



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GREEN TOWNSHIP, HAMILTON COUNTY, OHIO

AND

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

(GREEN TOWNSHIP POLICE OFFICERS AND CORPORALS)

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ARTICLE 1. BINDING AGREEMENT

This Agreement entered into by the Green Township Trustees hereinafter referred to as the "Township" or "Employer" and The Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP" or "Union" has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety the full and complete understanding and agreement between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining units as defined herein.

ARTICLE 2. RECOGNITION

The Employer hereby recognizes the FOP as the sole and exclusive representative for all full-time employees in the bargaining units as set forth in the certifications issued by the Ohio State Employment Relations Board in case numbers 98-REP-09-0220 on February 25, 1999 and 02-REP-07-0130 on August 15, 2002, including all full-time Police Officers and Corporals but excluding all management level employees, professional employees, supervisory employees, confidential employees, seasonal and casual employees and all other employees specifically excluded by the Ohio Collective Bargaining Act, and all of the specific classifications of Chief of Police, Assistant Chief, Lieutenants and Sergeants and all support and clerical personnel.

The Employer will not recognize any other organization as the representative for any employee within the bargaining unit referenced above.

In the event of a change of duties of a position within the bargaining units, or in the event that a new position is created within the department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining units and shall so advise the FOP in writing within thirty (30) calendar days. If the FOP disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the FOP's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the FOP. If the parties do not agree, the position shall be subject to the challenge by the FOP to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

ARTICLE 3. NON-DISCRIMINATION

The Employer and the FOP agree not to discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability, ancestry of any person, or FOP membership

or non-membership. Management's use of bona fide occupational qualifications in accordance with job characteristics shall not be construed as discrimination, therefore not subject to the Grievance Procedure Article.

Bargaining unit employees shall not be subject to any threat or reprisal for using the grievance procedure provided herein or for seeking information relative to any grievance.

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

ARTICLE 4. MANAGEMENT RIGHTS

The FOP recognizes the Employer's exclusive right to manage its affairs and the Employer retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing:

- A. The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered; the determination, purchase and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; the addition or discontinuance of any services, facilities, equipment, materials or methods of operation.
- B. The right to hire new employees; to determine the starting and quitting time and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean-up times; to determine the amount of supervision necessary, work schedules and the method of process by which work is performed.
- C. The right to contract, subcontract and purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities; to adopt, revise and enforce working rules and carry out cost control and general improvement programs; establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and establish wage rates for any new or changed classification. The Employer presently pays annually to the Hamilton County Sheriff's Department the sum of \$300,000 from the General Fund and the sum of \$156,000 from the Tax Increment Financing Fund for additional police services. The Employer will not increase the amount of these payments to the Hamilton County Sheriff's Department or any other police or police-related agency. No other monies, goods or services from any other fund shall be paid to any police or police-related agency for work presently being performed by members of the bargaining unit.

- D. The right to determine an existence or non-existence of facts which are the basis of the management decisions; establish or continue policies, practices or procedures for the conduct of the Police Department and its services to the citizens of Green Township and, from time to time, to change or abolish such practices or procedures; the right to determine and, from time to time, re-determine the number, locations and relocations and types of its employees or to discontinue any performance of service by employees of Green Township; determine the number of hours per day or week any operation of the Police Department which may be carried on; select and determine the number and types of employees required; assign such work to such employees in accordance with the requirements determined by management authorities; establish training programs and upgrading requirements for employees within the Department; establish and change work schedules and assignments; transfer, promote or demote employees or to layoff, terminate or otherwise relieve employees from duty; continue, alter, make and enforce reasonable rules for the maintenance of discipline; suspend, discharge or otherwise discipline employees for just cause and otherwise to take such measures as the management may determine to be necessary for the orderly and efficient operation of the Police Department of Green Township, Hamilton County, Ohio, subject to the terms of this Agreement.

With respect to these management rights, the Employer shall have the clear and exclusive right to make decisions in all areas and such decisions, except as otherwise provided in this Agreement, shall not be subject to the grievance procedure.

The Employer is not required to bargain on subjects reserved to the management and direction of the Employer in O.R.C. Section 4117.08 except as affect wages, hours, terms and conditions of employment and the continuation, modification, or deletion of any provision of this collective bargaining agreement. Any employee, group of employees, or the FOP may raise a legitimate complaint or file a grievance based on this collective bargaining agreement.

Any security details within the control of the Employer shall be offered first to members of the bargaining unit.

The Employer shall have the right to employ part time police officers, who shall not be members of the bargaining unit, and provided that:

- a. Part time officers shall have no supervisory authority.
- b. No more than one part time officer can work as a patrol officer per shift.
- c. Employees in the bargaining unit shall have first opportunity for details currently worked by Green Township Police Officers.
- d. In the event of any reductions in full time officers (i.e. layoffs) part time officers shall be laid off first.

- e. There shall be no limit on how many retired Green Township Police Officers can be employed.
- f. No more than four (4) part time officers who are not retired Green Township Police Officers can be hired.

ARTICLE 5. REPRESENTATIVES

Representative(s) of the FOP shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the FOP representative shall identify himself to the Employer or the Employer's designee.

The Employer shall recognize three (3) employees, designated by the FOP, to act as FOP associates for the purpose of processing grievances in accordance with the Grievance Procedure. The associates, or in their absence or inability to perform their function, designated alternates, shall be recognized as representatives, as provided herein.

The FOP shall provide to the Employer an official roster of its officers and associates, which is to be kept current at all times and shall include the following:

- A. Name;
- B. Address;
- C. Home telephone number;
- D. Immediate Supervisor; and
- E. FOP office held.

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

The investigation or writing of grievances (alleged or filed) by associates may be performed during working hours when such activity does not interfere with the performance of the associate's assigned duties. The following are considered authorized representational activities, which may be conducted during an associate's work time when release of the associate will not unduly disrupt the operation of the Department:

- A. Preparation for and attendance at grievance and disciplinary hearings. The associate will be given a reasonable amount of time immediately prior to a hearing for preparation.
- B. Investigation of any situation involving a work related injury or death of a bargaining unit member.
- C. Any other representational activity specifically authorized by this Agreement (such as Labor/Management meetings), or specifically authorized by the Employer or designee(s).

- D. A reasonable amount of paid time to consult with non-employee representatives of the FOP.

After obtaining permission to engage in representational activities as provided for in this Section, each associate or alternate will notify the appropriate supervisor of his absence from his work assignment. Upon entering any work area other than his own work area, and prior to engaging in any representational activities provided for in this Section, the associate or alternate shall request permission from the appropriate supervisor of such work area, and shall identify the nature of the representation activity he is to perform.

The FOP agrees that no representative or associate of the FOP, either employee or non-employee of the Employer, shall interfere, interrupt, or disrupt the normal work duties of employees. Further, the FOP agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on-duty employees except to the extent specifically authorized by the Township. Bargaining unit members shall not conduct FOP business (defined as fundraising activities, solicitation for memberships, or distribution of literature) on behalf of the FOP or any FOP Lodge, during the work time of any involved employee. Unauthorized activities shall cease upon the demand of a supervisor, and any failure to cease unauthorized activities may subject the offending employee(s) to disciplinary action.

The FOP shall be permitted to utilize the intra departmental mail system in order to communicate-confidentially with bargaining unit members.

The FOP shall be permitted, upon prior notification to the Employer, to place ballot boxes in the work place for the purpose of collecting employees' ballots on FOP issues subject to ballot. Ballot boxes and their contents are the property of the FOP and shall not be subject to review by the Employer or non-bargaining unit staff.

During each calendar year, two (2) FOP members shall be granted the right to take between them a total of thirty-four (34) hours of their accrued compensatory time or vacation time to engage in the following FOP activities:

- A. Attendance at the Annual Conference of the Fraternal Order of Police, Ohio Labor Council, Incorporated.
- B. Conducting FOP representational activities as provided for in this Article by the FOP Bargaining Committee.
- C. Attending labor relations training programs sponsored by the FOP and/or the Labor Council.

In the event that the number of Police Officers in the Department (not counting Police Sergeants) exceeds twenty (20), then during each calendar year three (3) FOP members shall be granted the right to take thirty-four (34) hours of their accrued compensatory time or vacation time to engage in the FOP activities listed above.

Written requests for release time for activities specified in (A) and (C) above shall be provided to the appropriate supervisor no less than fourteen (14) calendar days prior to the requested release time. Such release time shall not unreasonably interfere with the efficient operation of the released employees' work area(s). Such release time shall not be unreasonably denied. Written request for release time for the FOP Bargaining Committee for other activities specified in this Article shall be provided to the appropriate supervisor as far in advance as possible, but not less than seventy-two (72) hours in advance of the requested release time. Such release time shall not unreasonably interfere with the efficient operation of the released employee's work area. Such release time shall not be unreasonably denied.

The FOP Bargaining Committee shall maintain a record of all release time provided for in this Section, and shall ordinarily provide a bi-monthly report to the Chief of Police during the first seven (7) calendar days of each even-numbered month. This report shall contain the date, number of hours of release time, name of FOP member released, and the nature of the representational activity for each release time occurrence within the previous calendar month. The report shall also include the total number of accumulated release hours used during the calendar year.

ARTICLE 6. SECURITY

The Employer agrees to deduct FOP membership dues, fees, and assessments in accordance with this Article for all employees eligible for the bargaining units.

The Employer agrees to deduct FOP membership dues once each month from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or his/her designee. Upon receipt of the proper authorization, the Employer will deduct FOP dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of the Labor Agreement, whichever is later, employees in the bargaining units who are not members of the FOP, including employees who resign from membership in the FOP after the effective date of this Labor Agreement, shall pay to the FOP, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the FOP, nor shall the fair share fee exceed the dues paid by members of the FOP in the same bargaining units. The FOP is responsible for annually certifying to the Employer the amount of the fair share fee, along with a breakdown of its use, prior to the implementation of this Section. If an employee challenges through the Courts or the State Employment Relations Board the deduction of the fair share fee, his deductions shall continue, but the funds shall be placed in an interest bearing escrow account until a resolution of his challenge is reached. The party in whose favor the resolution is determined shall receive the escrowed funds, including the interest, if any.

The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP dues. The FOP hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deduction made by the Employer pursuant to this Article. Once the funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining units; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the FOP.

The Employer shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP dues.

The parties agree that neither the employees nor the FOP shall have a claim against the Employer for errors in the processing of deductions, unless a claim or error is made to the Employer in writing within sixty (60) days after the date of such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the FOP dues deduction would normally be made by deducting the proper amount.

The rate of which dues are to be deducted shall be certified to the Employer or designee by the FOP during January of each year. One (1) month advance notice must be given the Employer or designee prior to making any changes in an individual's dues deduction.

Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Employer or designee. The address to send dues, fees, and assessments is FOP/OLCI, 222 East Town Street, Columbus, Ohio 43215.

ARTICLE 7. LABOR/MANAGEMENT MEETINGS

In the interest of sound labor/management relations, unless mutually agreed otherwise, every six (6) months on a mutually agreeable day and time, the Chief and/or designee(s), and not more than three (3) representatives of the FOP shall meet to discuss pending problems and to promote a more harmonious labor/management relationship.

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

- A. Discuss the administration of this Agreement.
- B. Notify the FOP of changes made by the Employer which affect bargaining unit members of the FOP.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve effectiveness.
- F. To consider and discuss health and safety matters relating to employees.

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

ARTICLE 8. WORK HOURS AND OVERTIME

The authority to establish work schedules, standard work periods and standard work days shall be vested in the Police Chief, subject to the approval of the Township Administrator. The Employer shall post a 30 day schedule of assigned work fourteen days prior to the first day of each month.

With respect to those employees who are working a road patrol schedule, overtime compensation shall accrue to any employee who works a road patrol schedule in excess of eighty-four (84) hours in any fourteen (14) day work period. Furthermore, any such employee who works in excess of twelve (12) hours in any given work day or who works a scheduled off day shall be entitled to overtime compensation. Any such overtime accrued must have the prior approval of the Police Chief or the employee to whom the Police Chief has delegated scheduling authority.

With respect to those employees who are working as detectives, overtime compensation shall accrue to any employee who works in excess of eighty-four (84) hours in any fourteen (14) day work period. Any police officer assigned to the position of detective who works in excess of ten and one-half (10.5) hours in any given work day or who works a scheduled off day shall be entitled to overtime compensation. With respect to those employees who are working as school resource officers (SRO) or regional enforcement narcotics unit officers (RENU), overtime compensation shall accrue to any employee who works in excess of eighty (80) hours in any fourteen (14) day work period. Any SRO or RENU officer who works in excess of eight (8) hours in any given work day or who works a scheduled off day shall be entitled to overtime compensation. Any such overtime accrued must have the prior approval of the Police Chief or the employee to whom the Police Chief has delegated scheduling authority.

SRO's shall maintain an eight (8) hour work day during the school term. When the school completes its school year, SRO's will be assigned to the road patrol schedule and will work a twelve (12) hour shift and otherwise follow the provisions set out herein for road patrol officers.

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

Each employee shall work overtime in excess of the standard work day depending on the needs of the department, as shall be determined by the Police Chief.

For the purposes of this Agreement, a day shall be defined as a twenty-four (24) hour period beginning with the starting time of the employee.

Any employee may switch his off day with another employee of the same rank with the prior approval of his supervisor and shall not be unreasonably denied. An employee may switch his off day with himself with the prior approval of the Police Chief or his designee. The decision of the Police Chief or his designee on permitting an employee to switch his off day with himself shall not be subject to the grievance procedure.

Any overtime accrued within a fourteen (14) day period shall be compensated in either pay or compensatory time off. Overtime pay shall be at the rate of one and one-half (1-1/2) times the normal hourly rate of the employee. Compensatory time off shall be earned at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. Any employee requesting to use this compensatory time off shall be permitted to do so within a reasonable period after making such request, provided such use does not unduly disrupt the operations of the Police Department. Any refusal by the Police Chief or his designee to allow an employee compensatory time off shall be done in good faith based on operational needs of the Police Department.

Those employees working a twelve hour shift shall be paid for eighty (80) hours biweekly. To compensate for the additional four hours worked during each fourteen (14) day period, each employee on a twelve hour shift shall be entitled to an Earned Day Off (EDO) every six weeks.

Selection of EDO's shall be provided for in a policy adopted by the Police Chief, terms of which shall not be subject to the grievance procedure. The policy may restrict scheduling of an EDO to specific days of the week. Once an employee is assigned his initial EDO, following EDO's will be exactly forty-two (42) days later. There shall be no hours credited toward the standard 168 hours/28 day work cycle earned by the employee on the EDO.

Notwithstanding the foregoing, any employee who returns from unpaid medical leave of four weeks or longer shall not be eligible for the EDO next occurring in his rotation. However, this restriction on taking the next scheduled EDO after returning from unpaid medical leave shall not prevent the employee from scheduling a vacation day to replace the next scheduled EDO.

Each employee shall be permitted to accrue no more than two hundred forty (240) hours of compensatory time. No employee who has accumulated two hundred forty (240) hours or more of compensatory time shall be allowed to convert overtime pay to compensatory time. Each employee shall be entitled to convert an unlimited amount of accumulated compensatory time to cash in June of each year, payable by the first pay period of June. All compensatory time accumulated through the pay period ending date prior to the first pay day in December shall be converted each year to cash, with payment therefore being due at the first pay period in December, except that each employee shall be entitled to elect to carry over from year to year a maximum amount of forty-eight (48) hours.

Employees shall select their shift assignments within their work assignment area, according to their seniority, subject to the operational needs of the Department. Shift preferences are to be submitted during the month of November of each Agreement year. Upon transfer from one work assignment area to another a transferred employee shall be given the opportunity to select his shift assignment in accordance with his seniority within ninety (90) calendar days of the effective date of such transfer. Grievances pertaining to this section may go through Step 2 of the grievance procedure (Administrator only).

The employer shall schedule starting and ending times for all employees. However, for those employees working a twelve (12) hour shift, the start time shall range between 0530 and 0730 for the morning shift, and 1730 and 1930 for the evening shift.

ARTICLE 9. GRIEVANCE PROCEDURE

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

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

The grievant or the FOP may withdraw a grievance at any point-by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the grievant to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual agreement.

A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting more than one

(1) member of the bargaining unit in a similar manner, one (1) member selected by such group will process the grievance, and shall so indicate that the grievance is a group grievance.

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

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

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

- A. Grievant's name and signature;
- B. Date, time and location of grievance;
- C. Description of incident giving rise to the grievance;
- D. Date grievance was first discussed;
- E. Name of supervisor with whom grievance was first discussed;
- F. Date grievance was filed in writing;
- G. Articles(s) and Section(s) of the Agreement alleged to have been violated;
and
- H. Desired remedy to resolve grievance.

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

Step 1 The grievant shall submit the grievance in writing to the Police Chief within ten (10) calendar days after an employee knows or should have known the facts giving rise to the grievance. Once a grievance has been reduced to writing no change may be made in the subject matter of said grievance. Upon receipt of a written grievance, timely filed, the Police Chief shall arrange a hearing within five (5) working days. Said hearing shall include the aggrieved employee and his FOP member representative. Neither the aggrieved employee nor the Police Chief shall be represented by legal counsel at the hearing. The Police Chief shall preside over the hearing, hear the entire case and obtain all of the facts. The Police Chief shall then render a written decision within five (5) working days from the completion of the hearing. In the event of the absence of the Police Chief from Hamilton County, Ohio during this time period, the running of time

shall be tolled until such time as the Police Chief returns to Hamilton County, Ohio, said time not to exceed twenty-one (21) calendar days. Any time limits provided for in this step may be extended by Agreement of the parties.

Step 2 If the grievance is not resolved in Step 1, the employee may, within ten (10) days from receipt of the written response of the Police Chief to the grievance, appeal the grievance by filing written notice with the Township Administrator requesting a hearing. The Township Administrator shall schedule a hearing within twenty (20) working days of his receipt of the notice of appeal. This time limit may be extended by agreement of the parties. The employee may be represented by an FOP member representative at said hearing. Both the employee and the Employer may be represented by legal counsel at said hearing. The Township Administrator shall render his decision within ten (10) working days of the hearing, with copies sent to all parties concerned.

Step 3 If the grievance is not resolved in Step 2, the employee, within ten (10) days from the receipt of the decision of the Administrator to the grievance, may appeal the grievance by filing written notice with the Green Township Clerk requesting a hearing before the Board of Trustees. The employee may be represented at this step by an FOP member representative. Both the employee and the Employer may be represented by legal counsel at said hearing. The grievance shall be heard by the Board of Trustees in Executive Session, within thirty (30) days after receipt of the notice of appeal. This time limit may be extended by agreement of the parties. The Board of Green Township Trustees shall render a written decision within fifteen (15) working days after the hearing.

Step 4 A grievance unresolved at Step 3 may be submitted to Arbitration upon request of the FOP in accordance with the provisions of this Article.

The failure of the Employer to issue a decision or conduct a hearing in a timely manner as provided for in Steps 1 through 3 shall be deemed to be a denial of the grievance.

The FOP, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty-four (24) calendar days from the date of the final answer on a grievance from Step 3, the FOP shall notify the Employer of its intent to seek arbitration over an unresolved grievance. The FOP may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the twenty-four (24) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or representative(s).

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

- B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He may not modify or amend the Agreement. Five (5) days before the beginning of an arbitration hearing the parties shall exchange witness lists and copies of all documents which they intend to use at the hearing. Failure to include a specific person on the required witness list shall preclude that person's testimony at the arbitration. If a party intends to present facts which were not presented at previous grievance steps, a synopsis of the new facts shall be included with the witness lists and documents which are to be exchanged.

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

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

Neither the employee nor any witness employed by the Employer shall lose pay as a result of attendance at any of the steps of the grievance procedure; however, the parties hereto do hereby stipulate that attendance at any grievance proceeding shall not be deemed hours worked and shall therefore not be included in the calculation of any overtime or compensatory time.

When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP representative will be notified of his right to be present at the adjustment.

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

ARTICLE 10. PROBATIONARY PERIODS

Each new employee shall be required to serve a probationary period of twelve (12) months. A probationary employee whose service has been determined by the Police Chief to be unsatisfactory shall have his employment terminated by the Board of Trustees on or before the completion of his probationary period. Neither the Police Chief nor the Board of Trustees shall be required to furnish to the employee or the FOP reasons for the Police Chief's determination that the performance of a probationary employee is unsatisfactory. Said determination shall not be grievable. Upon satisfactory completion of the probationary period, an employee shall be given permanent status.

An employee promoted to the position of Corporal shall be required to successfully complete a probationary period of twelve (12) months with a performance evaluation given to the employee at the half-way mark of the probationary period. An employee serving a promotional probationary period whose performance is judged unsatisfactory shall be returned to his former classification.

A promotional probationary period termination can be grieved only through Step 3 of the grievance procedure.

ARTICLE 11. HOLIDAYS

The following shall constitute legal holidays for all full-time employees:

- A. New Year's Day
- B. Martin Luther King Day
- C. President's Day
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Columbus Day
- H. Veterans Day
- I. Thanksgiving Day
- J. Christmas Day

Each employee hired on or after January 1, 2008 shall be paid for sixty (60) hours of holiday pay on July 1 of each year of this Agreement and sixty (60) hours of holiday pay on December 1 of each year of this Agreement. The holiday pay shall be paid out to each such employee at the first

pay period of July and December, based on ten hours per month of employment for the months of January through June and the months of July through December of each year.

All other employees shall be credited with sixty (60) hours of holiday compensatory time on January 1 of each year of this Agreement and sixty (60) hours of holiday pay on July 1 of each year of this Agreement. The holiday pay shall be paid out to each employee at the first pay period of December, based on ten hours per month of employment for the months of July through December of each year. Holiday compensatory time shall be considered separately from overtime compensatory time.

Any employee requesting to use this compensatory time off shall be permitted to do so within a reasonable period after making such request, provided such use does not unduly disrupt the operations of the Police Department. Any refusal by the Police Chief or his designee to allow an employee compensatory time off shall be done in good faith with the anticipation that such time off shall impose an unreasonable burden on the Police Department's ability to provide services of acceptable quality and quantity for the public during the time requested without the use of the employee's services.

In the first pay period in December of each calendar year of this Agreement, employees shall be paid at the employee's regular rate of pay, by separate check, for the balance of holiday compensatory time to their credit.

Holiday compensatory time credit and cash conversion shall be pro-rated for those employees employed for less than the entire calendar year based upon the holidays which occur or occurred during their period of employment.

An employee who separates prior to the first pay period of December and who has taken holiday compensatory time in excess of his pro-rata entitlement, shall have the excess time deducted from any final compensation due. An employee who separates prior to the first pay period of December shall be paid by separate check for the balance of holiday compensatory time to his credit at the employee's regular rate of pay.

Special holidays of a religious nature may be allowed without pay at the discretion of the Township Administrator upon advance request of the individual employee. Reasonable effort shall be made to accommodate such requests.

Holidays occurring during a formal unpaid leave of absence are without pay.

ARTICLE 12. SICK LEAVE

All full-time employees are allowed paid sick leave from their duties based on the following provisions:

- A. Employees shall accrue one and one-fourth (1-1/4) days sick leave for each month of service.

- B. Unlimited accumulation of sick leave.
- C. Sick leave may only be used for absences due to an employee's personal illness or injury, except as expressly provided herein.
- D. Any sick days used by the employee will be deducted from his account, and a new balance will be calculated.
- E. Sick leave does not accumulate while the employee is on suspension or any unpaid leave of absence in excess of one (1) month.
- F. Unused sick leave shall not be paid on termination for any reason, except as provided in Paragraphs G and H, hereafter.
- G. Any full-time employee who accumulates sick leave pursuant to this provision and pursuant to the provisions of the Ohio Revised Code, who retires from the Police Department and applies for retirement benefits from the Public Employees Retirement System of Ohio, shall receive a sum equal to thirty percent (30%) of his accumulated sick leave to a maximum of seven hundred twenty (720) hours.

For Example: In order to receive the maximum payment for seven hundred twenty (720) hours, the employee must have accumulated sick time equal to or in excess of two thousand four hundred (2,400) hours.

- H. Employees are currently provided with life insurance benefits in the amount of fifteen thousand dollars (\$15,000) through the group medical plan of the Employer. The designated beneficiary of the employee, or the estate of employee in the event no living beneficiary is designated, shall receive, as an additional death benefit, a sum equal to sixty percent (60%) of the accumulated sick leave to a maximum of seven hundred twenty (720) hours.

Break in Service:

- A. Any employee who is re-employed by the Green Township Police Department within one (1) year (including those who re-enter by new examination) shall be credited with any accumulated sick leave balance remaining at the end of his previous service, provided he has not used such sick leave in the employ of another public agency of the State of Ohio or a political subdivision thereof, or has not been reimbursed under an approved severance or retirement plan.
- B. No credit is given if the employee has been out of service more than one (1) year, except because of military leave.

Types of Sick Leave: The following are types of sick leave available to employees:

- A. SWP (Sick with Pay): SWP shall be granted when an employee is physically unable to work due to illness, pregnancy related disabilities, off-duty injury or official quarantine.

Sickness or injury caused by outside employment cannot be charged to SWP. Routine medical and dental appointments cannot be charged to SWP. The Police Chief has the responsibility of determining if an appointment is routine or otherwise. No SWP is paid for convalescence outside of Hamilton County without written approval of the Township Administrator.

- B. SWP-F (Sick with Pay-Family): Each calendar year each employee shall be entitled to use a maximum of ten (10) days of sick leave for SWP-F. Usage of leave for illness in the family varies according to the composition of the immediate family (spouse, parent, parent-in-law, child, step child, ward or sibling) and the seriousness of the case.
- C. SWP-M (Sick with Pay-Maternity): SWP-M shall be granted for the period during which the employee is physically unable to work due to her pregnancy, childbirth, miscarriage, a related medical procedure or recovery therefrom.

The duration of the leave is determined on an individual basis by the treating physician. The employee must notify her Police Chief approximately two (2) weeks in advance of her expected date of departure. Employees experiencing unexpected emergencies will not be penalized for failure to give proper notification.

- D. Funeral Leave: Employee shall be granted funeral leave as follows:
1. Employee shall receive a maximum of four (4) consecutive work days of funeral leave in the event of the death of spouse, parent, parent-in-law, child, step child, ward, loco parentis, or any other relative who permanently resides in the household. This shall be deducted from any sick leave balance. Otherwise it shall be unpaid.
 2. Employee shall receive a maximum of three (3) consecutive work days of funeral leave in the event of the death of a sibling of any other member of the employee's immediate household not included in the preceding paragraph who does not reside in the employee's residence. This shall be deducted from any sick leave balance. Otherwise it shall be unpaid.
 3. Employee shall receive a maximum of two (2) consecutive work days of funeral leave in the event of the death of a grandparent. This shall be deducted from any sick leave balance. Otherwise it shall be unpaid.
 4. Employee shall receive a maximum of one (1) work day of funeral leave in the event of the death of aunt, uncle, great aunt or great uncle. For the

purpose of this Article, the children of aunts and uncles, children of siblings or spouses of siblings, shall also be included in this classification. This shall be deducted from any sick leave balance. Otherwise it shall be unpaid.

Use and Control of Sick Leave:

SWP and SWP-F should not be authorized unless the employee has properly reported and fully justified his absence to the satisfaction of the Police Chief.

Doctor's Verification: The employee's entire record will determine how much proof is required. For any absence of four (4) consecutive days or more, the employee must provide doctor's verification of illness or injury unless waived by the Police Chief.

ARTICLE 13. VACATION

- A. All regular full-time employees shall accumulate hourly vacation time on the basis of each pay period according to the following schedules:

Vacation: Increases in vacation based on seniority begin at the start of the anniversary pay period.

KEY:

Column A -

Vacation hours earned per pay period.

Column B -

Maximum allowable balance of accrued vacation hours.

<u>SENIORITY</u>	<u>A</u>	<u>B</u>
Less than 4 Years	3.2 Hours	215 Hours
4 Yrs - 9th Anniv.	4.6 Hours	300 Hours
9 Yrs - 14th Anniv.	6.2 Hours	380 Hours
14 Yrs and up	7.7 Hours	410 Hours

Any accrued or carried over vacation will be paid to employees upon termination within the limits previously stated.

Vacation must be scheduled and have the approval of the Chief of Police, subject to the operational needs of the department.

- B. Three-fourths (3/4) of an employee's time of employment as a sworn law enforcement officer with another law enforcement agency within the State of

Ohio shall be deemed as seniority in computing vacation time to which an employee is entitled. This paragraph shall apply only to those persons in the employment of the Green Township Police Department as of January 1, 1993.

- C. An illness of an employee while on vacation will not change the vacation selection. The employee will be charged with vacation days and not sick days. The only exception is if the employee is hospitalized in which case the vacation days will be changed to sick days and the unused vacation days will be postponed.
- D. Employee Responsibility: Employee must fill out a Request and Authorization for Leave prior to vacation. This form is to be filed far enough in advance to allow employee scheduling. Specific department procedures will be established by the Police Chief.
- E. Each employee shall be entitled to convert to cash up to forty (40) hours accrued vacation time annually. Any such election to convert vacation time shall be between June 1 and June 15 or December 1 and December 15.
- F. Requests for vacation submitted prior to February 1 for use during the period March 15 of the current year through March 14 of the following year shall be granted on the basis of the employee's seniority for up to three (3) blocks of vacation time, with each block to be no more than four (4) consecutive days. In addition, a fourth block request may be submitted that covers only the last two weeks of December.
- G. Vacation requests submitted after February 1 will be honored on the basis of the date of the application. In the event two or more employees submit on the same day a request for the same day off, the decision on vacation approval shall be based on seniority.
- H. Notwithstanding the foregoing, vacation requests for the period December 15 through December 31 of each year shall not be considered by the Chief until December 1 of each year.

ARTICLE 14. COURT TIME/CALL-IN PAY

Whenever an employee is required to appear on off-duty time before any official court, or before the Prosecutor in pretrial conference, on matters pertaining to or arising from the employee's official duties, the employee shall receive three (3) hours pay at the overtime rate for such appearances. If an employee appears before a court or at a pretrial conference for more than three (3) hours, or is required to make more than one appearance during any given off-duty day, such excess time or additional appearances shall be compensated at one and one-half (1-1/2) times the employee's normal hourly rate of pay for all time spent in such appearance or appearances. In order to provide travel time, the timing for the three hours minimum pay shall commence thirty (30) minutes prior to the scheduled Court time. In the event that the employee

is required to pick up evidence from the Hamilton County Sheriff's property room prior to the court appearance and is required to return the evidence to the property room after the court appearance, the three hours minimum pay timing shall commence on the departure of the employee from police headquarters to the Sheriff's property room and will terminate when the employee returns to police headquarters from returning the evidence to the property room after the court appearance.

Call-in pay is defined as payment for work or training assigned by the Police Chief and performed by an employee after time disconnected from his normal and pre-scheduled hours of work.

Work done in this manner shall be compensated at the overtime rate of pay with a minimum of three (3) hours and shall be paid only during the time the employee is required to return to work by the Police Chief.

A minimum of one-third of the overtime credited each employee for court time or call-in shall be paid in cash at the employee's next pay period. The balance of two-thirds of the overtime credited each employee for court time or call-in may be taken in compensatory time if so elected by the employee.

ARTICLE 15. LEAVES OF ABSENCE

- A. A leave of absence may be granted by the Chief of Police with the approval of the Township Administrator under the following conditions:
1. Leave of absence is always without pay.
 2. Leave of absence may only be granted to regular full-time employees who have successfully completed their probationary period of twelve (12) months.
 3. The request for a leave of absence must be in writing from the employee outlining the reasons.
 4. On any approved leave of absence in excess of one (1) month, the employee shall pay monthly in advance the total premium cost for his medical, dental, life, and any other insurance for the duration of the leave. This cost is to be paid in advance of the leave or the coverage will be terminated.
 5. Failure to return from a leave of absence at the specified date will be considered as a resignation.
 6. All approved leaves of absence shall be confirmed in writing to the employee by the Township Administrator with a copy to the employee's

file.

7. Vacation and sick leave do not accrue on a leave of absence in excess of one (1) month. Vacation allowance is paid at the time of departure on the amount unused and accrued. Any sick days accumulated prior to the leave can be reinstated immediately upon return.
8. Under no circumstances will a leave of absence extend beyond one (1) year, except as otherwise provided herein.

B. Types of leave of absence:

1. Military: Serving one's country.

A regular full-time employee who leaves a position for the purpose of entering full-time military services, by virtue of draft, is placed on a military leave of absence. All Federal and State laws relating to the military will be adhered to.

A regular full-time employee of the Employer who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Organized Militia, the Ohio Naval Militia, or member of other reserve components of armed forces of the United States is entitled to a military leave of absence from his duties without loss of pay for the time he is performing service in the uniformed services, as defined in Section 5903.01 of the Ohio Revised Code for periods of up to one month, for each calendar year in which he is performing services in the uniformed services.

In the event that an employee who is entitled to leave under this section is called or ordered to the uniformed services for longer than one month in a calendar year, because of an executive order issued by the president of the United States or an act of congress, he shall be entitled during the period designated in the order or act to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of the following:

(1) The difference between the employee's gross monthly wage or salary as a full-time employee and the sum of the employee's gross uniformed pay and allowances received that month;

(2) Five hundred dollars.

No employee shall receive payments as set out above in (1) and (2) if the sum of the employee's gross uniformed pay and allowances received in a pay period exceeds the employee's gross wage or salary as a full-time employee for that period or if the employee is receiving pay during his initial month of uniformed service in any calendar year as set out above.

2. Occupational Injury Leave With Pay:

In the event of an occupational injury or an occupational illness incurred as a direct result of performing an assigned or sworn function within the scope of the employee's authority, which illness or injury is not the result of the employee's "horse-play," recklessness, or self-infliction, and upon the employee's application, the Employer may grant the employee, beginning on the eighth (8th) calendar day of absence or on the first (1st) day the employee is admitted to a hospital as an in-patient, whichever is earlier, Occupational Injury Leave with full pay for a period not to exceed ninety (90) work days. The authorization of an Occupational Injury Leave is a matter of administrative discretion, and the Employer will decide in each individual case if Occupational Injury Leave is to be granted. The granting of an Occupational Injury Leave shall not be unreasonably denied. The Employer, at its sole discretion, may extend an Occupational Injury Leave. The Employer's failure to extend a leave shall not be subject to the grievance procedure.

Illnesses considered common or routine among the general public (e.g. cold, flu, chicken pox, etc.) shall not entitle an employee to Occupational Injury Leave. Unusual and serious illnesses (e.g. hepatitis, tuberculosis, etc.) and "stress-related" psychological and physical conditions and illnesses (e.g. neuroses, psychoses, depression, hypertension, stroke, heart disease, etc.) may entitle an employee to Occupational Injury Leave only if incurred in accordance with the conditions set forth in the preceding paragraph.

An employee applying for Occupational Injury Leave hereunder, shall authorize the release to the Employer of all medical information pertinent only to the occupational injury or illness possessed by the employee's treating physician(s) and treatment facility(ies), if so requested by the Police Chief or his designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Any employee claiming an occupational illness or injury shall file an injury claim with the Ohio Bureau of Worker's Compensation as soon as possible. Upon approval of the claim by the Ohio Bureau of Worker's Compensation, an Occupational Injury Leave granted on the eighth (8th) day of absence shall be made retroactive to the first (1st) day of absence, and any sick leave, compensatory time or vacation used by the employee during the first eight (8) days of absence shall be restored to his credit. The employee shall remit to the Employer all income benefits paid by the Ohio Bureau of Worker's Compensation for the period during which the employee received full pay from the Employer while on Occupational Injury Leave. In the event the claim is denied by the Ohio Bureau of Worker's Compensation, the employee shall revert to sick leave status, and

shall be charged with sick leave and/or vacation leave for all time paid by the Employer for Occupational Injury Leave.

In lieu of granting Occupational Injury Leave, the Employer may assign the employee to light duty with the approval of, and within the limitations set by, the employee's treating physician.

Any employee on Occupational Injury Leave shall be ineligible for payment of the attendance incentive bonus during this leave period. The employee's record of consecutive attendance prior to being placed on Occupational Injury Leave will be frozen during the time of the leave period so that no time on this leave period shall be credited to the attendance record. After completing the Occupational Injury Leave the employee shall be entitled to resume eligibility for the attendance incentive bonus based on his status prior to beginning the Occupational Injury Leave period.

Any employee on Occupational Injury Leave With Pay shall accrue sick leave and vacation leave at fifty (50%) percent of the normal rate of accrual provided employees elsewhere in this contract.

3. Occupational Injury Leave Without Pay:

Occupational Injury Leave Without Pay status occurs when an employee has exhausted all Occupational Injury Leave With Pay and has exhausted all accumulated Sick With Pay Time. At that point, the employee will no longer receive pay or compensation. The determination of eligibility for commencement and termination of Occupational Injury Leave Without Pay shall be made by the Township Administrator subject to review by the Green Township Board of Trustees upon written request by the employee within ten (10) days of any such determination. The employee shall be required as a condition of his eligibility for Occupational Injury Leave Without Pay status to furnish the Township Administrator information as required by him necessary to make this determination. An employee may be carried under Occupational Injury Leave Without Pay for a period of twelve (12) months.

4. Family and Medical Leave:

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

requesting family and medical leave.

Written request for family and medical leave must be presented as far in advance as possible, but not less than thirty (30) days in advance, unless unforeseen circumstances prevent advance notice.

Prior to granting family and medical leave, and during the period of family and medical leave, the employee must provide the Employer or designee with any requested documents or information pertaining to the reason for requesting family and medical leave.

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

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

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

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

ARTICLE 16. SALARIES, WAGES AND COMPENSATION

Effective January 1, 2014 all employees governed by this Agreement shall receive wages at the hourly wage rates set forth in Appendix A hereof, which shall be an increase of zero (0%) in years one and three of the contract, and two percent (2%) in year two of the contract.

The position of Corporal shall have at the first step four percent (4%) differential above top Patrol Officer; the second step shall have five percent (5%) differential above the top step for Patrol Officer; the third step shall have six percent (6%) differential above the top step for Patrol

Officer.

Beginning on the first day of the pay period within which an employee completes the required number of years of total service with the Employer, he will receive an automatic adjustment in his rate of pay equal to and in accordance with the following:

Ten (10) years of service	One percent (1.0%)
Fifteen (15) years of service	One and One-Quarter percent (1.25%)
Twenty (20) years of service	One and One-Half percent (1.50%)

The amount of the adjustment will be added to the employee's rate of pay. The adjustment is not cumulative; i.e., when an individual reaches fifteen years of service, his rate of pay is adjusted by 1.25% and not by 1% for his first ten years of service and another 1.25% for reaching fifteen years of service. The gaining of longevity adjustments shall not be affected by promotion, demotion, or other changes in classification held by the employee.

This Section shall be effective immediately and each employee shall have his pay adjusted in accordance herewith beginning the first pay period after the effective date of this Agreement.

Any Bargaining Unit Member serving as a Field Training Officer (FTO) shall receive a premium pay adjustment of one dollar (\$1.00) for all hours worked in that status, unless the trainer has rank of corporal or above.

All premium pay adjustments and longevity pay shall apply to regular and overtime hours worked.

Notwithstanding the foregoing, the Employer shall have the right to place a new hire at any salary step above Step One, except that a new hire shall not be placed at the "After 36 Months" step.

ARTICLE 17. ATTENDANCE INCENTIVE BONUS

In the event that an employee does not miss any scheduled work during a six month period he shall be entitled to a bonus of \$200.00. Missing scheduled work because of use of vacation time, compensatory time, or funeral leave covered under Section D (1) of the Funeral Leave provisions addressed elsewhere in this Agreement, or if any employee is away from work under the terms of the Family Medical Leave Act shall not disqualify an employee from the \$200.00 attendance incentive.

If an employee uses sick leave or misses work due to a Township administered suspension for a disciplinary matter, then he would not be eligible for the attendance incentive.

If a work day is missed, then the six month cycle begins again, so that at all times an employee can be working toward the Incentive Bonus. For example, if an employee misses work on March 1st and returns on March 2nd, six month period would begin on March 2nd.

The Incentive Bonus will be paid within the next two pay periods after the employee reaches the six month anniversary.

The employee shall be responsible for keeping track of his eligibility for the attendance bonus and shall submit evidence of his eligibility to Employer within thirty (30) days after he has qualified for an incentive bonus.

Eligibility for the attendance bonus shall be affected by the provisions addressed elsewhere in this Agreement on Occupational Injury Leave.

ARTICLE 18. MEDICAL INSURANCE

All permanent full-time employees are eligible to be covered by the Medical Program upon completion of thirty (30) days' employment. For the term of this Agreement, the Employer shall make available to such employees a Medical Program, to the extent possible, substantially equivalent to the plans in effect as of the date of this Agreement. The Medical Program currently provides, at the election of the employee, a health care plan, a dental care plan, a life insurance plan, and the Medical Reimbursement Programs currently in effect.

The parties hereto acknowledge that increasing premium costs and/or changes in the health insurance industry may cause the present plan to increase in cost to the Township to a degree that warrants the Board of Trustees to reexamine the Medical Program.

All employees electing to be included in the Medical Program shall contribute toward the premium an amount equal to fifteen (15%) percent of the cost to the Township of the coverage chosen by the employee. The amount equal to the percentage contribution by the employee will be adjusted annually as the cost to the Township is adjusted by the Medical Provider.

All payments required hereunder shall be made on a payroll deduction basis. Said deduction shall be made during the first pay period of each month.

Each employee who is otherwise eligible to participate in the Medical Program shall be eligible to opt out of the Medical Program if the employee elects to do so, provided that the employee provides evidence to the Employer of other health insurance coverage. If an employee elects to opt out of the Medical Program he shall be entitled to payment as follows:

Single coverage	\$1,500
Employee plus child	\$2,000
Employee plus spouse	\$2,500
Family coverage	\$3,000

Said payment shall be prorated over the course of the calendar year. In the event that an employee has chosen to opt out of the Medical Program, and subsequently loses coverage from his other plan, he shall be eligible to return to the Medical Program upon completion of enrollment documents with the Medical Program insurance providers. In the event that an employee has received a payment from the Employer for opting out of the Medical Program, and subsequently chooses to return to the Medical Program, any pro-rated payment made to the employee which is unearned because of the timing of the return to the Medical Program shall be returned to the Employer within thirty (30) days of the employee's return to the Medical Program either through direct payment or through payroll deduction.

ARTICLE 19. SENIORITY

Seniority shall be defined as the length of continuous permanent full-time service as an employee of the Green Township Police Department. Seniority shall not be available to employees during their probationary period, but shall be retroactive to the most recent starting date upon the successful completion of the probationary period.

- A. The following situations shall not constitute a break in continuous service:
 - 1. Absence while on approved leave of absence;
 - 2. Absence while on approved sick leave or disability leave;
 - 3. Military leave; and
 - 4. A layoff of three (3) year's duration or less.

- B. The following situations constitute breaks in continuous service for which seniority is lost:
 - 1. Discharge or removal for just cause;
 - 2. Retirement;
 - 3. Layoff for more than three (3) years;
 - 4. Failure to return to work within ten (10) calendar days of a recall from layoff;
 - 5. Failure to return to work at the expiration of leave of absence; and
 - 6. A resignation.

In the event two (2) or more employees have the same starting date, the employee with the highest test score shall have seniority over the employee with the lower test score.

ARTICLE 20. LAYOFF AND RECALL

When the Employer determines that a long-term layoff is necessary, he shall notify the affected employees fifteen (15) calendar days in advance of the effective date of the layoff. Employees will be notified of the Employer's decision to implement any short term layoff, lasting nine (9) working days or less, as soon as possible. The Employer, upon request from the FOP, agrees to discuss, with representatives of the FOP, the impact of the layoff on bargaining unit employees. Any layoff in the bargaining unit shall be instituted in accordance with seniority, as defined in Article 19 of this Agreement, within the classification groups. Classification groups are as follows:

Corporal
Police Officer

In the event an employee in one of the classification groups is notified of a layoff, and there is a less senior employee in the other classification group, the laid off employee may displace the less senior employee in the other group provided the laid off employee possesses all qualifications and certifications required for that particular position, and (1) the laid off employee has previously held that position or one substantially similar to it, or (2) the laid off employee can demonstrate that he can perform the duties of the particular position. Any employee who displaces pursuant to this Section shall be paid at the rate assigned to the classification he displaces into or at the rate previously held, whichever is higher. This provision applies only to bargaining unit employees and bargaining unit positions. For the purposes of this Article, a Sergeant may displace a Corporal or Police Officer.

Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the classification to which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Any training required in this Section shall be at the Employer's expense.

Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Prior to the initiation of any layoff, the Employer shall terminate any subcontracting payments that have been budgeted within the General Fund for any other police agency.

ARTICLE 21. PERSONNEL FILES

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

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

Records of counseling and reprimands and records of discipline of five (5) days or less shall cease to have force and effect two (2) years after the date of issuance, provided no intervening discipline has occurred. All other discipline shall cease to have force and effect four (4) years after the date of issuance provided no intervening discipline has occurred. Upon request of the employee the above records shall be destroyed provided no intervening discipline has occurred, subject to the Ohio Public Records Act. Complaints that do not result in any disciplinary action shall not be maintained in any employee files.

The following items shall be considered public information available upon request to the Police Chief, or his designee, from an employee's official personnel file: Annual salary; degree(s) held; areas of special certification; and awards or commendations. In the event of a request for disclosure of information regarding a specific employee, the employee shall be notified by the Police Chief prior to the release of the requested information. All other documents in the personnel file shall be considered confidential and shall not be conveyed in any manner to any person unless by Court order, subpoena, or written permission of the employee, subject to the Ohio Public Records Act.

