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**LABOR AGREEMENT**

**BY AND BETWEEN**

**THE GOSHEN TOWNSHIP BOARD OF TRUSTEES  
CLERMONT COUNTY, OHIO**

**AND**

**GOSHEN TOWNSHIP POLICE ASSOCIATION (GTPA)**

**SERB CASE NO. 2011-MED-08-1033**

**Effective upon Execution through December 31, 2014**

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**ARTICLE 1**  
**RECOGNITION**

**Section 1.1.** This Agreement is entered into by and between the Goshen Township Board of Trustees, hereafter referred to as the "Employer" and the Goshen Township Police Association, hereafter referred to as the "GTPA" or "Union."

The Employer recognizes the GTPA as the sole and exclusive representative of all employees included in the bargaining unit described in the State Employment Relations Board's order in Case No. 10-REP-06-0104/10-REP-09-0160, or as subsequently amended.

**Section 1.2.** Included employees are all part-time and full-time Police Officers and Corporals.

**Section 1.3.** Employees excluded are all other Goshen Township employees.

**ARTICLE 2**  
**NON-DISCRIMINATION**

The parties agree that their respective policies will not violate the rights or unlawfully discriminate against any person because of sex, race, age, national origin, disability, or military status.

**ARTICLE 3**  
**BULLETIN BOARDS**

The Township agrees to provide bulletin board space in an accessible location for the Union's use in the Police Department. The Union may post notices relating to recreational or social events, election notices, results, notice of meetings, official notices, or other matters related to the affairs of members of the bargaining unit. No obscene, immoral, unethical, scurrilous, or vituperative matter may be posted. The bulletin boards shall be maintained in a neat and orderly manner.

**ARTICLE 4**  
**ASSOCIATION REPRESENTATION**

**Section 4.1.** Following advance notice to the Chief of Police/Township Administrator, representative(s) of the Association shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Association representative shall identify himself/herself to the Employer or the Employer's designee.

**Section 4.2.** The Employer shall recognize no more than one (1) employee per shift, designated by the Association, to act as Association steward for the purposes of processing grievances in

accordance with the grievance procedure. The employees so designated shall be recognized as stewards as provided herein.

**Section 4.3.** The Association shall provide to the Chief of Police/Township Administrator an official roster of all Association stewards which is to be kept current at all times and shall include the following:

- A. Name
- B. Preferred method of contact
- C. Association office held

No employee shall be recognized by the Employer as an Association steward until the Association has presented the Employer with written certification of that person's selection.

**Section 4.4.** The writing and investigating of grievances shall be on non-work time, except as permitted by the Employer or the Employer's designee.

**Section 4.5.** The Association agrees that no steward or representative of the Association either employee or non-employee of the Employer shall unduly interfere, interrupt, or disrupt the normal work duties of employees.

## ARTICLE 5

### DEDUCTION OF DUES AND FAIR SHARE FEE

**Section 5.1. Dues Deduction.** The Employer agrees to deduct GTPA membership dues and fair share fees in accordance with this article for all employees who become members of the GTPA.

- A. The Employer agrees to deduct regular GTPA membership dues once each pay period from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct GTPA dues for the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.
- B. The Employer shall be relieved from making dues deductions upon an employee's: (1) termination of employment, (2) promotion to a job other than one covered by the bargaining unit, (3) layoff from work, (4) an unpaid leave of absence, or (5) written revocation of the dues deduction authorization in accordance with the terms of this Agreement.
- C. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, has failed to receive sufficient wages to make all legally

required deductions in addition to the deduction of GTPA dues. Authorization for dues deductions shall be revocable upon written notice to the Employer from the employee.

- D. The rate at which dues are to be deducted shall be certified to the Township Fiscal Officer by the Treasurer of the GTPA during January of each year. One (1) month advance notice must be given to the Fiscal Officer prior to making any changes in any employee's dues deductions.

**Section 5.2. Fair Share Fee.** Employees in the bargaining unit who are not members of the Union, and who have completed sixty (60) days of employment, including employees who resign from membership in the Union after the effective date of this article, shall pay to the Association, through payroll deductions by the Employer, a fair share fee each pay period. This fair share fee is automatic and does not require the employee to remain a member of the Association, nor shall the fair share fee exceed the dues paid by the members of the Association in the same bargaining unit. The Association shall certify the amount of fair share fee to the Employer in writing during January of each calendar year.

The fair share fee amount applicable to part-time bargaining unit members shall be proportional to a part-time employee's hours in paid status during each pay period. As such, the part-time fair share fee amount shall be calculated by reducing the fair share fee assessed to full-time employees by the part-time employee's ratio of hours in paid status during each pay period compared to eighty (80) hours. This system will continue from month to month.

- A. The Employer shall be relieved from making fair share fee deductions upon the employee's: (1) termination of employment, (2) promotion to a job other than one covered by the bargaining unit, (3) layoff from work, or (4) an unpaid leave of absence.
- B. The Employer shall not be obligated to make fair share fee deductions when, during any fee month involved, he or she has failed to receive sufficient wages to make all legally required deductions in addition to the payment of GTPA fair share fees.

**Section 5.3.** The parties agree the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of the GTPA dues or fair share fees. The GTPA hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the GTPA, disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the GTPA.

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

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

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

## **ARTICLE 7**

### **RULES AND REGULATIONS**

**Section 7.1.** The Association recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, regulations, policies, and procedures consistent with the Employer's statutory authority. Work rules, regulations, and directives shall be interpreted and applied uniformly to all employees under similar circumstances.

**Section 7.2.** The Employer recognizes that no rules, regulations, policies, or procedures shall be established that are in violation of any express terms of this Agreement.

**Section 7.3.** When reasonably able to do so, the Employer shall give the Association seven (7) days' notice prior to the implementation of any new work rules, regulations, policies, or procedures. The Employer also agrees to discuss any changes with the Association, if the Association so desires, through the Labor Management Committee.

**ARTICLE 8**  
**SENIORITY**

**Section 8.1.** "Seniority" shall accrue to all employees in accordance with the provisions of this article. Seniority, as defined in Section 8.2 of this article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

**Section 8.2.** "Departmental seniority" shall be computed on the basis of uninterrupted length of continuous full-time service in the employ of the Goshen Township Police Department. Part-time service shall not contribute to the calculation of departmental seniority.

- A. The following situations shall not constitute a break in continuous service:
1. Absence while on approved paid leave of absence;
  2. Absence while on disability leave;
  3. Absence while on military leave; and
  4. A layoff of twelve (12) months duration or less.
- B. The following situations constitute breaks in continuous service for which seniority is lost:
1. Discharge or removal for cause;
  2. Retirement;
  3. Layoff for more than twelve (12) months;
  4. Failure to return to work following a recall from layoff;
  5. A resignation.
- C. Seniority is suspended when an employee is on unpaid leave of absence. Upon return from leave, the employee will be credited with the prior service time.
- D. Seniority continues to accrue under the situations described in Section 8.2(A)(1) through (4) above.

**Section 8.3.** "Classification Seniority" shall be computed on the basis of the total time in an individual classification.

**ARTICLE 9**  
**LAYOFF AND RECALL**

**Section 9.1.** When the Employer determines that a long term layoff (more than 80 hours), or job abolishment is necessary for lack of work, re-organization, lack of funds, or other reason, the Employer shall notify the affected employee(s) fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment.

**Section 9.2.** The Employer shall determine in which classification(s) layoffs will occur. For purposes of this article, part-time Police Officer, full-time Police Officer, and Corporal are each considered separate classifications. Also, for purposes of this article, a non-bargaining unit Sergeant is a higher classification than a Corporal, a Corporal is a higher classification than a full-time Patrol Officer, and a full-time Patrol Officer is a higher classification than a part-time Patrol Officer. Within each classification employees shall be laid off in reverse order of departmental seniority, such that the employee with the least amount of departmental seniority shall be laid off first. For purposes of this article, "departmental seniority" means the amount of time an employee has been in full-time employment with the Goshen Township Police Department.

**Section 9.3. Recall Rights/Qualifications.** Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees still on the recall list shall be recalled in the inverse order of their layoff per classification, provided they are qualified to perform the work in the classification to which they are recalled.

**Section 9.4. Notice of Recall.** Notice of recall from a layoff shall be sent to the employee by certified mail with a return receipt requested, to the last mailing address provided to the Employer by the employee.

**Section 9.5. Response Period for Recall.** In the case of a layoff, the recalled employee shall have five (5) calendar days following the date of receipt of the mailing of the recall notice to notify the Employer of the employee's intention to return to work, and shall have fourteen (14) calendar days following the date the notice of recall is received to report for duty, unless otherwise agreed by the parties.

**Section 9.6. Bumping Rights.** In the event of a layoff, Goshen Township Sergeants, Corporals, full-time Patrol Officers, and part-time Patrol Officers may bump into an open position in a classification below that of the laid off employee. If an employee is laid off and no open position exists in the classification immediately below that of the laid off employee, the laid off employee may displace the employee with the least amount of departmental seniority in the lower classification, provided the bumping employee has more departmental seniority than the employee they displace.

**Section 9.7.** If a bargaining unit employee is laid off from full-time or part-time employment with the Goshen Township Police Department, he or she may be placed in the Goshen Township Auxiliary Unit at the employee's discretion. The Employer shall maintain the laid off employee's law enforcement commission as long as the employee is in the Auxiliary Unit during

the recall period, and as long as the employee is eligible to hold his or her law enforcement commission.

**Section 9.8. Subcontracting.** The Employer may subcontract the law enforcement duties currently performed by bargaining unit employees provided it gives the notice to employees set forth in Section 9.1 above, and provided it subcontracts all police enforcement functions of the Goshen Township Police Department that it can legally subcontract (i.e., it disbands the Police Department). The limitations on subcontracting referenced above do not restrict the functions of other departments/agencies that may have concurrent jurisdiction with Goshen Township, and they do not restrict the Employer from maintaining essential personnel for actions associated with the disbanding of the agency.

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

**Section 10.1.** It is recognized by the parties that the Township may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the Township. However, every member shall be allowed to review his or her personnel file at a reasonable time upon request, and he or she may allow a Union representative to review his or her personnel file upon written authorization of the employee.

**Section 10.2.** If a bargaining unit employee has reason to believe that there are inaccuracies in his or her personnel file, the bargaining unit employee may write a memorandum to the Chief of Police or his designee explaining the alleged inaccuracy. Employees shall be permitted to add memoranda to their personnel file containing an employee's belief that other information in their personnel file is inaccurate or incomplete.

**Section 10.3.** To the extent permitted by law, the Employer shall notify a bargaining unit employee of the fact that his or her personnel file is being, or has been, requested pursuant to O.R.C. § 149.43, before the requested records are disclosed, either by personal contact, telephone call, or electronic mail. Nothing in this section requires acknowledgement of the employee before disclosure is made.

**Section 10.4.** Records of oral and written reprimands shall cease to have force and effect one (1) year from the date of issuance, provided no intervening discipline has occurred.

Records of suspension shall cease to have force and effect two (2) years from the date of issuance, provided no intervening discipline has occurred. In the event of intervening discipline, the intervening discipline will not reduce the retention period for prior discipline, and all active records of prior discipline shall remain in force and effect until the end of the retention period for the record of the most recent issuance of discipline.

**Section 10.5.** The Employer shall print each employee's accrued vacation, sick leave, holiday time, and compensatory time on each biweekly paycheck.

**ARTICLE 11**  
**GRIEVANCE PROCEDURE**

**Section 11.1. Definition.** The word “grievance” as used in this Agreement means an allegation by the GTPA or a non-probationary bargaining unit employee that there has been a breach, misinterpretation, or improper application of the provisions of this Agreement.

**Section 11.2. Group Grievances.** Where a group of bargaining unit members desires to file a grievance for a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member shall be selected to file the grievance, and each member who desires to be included in the grievance shall sign the one (1) grievance.

**Section 11.3. Informal Adjustments.** Nothing contained herein shall be construed as limiting the right of an employee with a grievance to discuss the matter informally with any appropriate representative of the Employer and having said matter informally adjusted.

**Section 11.4. Grievance Contents/Information.** All grievances shall contain the following information to be considered, and must be filed using the grievance form mutually agreed upon by both parties:

- A. Aggrieved employee’s name and signature;
- B. Aggrieved employee’s classification;
- C. The date the grievance was first discussed, and the name of the supervisor with whom the grievance was discussed;
- D. The date the grievance was filed in writing;
- E. The date and time the alleged grievance occurred;
- F. The location where the alleged grievance occurred;
- G. The names of all persons, in addition to the grievant, having knowledge of the incident or occurrence giving rise to the grievance;
- H. The specific article(s) and section(s) of the Agreement alleged to have been violated; and
- I. The desired remedy to resolve the grievance.

**Section 11.5.** For purposes of this article, a “day” shall be defined and shall mean calendar days excluding Saturdays, Sundays, or holidays as provided in this Agreement.

**Section 11.6. Grievance Processing/Time Limits.** Grievances must be processed at the proper step in order to be considered at subsequent steps. However, any grievance not answered by the Employer within the prescribed time limits shall be considered to have been answered in the negative and may be advanced to the next step in the grievance procedure. Failure of the

Employer to answer a grievance within the prescribed time limits shall not be considered approval of the grievance or the granting of the relief sought. Any grievance may be withdrawn by the grievant at any point by submitting a written statement to that effect.

**Section 11.7. Procedure.** The parties mutually desire to provide for the prompt adjustment of grievances, with a minimum amount of interruption of the Employer's operations and services. Every responsible effort shall be made by the parties to effect resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

**Step 1:** An employee with a grievance shall file a written grievance with the Chief of Police/Township Administrator within fourteen (14) calendar days after the party filing the grievance knew, or should have known, of the occurrence giving rise to the grievance; otherwise, it shall be considered waived. The Chief/Township Administrator shall meet with the employee and a GTPA representative, if the employee requests to meet and requests a representative, and respond in writing within fourteen (14) calendar days of receipt of the written grievance or within fourteen (14) calendar days of such meeting, whichever is later. If the employee does not invoke Step 2 of this procedure within thirty (30) calendar days after the Chief/Township Administrator's reply at Step 1, the grievance shall be considered satisfactorily resolved.

**Step 2:** If the grievance is not resolved at Step 1, the Union may request the grievance be submitted to arbitration, subject to Section 11.8, within thirty (30) calendar days of receipt of the Chief of Police/Township Administrator or designee's Step 1 Response. Such request shall be made to the Chief of Police/Township Administrator.

**Section 11.8. Arbitrability.** Any grievance not processed by the employee within the timelines specified herein shall be considered resolved based upon the Employer's last response, and shall therefore not be subject to appeal or arbitration. Grievances involving counseling or a verbal or written reprimand may be grieved through Step 1 of the grievance procedure, but are not subject to arbitration.

**Section 11.9. Arbitrator Selection.** The arbitrator shall be selected from a panel list of nine (9) arbitrators with an Ohio business address, jointly requested from the American Arbitration Association (AAA) or other mutually agreeable arbitration service. The parties shall follow AAA rules for the selection of the arbitrator, unless an alternative procedure is mutually agreeable to both parties.

**Section 11.10. Authority of the Arbitrator.** The arbitrator shall limit decisions to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

- A. Contrary to or inconsistent with the terms of this Agreement or of applicable law;
- B. Establishing any new or different wage rates not negotiated as part of this Agreement;
- C. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date that the alleged injury first occurred, but no earlier than fourteen (14) calendar days prior to the filing of the grievance.

**Section 11.11. Decision.** The decision of the arbitrator shall be final and binding on the grievant, the GTPA, and the Employer, subject to appeal as provided by Ohio law. The arbitrator shall be requested to issue a decision within thirty (30) calendar days after the conclusion of hearings or submission of final briefs.

**Section 11.12. Fees/Expenses.** The costs and fees of the arbitrator shall be borne equally by both parties. The expenses of any non-employee witness shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

## **ARTICLE 12** **VACANCIES/ASSIGNMENTS**

**Section 12.1.** Whenever the Employer determines that a bargaining unit vacancy exists that the Employer intends to fill permanently, notices of such a vacancy will be posted where employee notices are normally posted for seven (7) days, prior to filling the vacancy. All such notices will contain a description of the position to be filled, including job duties, working hours, special qualifications required or desired, name and classification of the supervisor, and other information regarding the position and the closing date of the posting. Any employee desiring the position must submit a written application to the Chief of Police prior to the close of the posting period.

**Section 12.2.** The positions of Detective and School Resource Officer are considered assignments and not vacancies.

**Section 12.3.** Nothing in this article requires the Employer to fill a vacancy or assignment.

## **ARTICLE 13** **DISCIPLINE**

**Section 13.1.** No employee shall be disciplined except for just cause.

**Section 13.2. Forms of Discipline/Progressive Discipline.** Except in instances in which an employee is charged with a serious offense, discipline will be applied in a progressive and corrective manner. Progressive discipline should take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. Discipline may include the following:

- A. Oral reprimand documents in the employee's personnel file;
- B. Written reprimand;
- C. Suspension; or
- D. Termination.

**Section 13.3.** The Employer may take disciplinary action for actions occurring while the employee is on duty, or off-duty with a nexus to employment, or working under the colors of the Employer, or representing himself as an employee of the Goshen Township Police Department, or in instances where the employee's conduct violates his oath of office.

**Section 13.4.** Whenever the Employer determines that an employee's conduct may warrant a suspension, termination, or any other action resulting in a loss of pay, a predisciplinary conference will be scheduled at which time the Employer shall give the employee an opportunity to offer an explanation of the alleged violation, and/or present evidence in his or her defense. Written notice of such conference may be mailed or personally delivered to the employee at work, if feasible. Such notices shall specify the time, date, and place of the conference. The employee may appear at this predisciplinary conference, with or without a representative, or the employee may waive a predisciplinary conference by filing a written waiver with the Township designee. The Employer shall provide a summary of charges, a list of witnesses it intends to examine at the hearing, and any written witness statements (those completed at the time such documents are provided), to the employee at least twenty-four (24) hours prior to the predisciplinary conference.

**Section 13.5.** It is understood by the parties that newly hired probationary employees may be disciplined or terminated, and have no appeal through the grievance procedure contained herein.

**Section 13.6. Administrative Leave.** When the Employer determines it is in the best interest of the Township, an employee may be placed on paid administrative leave pending the outcome of an investigation and/or disciplinary process. Any bargaining unit employee under indictment (or the functional equivalent of an indictment under any law other than the O.R.C.) for a felony who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. Such employee may use accrued but unused vacation, holiday, or other paid leave during such administrative leave. Any employee found guilty by the court of a felony may be summarily discharged. If the charges are reduced to a misdemeanor the employee may be subject to discipline pursuant to the terms of this Agreement. If the employee is found not guilty of the charges, or if charges are dropped, the employee may still be subject to discipline pursuant to the terms of this Agreement, but will be paid for lost straight time hours up to the date of such discipline, and shall have any vacation, holiday, and/or other paid time off that was used restored to the employee's credit.

The Employer shall continue to pay the employee's insurance premiums during the unpaid leave of absence. The employee shall continue to be responsible for the payment of the employee's portion of the insurance premium.

**Section 13.7.** An employee, other than the grievant and one (1) Association Representative, shall not be paid for time spent in participating in any arbitration hearing, unless the employee is attending the hearing on work time (i.e., on a no-loss, no-gain basis).

**ARTICLE 14**  
**PROBATIONARY PERIODS**

**Section 14.1.** Every newly hired employee (i.e., an employee who receives an appointment to a part-time Police Officer and/or a full-time Police Officer position) will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A newly hired probationary employee may be terminated at any time during the employee's probationary period and shall have no appeal over such removal. If an employee receives an appointment to a full-time Police Officer position from a part-time Police Officer position, he or she may be terminated at any time during the probationary period, with no appeal rights, and shall not be entitled to return to his or her former part-time Police Officer position.

**Section 14.2.** A newly promoted employee within the bargaining unit will be required to successfully complete a probationary period for the promoted position. The probationary period for the newly promoted employee under this section shall begin on the effective date of the promotion and shall continue for a period of six (6) months, which may be extended at the discretion of the Employer for an additional six (6) month period. A newly promoted bargaining unit employee under this section who does not exhibit satisfactory performance, or a non-bargaining unit Sergeant who does not complete his or her probationary period, may be returned to the employee's former position at any time during the probationary period.

**ARTICLE 15**  
**DRUG AND ALCOHOL TESTING**

**Section 15.1.** Drug and alcohol testing may be conducted on employees prior to employment, pursuant to a random testing program, post-accident, or upon reasonable suspicion.

**Section 15.2.** Reasonable suspicion that an employee used or is using drugs or alcohol is based upon:

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
2. A pattern of abnormal conduct or erratic behavior;
3. Arrest or conviction for a drug- or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
4. Information provided by reliable and credible sources, or independently corroborated;
5. Evidence that an employee has tampered with a previous drug test; and

6. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

**Section 15.3.** If an employee is ordered to submit to drug or alcohol testing based on reasonable suspicion or immediately following an accident, the Employer shall provide the employee with a brief written description of the circumstances surrounding the Employer's decision to order such testing within one (1) calendar week of the order to submit to the test. In the case of post-accident testing, documentation that an accident occurred shall be sufficient written description of the circumstances surrounding the order to submit to testing.

**Section 15.4.** In addition to the types of drug and alcohol testing the Employer is specifically entitled to conduct pursuant to Section 15.1, the Employer may also require an employee to submit to follow-up testing if an employee fails a prior drug or alcohol test. Follow-up testing may be required by the Employer prior to an employee's return to duty after a failed drug or alcohol test, and any time within one (1) year after an employee returns to work.

**Section 15.5.** All drug and alcohol testing shall be conducted at a medical facility or designated accredited testing facility. Test samples shall not be transported by employees of Goshen Township, under the provisions of this article. For purposes of this article, a positive alcohol test means an employee has at least two-hundredths of one percent (.02%) or more by weight per unit volume of alcohol in their blood, and a positive drug test means an employee has any amount of a prohibited controlled substance (listed below) in their blood that the employee is not legally permitted to have in their body.

Prohibited controlled substances include the following drugs (or derivatives), at the levels such drugs are tested under the Department of Transportation (DOT) program for Commercial Driver's License (CDL) holders: amphetamines, cocaine, marijuana, opiates, and phencyclidine (PCP/angel dust), and acetylmorphine (6-AM) test for heroin. Prohibited controlled substances also may include other drugs of abuse (whether or not part of the DOT CDL program), including Barbiturates, Benzodiazepines, Methadone, Methaqualone, Propoxyphene, and "Ecstasy."

**Section 15.6.** Employees shall remain in paid status during post-accident testing, random testing, and reasonable suspicion testing. All drug and alcohol testing shall be conducted at the Employer's expense, except for a return-to-duty test, or unless such drug or alcohol testing is initiated by the employee.

**Section 15.7.** The results of drug or alcohol testing, obtained pursuant to this article, shall be used solely for administrative purposes and shall not be used in criminal proceedings, unless such results are ordered/subpoenaed by a court of competent jurisdiction or other governmental agency. Under no circumstances may the results of drug screening or testing be released to a third party for use in a criminal prosecution against the affected employee, unless such results are ordered/subpoenaed by a court of competent jurisdiction or other governmental agency.

**ARTICLE 16**  
**LABOR/MANAGEMENT COMMITTEE**

**Section 16.1.** In the interest of sound labor/management relations, the parties agree to meet at agreeable dates and times for the purpose of discussing those issues outlined herein. Normally, meetings held pursuant to this article will occur no more frequently than once every four (4) months, unless matters of an urgent nature (i.e., serious safety issues) require immediate attention.

**Section 16.2.** The party requesting the meeting shall furnish an agenda and the names of the employees who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include but not be limited to the items listed below:

- A. Discuss the administration of this Agreement.
- B. Notify the Association of material changes made by the Employer which may affect bargaining unit members.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the Association representative the opportunity to share the view of its members and/or make suggestions on subjects of interest to its members.
- F. Discuss ways to improve efficiency and work performance.
- G. Consider and discuss health, safety, training, safe work practices and methods, equipment, tools, and facilities.
- H. Review all health and safety complaints and make recommendations for corrective action.
- I. Consider recommendations for changes from the Employer or the Association in policies, operating procedures, rules, or regulations.

**ARTICLE 17**  
**HEALTH AND SAFETY**

**Section 17.1.** The Employer and the Association agree that the safety and welfare of all employees are matters of the highest importance, and each will cooperate in an effort to prevent injury. The Association agrees that careful observance of safe working practices and the Employer's safety rules is a primary duty of all employees.

**Section 17.2.** The Employer will make every reasonable effort to maintain all equipment and facilities in a safe and healthful condition. No bargaining unit member will be required to

exercise his duties with unsafe equipment. Reports of unsafe equipment shall be presented to the immediate supervisor. The supervisor will make a determination as to whether the equipment can safely perform the function for which it was intended. Any grievance over safety and welfare issues shall be initiated at Step 1 of the grievance procedure.

**Section 17.3.** The Township will provide an inoculation for prevention of Hepatitis Type B upon request of the bargaining unit employee in writing. The Township will also provide flu, TB, and tetanus as needed upon request of the bargaining unit employee in writing.

**Section 17.4.** The Township will maintain an infection control plan for employees, and will provide, upon request, within a reasonable time, a test for any employee that has been exposed to a serious infectious disease, such as HIV/AIDS, meningitis, etc., while performing his/her official duties. The Township will pay any legitimate cost for the test not covered by medical insurance or Workers' Compensation.

## **ARTICLE 18**

### **HOURS OF WORK AND OVERTIME**

**Section 18.1.** The standard work period for all employees covered under this Agreement shall be eighty (80) hours in a two (2) week work period. Any hours worked outside an employee's regularly scheduled shift or over eighty (80) hours in a two (2) week period shall be paid at the rate of time and one-half (1.5) times the regular rate of pay. The FLSA work period is defined as eighty (80) hours within a fourteen (14) calendar day period, running from 0600 Sunday to 0600 the Sunday occurring fourteen (14) days later. Any overtime must be approved by the employee's supervisor, who is not a patrol officer.

**Section 18.2.** Full-time patrol officers shall be scheduled off of work on Wednesday and Thursday during one week of the standard work period, and they shall be scheduled off of work Monday, Tuesday, Friday, Saturday, and Sunday the other week of the standard work period. Full-time patrol officers shall have fixed days off, except as provided herein. The standard workday for full-time patrol officers shall be twelve (12) hours, except that one (1) standard workday in each work period shall be reduced by four (4) hours at the beginning or at the end of their standard workday, so that patrol officers work six (6) regular workdays of twelve (12) hours, and one (1) workday of eight (8) hours during each two week work period. The Employer shall schedule and notify all officers of their schedule for each work period, including the date and time of their eight (8) hour workday, before each work period begins.

**Section 18.3.** Full-time patrol officers shall either work "A Shift," which is regularly scheduled between 0600 and 1800, or "B Shift," which is regularly scheduled between 1800 and 0600. Full-time patrol officer shifts shall be fixed and bid by seniority every six (6) months.

**Section 18.4.** Part-time patrol officers shall be assigned as needed by the Chief of Police (e.g., 8 hr., 10 hr., 12 hr., etc.), or designee, but part-time Patrol Officers shall not normally be assigned to more than thirty-two (32) hours of work in a week.

**Section 18.5.** If a bargaining unit member is assigned to School Resource Officer during the school year, he or she shall be regularly scheduled to eight (8) hour shifts, Monday through

Friday, with each shift beginning between 0700 and 0900, or as requested by the school district. If a bargaining unit member is assigned to Detective, he or she shall be scheduled to a shift as determined by the Chief of Police.

**Section 18.6.** The Township reserves the right to require any or all employees to work overtime when the operational needs of the Department require it.

**Section 18.7.** Time will be calculated in the following increments: 1 min thru 15 min = 15 minutes, 15 min thru 30 min = 30 minutes, 30 min thru 45 min = 45 minutes, 45 min thru 60 min = 1 hour rate.

**Section 18.8.** Employees that are owed pay at the overtime rate may receive compensatory time in lieu of receiving overtime pay, at the rate of one and one-half (1.5) hours of compensatory time for every hour of overtime worked, at the employee's option.

**Section 18.9.** If an employee wishes to take time off using compensatory time, they must follow the vacation request guidelines in Article 22, "Vacation." Compensatory time shall not be scheduled without the employee's consent. Employees shall not be permitted to carry a compensatory time balance in excess of 100 hours. Employees must receive pay for all overtime hours worked while the employee has 100 hours of accrued and unused compensatory time. Employees shall be permitted to sell back any accrued, unused compensatory time at the employee's option. If, at the time of execution of this Agreement, a bargaining unit employee has a compensatory time balance in excess of 100 hours, the Employer has until May 1, 2013, to pay off a portion of the balance to reach the limit of 100 hours.

**Section 18.10. Special Details.** For purposes of this agreement, "Special Details" refers to any law enforcement work administered by Goshen Township or paid for by Goshen Township that is outside the regular hours and duties of the bargaining unit members. Bargaining unit members shall be given the opportunity to work all special details before auxiliary officers are assigned to work the special details. If a bargaining unit employee is selected and assigned to a Special Detail, he or she must work the Special Detail or find a suitable replacement for the detail.

**Section 18.11. Call-In Pay.** If a bargaining unit employee is called in on an emergency basis he/she will be entitled to a minimum of two (2) hours for the call-in (or any additional call-ins occurring in the two (2) hour period). Such employee may be required to perform regularly assigned duties when called in on an emergency basis.

**Section 18.12. Court Time Pay.** An employee who is required to attend court in performance of his duties outside his scheduled work hours shall receive a minimum of two (2) hours at the overtime rate of time and one-half (1.5), or receive time and one-half (1.5) pay for all time actually spent at such appearance, whichever is greater. Attendance at court which abuts the workday will be considered regular overtime and not subject to the minimum.

**Section 18.13.** Article 18 (Hours of Work and Overtime) is subject to a reopener pursuant to the same procedure described in Article 25 (Wages), Section 25.3.

**ARTICLE 19**  
**MILITARY LEAVE**

Bargaining unit employees shall be granted military leave in accordance with state and federal law.

**ARTICLE 20**  
**SICK LEAVE AND FUNERAL LEAVE**

**Section 20.1. Accrual.** Full-time employees shall accrue sick leave credit at the rate of ten (10) hours for each month in active pay status, not to exceed one hundred twenty (120) hours accumulation per year. Part-time employees shall not accrue sick leave, nor can they use the provisions of this article.

**Section 20.2.** Service for sick leave credit includes all hours in active pay status, including hours worked, paid vacation, paid sick leave, compensatory time, and holidays, but not workers compensation/injury leave, unpaid leave, suspension, or layoff. The sick leave accrual rate shall not be increased above ten (10) hours per month based on the number of overtime hours worked during each month.

**Section 20.3. Usage.** Sick leave will be granted to an employee for the following reasons, so long as the employee follows the request procedure and is eligible to take the leave:

- A. Illness, injury or pregnancy-related health condition of the employee;
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
- C. Illness or injury of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;
- D. Examination including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.
- E. Employees may use a minimum of four (4) weeks of sick leave for the birth of a child, regardless of the employee's entitlement to use sick leave pursuant to any other provision contained herein.
- F. Personal leave up to twenty-four (24) hours per year. This time will be deducted from the employee's accrued sick leave bank when used. This time may be used for personal use. Employees must submit a written request in advance of use.

**Section 20.4. Immediate Family Defined.** Immediate family for purposes of this article means an employee's spouse, children, parents, brother, sister, mother-in-law, father-in-law.

**Section 20.5. Notification.** When an employee is unable to report to work due to illness or injury, the employee shall notify the Employer at least two (2) hours before the employee is scheduled to work, unless circumstances beyond the employee's control prevent such notice. An employee who expects to be on extended sick leave must notify the Employer of a probable return to work date.

**Section 20.6. Documentation.** If the employee has used a hospital, clinic, doctor, dentist, psychologist, optician, or other licensed medical practitioner, the Employer will require the employee to provide proof from the hospital, clinic, doctor, etc., that the employee was examined, that the employee cannot work, or that the employee must take care of a member of the employee's immediate family, or certifying the employee's ability to return to work and perform the essential functions of their position. An employee absent on sick leave for more than two (2) consecutive workdays shall submit documentation from a licensed physician stating the nature of the illness.

**Section 20.7. Abuse of Sick Leave.** Abuse of sick leave may be sufficient cause for discipline under the appropriate circumstances.

**Section 20.8. Fitness for Duty.** If the Employer has a reasonable basis for believing that an employee is not mentally or physically capable of performing the essential functions of the employee's position, or poses a threat to the employee or others, the Employer may order an examination by a qualified medical professional, at the Employer's expense. If the opinion of the employee's personal physician conflicts with the opinion of the Employer's physician, the Union and the Employer shall mutually select a third physician to render an opinion regarding the employee's fitness for duty, at the Employer's expense. The opinion of the third physician will be accepted by both parties as final and binding.

**Section 20.9. Sick Leave Increments.** Approved sick leave shall be charged to employees in one (1) hour increments. An employee must comply with all rules and regulations on sick leave in order to receive sick leave pay. Falsification of sick leave documents will be grounds for disciplinary action, under appropriate circumstances.

**Section 20.10. Severance Payment.**

- A. Any full-time bargaining unit employee with accumulated sick leave to his or her credit, who (1) dies or retires from Township employment and is eligible at the time of his or her separation from employment to receive service retirement benefits; and (2) has ten (10) or more years of service with the state, any political subdivision, or any combination thereof; may be paid at the time of retirement upon request for fifty percent (50%) of the employee's accumulated sick leave at his or her hourly rate, pursuant to the formula below, or he may retain such sick leave balance for transfer to another jurisdiction.

Payments authorized by this section shall be limited to a maximum sick leave accumulation of 480 hours (50% of 480 = 240 maximum hours payable). The aggregate

value of accrued but unused sick leave credit that is paid shall not exceed, for all payments, the value of 240 hours of accrued but unused sick leave.

Employees whose separation from the Township's services is the result of resignation or dismissal proceedings shall not be eligible for payment for accumulated sick leave under this provision.

- B. Any full-time bargaining unit employee with accumulated sick leave to his or her credit, who (1) dies or retires from Township employment and is eligible at the time of his or her separation from employment to receive service retirement benefits; and (2) has twenty (20) or more years of service with the state, any political subdivision, or any combination thereof; may be paid at the time of retirement upon request for one hundred percent (100%) of the employee's accumulated sick leave at his or her hourly rate, pursuant to the formula below, or he may retain such sick leave balance for transfer to another jurisdiction.

Payments authorized by this section shall be limited to a maximum sick leave accumulation of 480 hours (100% of 480 = 480 maximum hours payable). The aggregate value of accrued but unused sick leave credit that is paid shall not exceed, for all payments, the value of 480 hours of accrued but unused sick leave.

Employees whose separation from the Township's services is the result of resignation or dismissal proceedings shall not be eligible for payment for accumulated sick leave under this provision.

- C. Retirement for purposes of this labor agreement, and specifically for this section, shall be defined as an employee being qualified and actually retiring under PERS with an Age & Service retirement.

**Section 20.11.** The Employer, in its discretion, may provide transitional duty assignments to bargaining unit employees who have incurred an on-the-job injury or illness. Such transitional duty assignment will be provided pursuant to Township policy.

**Section 20.12. Funeral Leave.** Twenty-four (24) hours of paid funeral leave shall be granted when a death in the family occurs. Family for purposes of funeral leave shall include the employee's parents, spouse, child, brother, sister, guardian, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law or grandchildren. Additional funeral leave or funeral leave for individuals not otherwise identified in this section may be granted upon request, with the approval of the Township Administrator or his designee. Funeral leave in excess of twenty-four (24) hours shall be charged against accumulated sick leave.

**Section 20.13. Family and Medical Leave.** An employee's available paid sick leave, vacation, and other paid leave must be used concurrently with the Family and Medical Leave, so long as the employee is eligible to use such paid leave.

**ARTICLE 21**  
**HOLIDAYS**

**Section 21.1. Holiday Pay.** In addition to any payments made pursuant to Section 21.2, full-time employees in the bargaining unit shall receive eight (8), ten (10), or twelve (12) hours holiday pay depending on the length of the employee's regularly scheduled shift, for the following holidays, provided that the employee has at least six (6) months of full-time service prior to the month such holiday occurs:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

**Section 21.2. Rate of Pay for Holiday Work/Eligibility.** Bargaining unit employees who work on any holiday listed in the Holidays article of this Agreement (a holiday being defined as 0600 hours the day of the actual holiday to 0559 on the day after the actual holiday) shall receive one and one-half (1½) times their regular rate of pay, provided the employee worked or was in active pay status the scheduled workday before the holiday and the scheduled workday after the holiday.

**Section 21.3.** The Chief of Police may schedule part-time personnel on holidays before scheduling full-time employees.

**Section 21.4.** Holiday pay described in Section 21.1, above, will be paid on the employee's regular paycheck for the pay period encompassing the holiday.

