person, avoiding others.**
 - 12. **Although these problems are some symptoms that may indicate a problem, they are by no means all of them. A good rule of thumb is to investigate any situation that has**

utilizing any accrued time available. Subsequent offenses, for the term of the employee's employment, shall be treated with progressive discipline that may result in termination. A test result of .04 or greater shall be considered a "positive" test.

SECTION 107: TEST RESULTS: DISCIPLINE

All test results shall be treated as confidential medical records.

If the results of the test shows that the employee while on duty was under the influence of or drank, smoked, inhaled or injected alcoholic beverages, marijuana, cocaine, PCP, non-prescribed amphetamines or any other controlled substances, appropriate disciplinary action may be administered after the following procedure has been followed:

The MRO shall first contact the employee testing positive, then notify the employer.

The employee shall be given a copy of the laboratory report of the specimen sample before discipline is administered. The employee, within seventy-two (72) hours of receipt of actual notice from the MRO must request that the split sample be forwarded by the first laboratory to another independent and unrelated DHHS approved laboratory. Failure of the employee to have a second test performed shall not be used against the employee as a basis for discipline or in an arbitration proceeding. For a first offense of the Drug and Alcohol Policy, other than a post accident or a critical incident, (alcohol over .04, drug any positive test) an employee will be given an opportunity to participate and successfully complete a rehabilitation program. For failure to participate in or successfully complete a rehabilitation program or for a subsequent offense, an employee will be subject to discipline up to and including discharge. The union shall be immediately notified upon the request of the employer.

If an employee who has tested positive for drug or alcohol abuse under this policy is referred to an inpatient or outpatient treatment program, said employee shall sign a release of medical information statement and all drug test results, records of admission progress, discharge and after care will be forwarded to the Township. Records regarding rehabilitation will be kept in confidential files separate from personnel files. The employee will be permitted to work provided the recommended treatment program does not prevent the employee from working. Work continuation is dependent upon documentation of the employee's continued, successful participation in the recommended after-care programs.

Employees who follow the recommendations of the counseling and rehabilitation program as established by the SAP will be required to provide a negative drug and/or alcohol test prior to returning to work. An alcohol test of over .02 is a positive test for these purposes. The employee is subject to unannounced testing that consists of at least six (6) tests in the first twelve (12) months following the employee's return to duty. Based on the recommendation of the SAP, the Township may continue follow-up testing for an additional two (2) years.

SECTION 108: VOLUNTARY ASSISTANCE

Employees can request to use vacation, paid sick leave, or medical leave of absence to voluntarily enter inpatient medically supervised rehabilitation facilities. Rehabilitation leave is subject to reasonable limitation and the Township's insurance policy.

SECTION 109: SUPERVISOR TRAINING

Supervisors shall be trained annually:

- a) To recognize the symptoms of drug abuse, impairment and intoxication and to identify the elements of determination of reasonable suspicion.
- b) To effectively and appropriately intervene in reasonable suspicion instances.
- c) To identify basic categories of drugs and their effects.

The Township will contact the prior employers of the candidate to review testing results of the past two (2) years. The candidate must permit this inquiry. If applicable, the employer will review the candidate's compliance with any prior substance abuse professional.

SECTION 301: CONFIRMATION TEST

The Township will hire a candidate only when written confirmation of negative test results has been received by the Township's designated representative from the Medical Review Officer (MRO).

SECTION 302: SCOPE

All persons will be tested under this category before they are hired or can be assigned into a covered position.

SECTION 303: DOCUMENTATION OF TEST RESULTS

Records will be retained for one (1) year on all employees passing a pre-employment drug test. Records will be retained for five (5) years on candidates not passing a pre-employment drug test.

SECTION 304: BWC PREMIUM DISCOUNT PROGRAM

The Township is committed to and will continue the program established as part of the Bureau of Workers' Compensation Program to improve workplace safety and safety awareness.

LEGAL REFERENCES:

- Ohio Revised Code Chapter 3719
- Federal Controlled Substances Act, 21 U.S.C. 812
- Drug Free Workplace Act of 1988, Public Law 100-790 (1988)
- Omnibus Transportation Employee's Testing Act of 1991
- Department of Transportation Regulations

EXHIBIT B
Items Previously Agreed Upon

Contract Duration January 1, 1999 - December 31, 2001

Adding Trustees/Administrator to Trustees

ARTICLE III, Section 2

In the event there are no fair share fee pay, the above requirements shall not be required. If the Township is subject to SERB charges or litigation arising from the OPBA rebate procedure or audit, the OPBA will indemnify and hold harmless the Township for any resulting damages and/or attorney's fees.

ARTICLE IV, Section 1.

No more than two (2) bargaining unit members or their designee, with counsel ...

ARTICLE IV, Section 2.

Written responses promised by either the Township Trustees/Administrator or Chief and the OPBA during such meetings to matters raised by the OPBA representatives or the Township will be submitted to the respective parties designees who attend such meeting, within fourteen (14) calendar days after such meeting, unless the parties mutually agree to a time extension.

ARTICLE VII:

Section 1. A patrolman or Probationary patrolman, who replace a Sergeant, or Captain will be paid the salary of the Sergeant, or Captain whom he replaces for such period as he performs the duties of the higher rank in accordance with the practices of the Department. Wages will be paid hour by hour.

ARTICLE XXVIII

Return to original language and both parties remove items from the table.

Township: Subject to Chief of Police approval, Court time shall be granted to all officers in the following situations:

Union: Court time to time and one-half (1 1/2) of the actual time expended. This time will not be less than 2 hours at time and one-half (1 1/2) or 3 hours as specified in Art. XXVIII, 3, sub section 2.

Section 2. Court time shall be granted to all officers in the following situations: