

SUGARCREEK TOWNSHIP
RESOLUTION NO. 2015.06.17.03

IN RE: Termination of Full-time Lieutenant – Christopher Keene

WHEREAS, Christopher Keene has served Sugar creek Township in the full-time capacity since May 8, 2006 and,

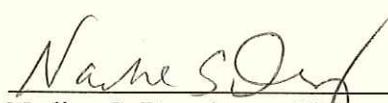
WHEREAS, the Township Trustees received a complaint of alleged misconduct against several Fire Department employees; and,

WHEREAS, the alleged misconduct was fully investigated by a neutral third party; and,

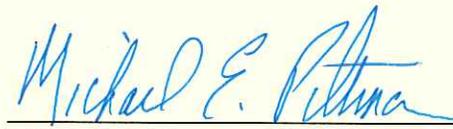
WHEREAS, once the investigation was complete it was determined that Mr. Keene had violated several articles in the Sugar creek Township Personnel Manual; and,

WHEREAS, the letter sent to Mr. Keene, which lists his violations and his remaining responsibility to the Sugar creek Township Fire Department, is attached to this resolution.

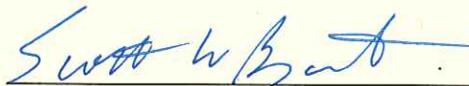
NOW THEREFORE, BE IT RESOLVED, the Board of Township Trustees hereby terminates the employment of Christopher Keene from the Sugar creek Township Fire Department effective June 17, 2015.



Nadine S. Daugherty, Chairperson



Michael E. Pittman, Vice Chairperson



Scott W. Bryant, Trustee



Theodore L. Hodson, Fiscal Officer

1803

SCENIC
Sugarcreek
TOWNSHIP
Ohio

An Open Space Community

June 18, 2015

Christopher Keene
2067 Bonniedale Drive
Bellbrook, Ohio 45305

Mr. Keene:

Please be advised that you are being terminated, effective June 17, 2015, for violating sections of the Sugarcreek Township Personnel Policies and Procedures Manual, as listed below. A copy of the Resolution is attached.

- 1) 8.1 Character and Workplace Behavior; 8.3 Rules of Conduct and Performance; 8.3.7 Conduct that may cause injury or embarrassment to individuals; 8.3.14 Failure to support or carry-out Township policies, rules or regulations; 8.3.17 Dishonesty; 8.3.23 Use of intemperate or abusive language, or acting in a disrespectful manner to any employee, supervisor, elected official and the general public; 8.3.29 Threatening, intimidating, or coercing another employee, supervisor or the general public; 8.3.40 Failure to comply with the provisions of this document; and 8.7.2 unlawful discrimination and harassment. These violations occurred when you made statements on two separate occasions, the first to a female employee's boyfriend and the second to a male employee, that if a ring was not put on it you would "fuck it" when referencing the female girlfriends. When questioned about these two separate statements, you denied ever making this type of comment. At least two witnesses heard you make statements to this effect.

- 2) 8.1 Character and Workplace Behavior; 8.3 Rules of Conduct and Performance; 8.3.7 Conduct that may cause injury or embarrassment to individuals; 8.3.14 Failure to support or carry-out Township policies, rules or regulations; 8.3.17 Dishonesty; 8.3.23 Use of intemperate or abusive language, or acting in a disrespectful manner to any employee, supervisor, elected official and the general public; 8.3.24 using abusive language, particularly as it applies to a person's sex, age, race, nationality or religion; 8.3.31 making false, vicious, or malicious statements about the Township, a fellow employee, or elected officials; 8.3.36 unethical conduct during working hours or any time on Township property; 8.3.40 failure to comply with the provisions of this document; and 8.7.2 unlawful discrimination and harassment. These violations occurred on several occasions when you made comments to fellow male employees about "fucking" their

wives or girlfriends or “banging the bottom out of that box”. These statements were made in front of numerous witnesses and were made both on and off-duty. When questioned about this type of behavior, you denied ever making these comments. However, numerous individuals consistently reported that you made these statements.

- 3) 8.1 Character and Workplace Behavior; 8.3 Rules of Conduct and Performance; 8.3.7 Conduct that may cause injury or embarrassment to individuals; 8.3.14 Failure to support or carry-out Township policies, rules or regulations; 8.3.15 Coercing, inciting, bribing or otherwise inducing employees to engage in any practice that violated Township policy or in any other conduct contrary to the Township’s well-being; 8.3.17 Dishonesty; 8.3.23 Use of intemperate or abusive language, or acting in a disrespectful manner to any employee, supervisor, elected official and the general public; 8.3.24 using abusive language, particularly as it applies to a person’s sex, age, race, nationality or religion; 8.3.31 making false, vicious, or malicious statements about the Township, a fellow employee, or elected officials; 8.3.36 unethical conduct during working hours or any time on Township property; 8.3.40 failure to comply with the provisions of this document; and 8.7.2 unlawful discrimination and harassment. These violations occurred on several occasions when others under your command made inappropriate comments at the workplace such as “cunts/dicks,” “useless female orifices,” “fag,” “faggot” and “nigger.” You either failed to take action or laughed at such comments and/or told subordinates “I didn’t say it.” By hearing this statement made by your subordinates and not taking appropriate action, as an officer within the Fire Department, you were encouraging this same behavior from other employees and putting the Department and Township in jeopardy of liability.
- 4) 8.1 Character and Workplace Behavior; 8.3 Rules of Conduct and Performance; 8.3.7 Conduct that may cause injury or embarrassment to individuals; 8.3.14 Failure to support or carry-out Township policies, rules or regulations; 8.3.15 Coercing, inciting, bribing or otherwise inducing employees to engage in any practice that violated Township policy or in any other conduct contrary to the Township’s well-being; 8.3.23 Use of intemperate or abusive language, or acting in a disrespectful manner to any employee, supervisor, elected official and the general public; 8.3.24 using abusive language, particularly as it applies to a person’s sex, age, race, nationality or religion; 8.3.31 making false, vicious, or malicious statements about the Township, a fellow employee, or elected officials; 8.3.36 unethical conduct during working hours or any time on Township property; 8.3.40 failure to comply with the provisions of this document; and 8.7.2 unlawful discrimination and harassment. These violations occurred when making comments to a fellow employee about his allegedly being gay. These comments were witnessed by several individuals. By making this type of statement or hearing this statement made by your subordinates and not taking appropriate action, as an officer within the Fire Department, you were encouraging this same behavior from other employees and putting the Department and Township in jeopardy of liability. When questioned about this type of behavior, you were unable to remember making these statements, or hearing others make these statements. However, numerous witnesses consistently recall this occurring.

- 5) 8.1 Character and Workplace Behavior; 8.3 Rules of Conduct and Performance; 8.3.7 Conduct that may cause injury or embarrassment to individuals; 8.3.14 Failure to support or carry-out Township policies, rules or regulations; 8.3.17 Dishonesty; 8.3.23 Use of intemperate or abusive language, or acting in a disrespectful manner to any employee, supervisor, elected official and the general public; 8.3.31 making false, vicious, or malicious statements about the Township, a fellow employee, or elected officials; 8.3.36 unethical conduct during working hours or any time on Township property; 8.3.40 failure to comply with the provisions of this document. These violations occurred when using the words “bitch” or “cunt” to describe your former spouse during work hours. There are witnesses to this behavior as well as witnesses to your using other foul and sexist language while at work. When questioned about this type of behavior, you denied ever making these comments.

The factual allegations which support your termination are more specifically outlined in Attorney Duckett’s June 1, 2015 Memorandum attached hereto. It must be noted that not only is it a violation of Township Policies to be dishonest in your employment, you were notified on May 1, 2015 in my Memorandum to you that your failure to answer Mr. Duckett’s questions completely, openly and honestly will result in termination. As set forth in this letter and Mr. Duckett’s Memorandum, you were clearly advised that you would be terminated for failing to be honest.

In 2014 and 2015, you received reimbursements totaling \$3,384.00 for taking college from Columbia Southern University. In accordance with the Agreement between Sugarcreek Township and the Sugarcreek Township Professional Firefighters IAFF Local 4175, Article 24 Section 24.2 Separation from Employment, bargaining unit members who have received reimbursement as set forth in Section 24.1 Reimbursement in excess of \$100.00 must reimburse this expense to the Township upon their resignation or dismissal. The reimbursement is in accord with the following increments beginning with successful completion of education: (1) within 6 months – 100%; (2) from 7-12 months – 50% (3) from 13-18 months – 25%; (4) from 19-24 months – 10%; (5) after 24 months – 0%. Under these guidelines, your reimbursement to Sugarcreek Township is as follows:

- 25% of the March 5, 2014, \$1200.00 reimbursement check \$ 300.00
 - 25% of the April 8, 2014, \$420.00 reimbursement check \$ 105.00
 - 50% of the January 12, 2015, \$882.00 reimbursement check \$ 441.00
 - 100% of the March 2, 2015, \$882.00 reimbursement check \$ 882.00
- Total amount to be deducted from your final paycheck: \$1,728.00

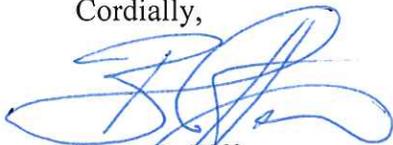
As of June 17, 2015, you have the following balances in your accumulated leave banks:

- Vacation: 138.13 • Wellness: 24.00 • Compensatory: 00.00
- Sick: 1629.88 • Holiday: 00.00

Leave balances (excluding sick leave) will be paid out at the first pay cycle in July and in accordance with Township Policy and/or the Sugarcreek Township Professional Firefighters IAFF Local 4175 Collective Bargaining Agreement. Sick leave is not paid out when an individual resigns his/her employment or is terminated from employment.

Your insurance benefits will remain in effect until the end of June 2015. Any deductions that were taken from your paycheck towards the July premiums will be returned to you at the end of June. A COBRA Continuation Election Notice will be mailed to you outlining your rights under COBRA.

Cordially,



Barry P. Tiffany
Township Administrator

BPT/kns

Enclosures

cc: file