**ARTICLE 22**  
**VACATION**

**Section 22.1. Accrual.** Full-time employees are entitled to vacation pay after one (1) year of continuous service with the Employer. The amount of paid vacation leave an employee is entitled to receive is based upon length of service with the Employer as follows:

<u>Length of Service</u>	<u>Vacation</u>
Less than one (1) year	None
Starting with the second (2nd) year through five (5) years	80 hours

Starting with the sixth (6th) year through ten (10) years	120 hours
Starting with the eleventh (11th) year through twenty-five (25) years	160 hours
Starting with the twenty-sixth (26th) year	200 hours

Such vacation leave shall accrue to the eligible employee on the completion of the first year of service. Thereafter, it shall be credited to the employee on January 1st according to the number of years of service on that date.

**Section 22.2. Vacation Service Credit.** Vacation leave credits are not earned and shall not be credited during any time an employee is not in active pay status. For purposes of earning vacation leave credits, “active pay status” shall include all hours for which an employee receives pay, up to forty (40) hours per week, including actual hours worked, paid sick leave, vacation, holidays, compensatory time, and paid administrative leave.

**Section 22.3. Maximum Accrual and Cash Out.** Vacation leave shall be taken by an employee between the year in which it was accrued and the next calendar year. An employee may carryover forty (40) hours of accrued vacation leave to the following year. Eligible employees who reach Age and Service retirement through PERS, and who have ten (10) years of continuous service with the Township, may cash out vacation pursuant to the Township’s policy.

**Section 22.4. Recall from Vacation.** Employees on vacation may be recalled to duty for situations covered under Article 31 (Emergency Waiver).

**Section 22.5. Requests/Approval.** Requests for vacation leave during a calendar year may be submitted in writing between November 1 and December 31 of the preceding year in accordance with the request procedure established by the Employer. Any request for vacation for the following year made by December 31, and made with at least fourteen (14) days advance notice, will be approved and scheduled in accordance with the work load requirements of the Employer on the basis of seniority. Beginning January 1 of each year, vacation requests will be approved and scheduled in accordance with the work load requirements of the Employer on a first-come, first-served basis, but shall not be unreasonably denied. If two (2) or more employees request vacation leave simultaneously, and the Employer is not able to grant vacation leave to all those making such requests, the employee with the greatest seniority will be granted such request. Vacation leave must be submitted at least fourteen (14) calendar days in advance for approval. If an employee does not give the Employer fourteen (14) calendar days advance notice, the Employer shall allow the employee to take vacation leave unless the Employer is unable to schedule the proper number of employees for the days the employee requests to be off on vacation.

**Section 22.6. Service Credit.** For this article, service credit means time in the full-time service of Goshen Township, and includes all prior full-time service with another township in the State of Ohio. Service credit shall not accrue during periods of suspension, layoffs, or any other unpaid time.

**ARTICLE 23**  
**UNPAID LEAVES OF ABSENCE**

**Section 23.1.** The authorization of an unpaid leave of absence, not otherwise mandated by law, is a matter of administrative discretion. The Employer, in each individual case, will decide if a leave of absence is to be granted. The granting of a leave of absence shall not be considered precedent for a grievance based on the denial of another leave of absence.

**Section 23.2.** Except in a case of emergency, an employee should request an unpaid leave of absence at least thirty (30) days in advance. Unpaid leaves of absence will not exceed six (6) months in duration.

**Section 23.3.** An employee may only use an unpaid leave of absence for the reason which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work or may discipline the employee, up to and including discharge. An employee may not use an unpaid leave of absence to look for or work at another job.

**Section 23.4.** An employee may not return from an unpaid leave of absence before the time granted for the leave expires without the permission of the Employer. If an employee fails to return from an unpaid leave upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment, and the employee may be removed.

**Section 23.5.** The Employer will place an employee returning from an unpaid leave in the same or similar classification from which the employee took leave, provided the employee remains qualified to perform the job. If such classification(s) no longer exist, the Employer will treat the employee as if the employee were laid off from the classification.

**Section 23.6.** An employee, while on leave without pay, does not earn sick leave or vacation time, nor do they receive holiday pay or other accrued, paid benefits.

**ARTICLE 24**  
**INSURANCE**

**Section 24.1.** The Employer shall make available to all full-time bargaining unit employees the same comprehensive major medical/hospitalization health care and ancillary insurance coverage (e.g., dental, vision, etc.) as selected and approved by the Board for non-bargaining unit employees. The Employer will select carriers, providers, and otherwise determine the methods and levels of coverage, which may be subject to change. The participating employee may select coverage (i.e., single, two-party, family, etc.) subject to the plan offerings. The parties acknowledge that carrier changes may be necessary during the life of the agreement to maintain cost competitiveness, and if, during the life of this agreement, it becomes necessary to change carriers, the Employer will notify the Association in advance of such action. All employees eligible to participate in the Employer's plan(s) are subject to the requirements of the respective plan.

**ARTICLE 25**  
**WAGES**

**Section 25.1.** The annualized pay levels for all bargaining unit employees shall be as follows:

	<u>Annual</u>	<u>Hourly</u>
<u>Part-Time Officers</u>		
Probationary Rate (In Field Training)		\$10.40
Completion of Field Training		\$11.44
<u>Full-Time Officers</u>		
Probationary Entry Rate	\$44,495.92	\$21.39
1 Year of Service	\$47,445.92	\$22.81
2 Years of Service	\$50,616.25	\$24.33
3 Years of Service	\$53,960.52	\$25.94
4 Years of Service	\$55,755.11	\$26.81
<u>Corporals</u>	\$58,213.44	\$27.99

**Section 25.2.** The listing of annual salaries is not a guarantee of annual earnings, but is shown only as the basis for calculating hourly and overtime rates of pay. The hourly rate for all purposes except the computation of overtime is determined by dividing the salary by two thousand eighty (2080).

**Section 25.3.** Annualized pay levels shall remain at their current level through December 31, 2013. Wages for contract year 2014 shall be determined as follows:

If the parties cannot agree to wages for year 2014, the Union shall have the option to reopen wages for that contract year. The Union shall be required to notify the Employer in writing of its decision to reopen the Wages article of the collective bargaining agreement between July 1, 2013 and December 1, 2013.

**Section 25.4.** Employees assigned to Detective shall receive an additional one thousand dollars (\$1000) per year. No employee shall be assigned as a Detective until they have completed three (3) years of service as a law enforcement officer.

**ARTICLE 26**  
**UNIFORMS AND EQUIPMENT**

**Section 26.1.** The Employer will furnish upon employment and/or issue bargaining unit employees all necessary uniforms and equipment required by the Employer. Employee uniforms and equipment shall be replaced by the Employer when the Employer determines a replacement is needed (footwear is subject to the restrictions below). Only footwear (shoes/boots) approved by the Department shall be worn when on duty. The Department will provide each bargaining unit employee with one (1) pair of Employer-selected shoes/boots, unless the bargaining unit employee wishes to purchase his or her own authorized substitute. The Chief must authorize boot/shoe styles, other than those the Employer selects. If a bargaining unit employee wishes to

purchase a substitute pair of shoes/boots, he or she must obtain prior approval for such purchase, and such substitute purchase shall be of the same style and color as the footwear normally provided. If the substitute purchase is authorized, the bargaining unit employee shall be reimbursed for the amount of the substitute, up to a maximum of one hundred dollars (\$100.00). Department issue footwear and reimbursed footwear shall only be worn in conjunction with Department activities. The reimbursement for substitute footwear shall only occur one (1) time during the term of this Agreement. Department-issued boots/shoes shall be replaced as needed.

**Section 26.2.** All uniforms and equipment furnished and/or issued by the Employer are the property of the Employer and shall, upon termination of employment with the Employer, be returned in the condition issued, allowing for reasonable wear and tear, prior to the issuance of final compensation to the employee. New employees will be provided a complete uniform and equipment set, subject to the restrictions in Section 26.1 regarding footwear. Any issued item which is lost through negligence by an employee shall either be replaced or paid for at current market value by the employee.

## **ARTICLE 27** **SHIFT TRADES**

**Section 27.1.** Employees may be permitted to trade shifts, provided:

- A. A substitution may be granted with the prior approval of the highest shift supervisor on duty at the time of the requesting employee's notice, except in the case of a promoted rank, where prior approval must be made by the Police Chief or designee.
- B. The approval of a shift trade request shall be subject to the discretion of the Employer based upon the operational needs of the Department. It is agreed that requests for trades shall not be arbitrarily denied.
- C. Notice of substitution shall be made by the employee regularly scheduled for the shift at least two (2) hours prior to the commencement of the shift for which the substitution is to be effective, except cases of emergency when such notification can be made by phone. The Captain or Police Chief shall be notified by the approving supervisor of all duty trades prior to the commencement of the tour.

**Section 27.2.** All shift trades shall occur within the same pay period.

## **ARTICLE 28** **TRAINING AND EDUCATION**

**Section 28.1.** The Employer shall provide reimbursement for OPOTA certification refresher training; however, the Employer shall not pay or reimburse an employee for original OPOTA certification.

**ARTICLE 29**  
**GTPA ACTIVITIES**

**Section 29.1. Meetings.**

- A. The Union shall be allowed to conduct Union meetings in the Police station in an area agreed to by the Township Administrator, provided such meetings do not interfere with operations.
- B. Members on duty shall be allowed to attend, provided attendance does not interfere with their work duties.

**Section 29.2. Non-Members.**

- A. Non-employee representatives of the Union shall be permitted on the premises for the purpose of processing grievances or attending meetings with prior approval, provided they do not interfere with operations. Upon arrival, the Union representative or guest shall identify him/herself to the shift supervisor.

**Section 29.3. Recognition.**

- A. No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection as a Union representative by the employees of the certified bargaining unit.

**Section 29.4. Negotiating Committee.**

- A. The Union shall advise the Township of the name of its negotiators, not to exceed three (3). A maximum of one (1) such representative shall be paid their appropriate wage while on duty for time spent in negotiating sessions. No employee will be paid for time spent in such sessions while off-duty.
- B. The names of the duly chosen bargaining representatives of the unit shall be submitted to the Chief sufficiently in advance of scheduled bargaining meetings so as to permit scheduling for continuity of operations with the Department.
- C. Any statement made by a bargaining unit member to a non-employee Union Representative shall be considered confidential, provided the law recognizes it as confidential.

**ARTICLE 30**  
**SEVERABILITY/SAVINGS CLAUSE**

Should any provision of this Agreement, or the application of such provision, be found to be illegal or unenforceable by a court of competent jurisdiction, or should be declared invalid by any existing or subsequently enacted state or federal legislation, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties

agree to meet for the purpose of discussing a lawful alternative provision with respect to the replacement of any provision found illegal and unenforceable as noted above. Unless the parties agree otherwise, such meeting will be scheduled within thirty (30) calendar days of the receipt of a request by either party for such a meeting. The meeting cannot be used for any purposes other than discussing the provision found to be unlawful.

### **ARTICLE 31** **EMERGENCY WAIVER**

In cases of emergency impacting the Goshen Township Police Department jurisdiction and/or operations declared by the President of the United States, the Governor of the State of Ohio, the Township Administrator, the Director of Homeland Security, the Federal or State Legislature, the Federal Emergency Management Agency/(FEMA), or local Emergency Management Agency, for things such as, but not limited to, acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Township:

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

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

### **ARTICLE 32** **DURATION**

**Section 32.1.** This Agreement shall be effective upon its execution and shall remain in full force and effect until December 31, 2014, unless otherwise provided herein.

**Section 32.2.** If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than six (6) months prior to the expiration date of this Agreement (July 1, 2014), and not later than one (1) month prior to the expiration date of this Agreement (December 1, 2014).

SIGNATURE PAGE

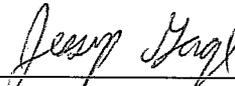
IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives  
this 21st day of ~~July~~, 2012.

August, (56 per BAG)

GOSHEN TOWNSHIP, CLERMONT  
COUNTY, BOARD OF TRUSTEES:

  
Bob Hausermann, Trustee

GOSHEN TOWNSHIP POLICE  
ASSOCIATION:

  
Jessup Gage, Legal Counsel  
Hardin, Lazarus & Lewis, LLC

  
Ray Autenrieb, Trustee

  
James Taylor, Unit Member

  
Claire Corcoran, Trustee

  
Lisa Allen, Fiscal Officer

  
Ray Snyder,  
Township Administrator/Police Chief

  
Brett A. Geary, Labor Consultant