ARTICLE 22. PROMOTIONS

The parties agree that all appointments to positions covered by this Agreement, other than original appointments, shall be filled in accordance with this Article, and with bargaining unit members.

All promotions in rank which result in an increase in pay, or assignment to a higher pay range, shall be based upon merit and fitness as determined by promotional examination and other

criteria established by the Employer. It shall be the sole right and responsibility of the Employer to administer and evaluate all promotional examinations, assessments and testing procedures, and to cause to be developed all promotional examinations, assessments and testing procedures. Examinations shall be developed by an independent testing examiner or service. Prior to the administration of any examination, the Employer shall post on department bulletin boards, with a copy to the FOP, the structure of the examination with the weight to be granted for each factor or part of the examinations. Upon request from the FOP, the Employer agrees to meet and discuss the structure and weight factors of an examination prior to the examination being administered, with final decision to rest with Employer.

In order to be eligible for a promotional examination, an applicant must have or will have either completed four years of service as a sworn officer of any rank with the Green Township Police Department or must have or will have completed the required length of probationary service (as stated on the examination posting) in the immediately preceding rank prior to the date of the examination.

Seniority credit shall be based upon service completed as of the date of the examination.

Eligibility lists established by promotional examinations shall remain in effect for one (1) year from the date of certification of the results by the testing service, or until the list is exhausted, whichever ever comes first unless extended by Employer for a second year. Copies of eligibility lists shall be provided to the FOP. Any bargaining unit member may inspect his written examination within thirty (30) calendar days from the date of certification.

Promotions may be offered to any one (1) of the top five (5) scorers on an examination.

ARTICLE 23. PERFORMANCE EVALUATION

All performance evaluation policies and procedures as established by the Employer shall be applied to bargaining unit employees in a consistent and equitable manner.

When an employee has worked under the direction of more than one (1) primary supervisor during any evaluation period, the input of each primary supervisor shall be considered in the preparation of the performance evaluation.

The results of any performance evaluation shall not be subject to the grievance procedure provided for in this Agreement. An employee may, however, utilize the internal review procedure.

ARTICLE 24. HEALTH AND SAFETY

Each employee shall be provided with information as part of orientation, in-service training, and on as needed basis about communicable diseases to which he may be exposed in the performance of his duties. Information provided shall include the symptoms of the diseases, mode of

transmission, methods of self-protection, and recommendations for immunizations where appropriate. Employees may receive hepatitis vaccine or inoculation at no cost to the employee.

Each employee shall be provided with information and appropriate equipment to take precautions when his duties bring or may bring him into contact with blood or body fluids containing blood. Each patrol vehicle will be equipped with both disposable and reusable gloves.

ARTICLE 25. DONATED TIME

All members of the bargaining unit shall be eligible for donated time benefits, subject to the terms of this Article, to relieve hardship resulting from extended illness.

- A. When it comes to the attention of the Chief of Police that an employee's sick time credit has been or is about to be exhausted, he shall investigate:
 - 1. The character of the employee's present ailment;
 - 2. The prognosis of the employee's physician.
- B. If the Chief of Police approves a recommendation for an employee to be the recipient of donated compensatory time or vacation leave, a member of the bargaining unit wishing to voluntarily donate compensatory time or vacation leave for the benefit of such approved recipient shall submit a request to his supervisor listing the name of the beneficiary with the number of hours to be donated. Any grievance in connection with this Article may be pursued through Step 2 of the grievance procedure.
- C. In no case will donated time be employed to extend an employee's period of active duty beyond a recommended retirement day as established by the retirement board physician.
- D. Any donated time processed and not needed by a recipient due to retirement, return to duty, or other reasons, shall be returned to the donor.
- E. Donated time shall be converted to its cash equivalency and paid to the recipient at his regular hourly rate.

ARTICLE 26. BULLETIN BOARDS

The Employer agrees to provide bulletin board space in agreed upon areas of the facilities for use by the FOP.

All FOP notices of any kind posted on the bulletin boards shall be signed, posted or removed by a FOP representative. It is understood that no material may be posted on any FOP bulletin board at any time which contains the following:

- A. Personal attacks on any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Employer, or any other governmental units or officials; or
- C. Attacks on and/or favorable comments regarding a candidate for public office.

No FOP related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the FOP.

ARTICLE 27. WORK RULES - GENERAL ORDERS

It is the Employer's intent that all General Orders, Standards of Conduct, Rules and Regulations, Policies, Procedures, Directives and Work Rules will be applied uniformly within the group of employees to which such are directed. For the purpose of this Article all of the above shall be considered inclusive within the terminology of Work Rules/General Orders.

Every employee shall be informed of and shall have access to copies of work rules/general orders which apply to such employee.

Any additions or amendments to the work rules or general orders shall be reduced to writing, posted on department bulletin boards, and signed by all employees to acknowledge awareness of the addition or amendment within five (5) working days of the posting. Any employee on leave of absence, sick leave or vacation shall be required to sign the acknowledgment within three (3) working days upon return to work. This Section does not limit the right of the Employer to implement any work rules prior to the conclusion of the acknowledgment period.

ARTICLE 28. ALLOWANCES

- A. Employees who travel on authorized Township business for training or professional development purposes, approved by the Township Administrator as being in the best interests of the Township, shall be reimbursed for reasonable travel purposes, including air, rail or bus fares, parking, lodging and meals. The Township Administrator may establish maximum reimbursable limits for travel expenses. In the event such travel is outside the State of Ohio, prior approval shall be obtained by resolution of the Board of Trustees.
- B. Registration fees for conferences, seminars or other such events deemed to be in the best interest of the Township, when approved by the Township Administrator, shall be paid for the employee, either by direct payment, by advancement or

reimbursement. In the event such conference, seminar or event is to be held outside of the State of Ohio, prior approval shall be obtained by resolution of the Board of Trustees.

- C. In the event that an employee receives prior approval by the Police Chief or the Board of Trustees to use his personal vehicle for the purpose of Township business, such employee will be paid at the rate established annually by the Internal Revenue Service.
- D. All employees shall be paid a Six Hundred (\$600.00) Dollar clothing allowance during each year of the agreement, which shall be paid by separate check and shall be issued during the first pay period in July of each year to employees as of June 30 of such year.
- E. In addition to the allowance set out in (D) above, employees who are assigned duties as a plain-clothes officer shall be paid a Six Hundred (\$600.00) Dollar per year clothing allowance during each year of the agreement, which shall be paid by separate check and shall be issued during the first pay period in July of each year to employees as of June 30 of such year. This allowance shall be prorated for any employee who has not served as a plain clothes officer for an entire year.
- F. Employees are entitled to participate in a college level tuition reimbursement plan, for core courses required in the pursuit of a degree in Police Science or Criminal Justice, and that have been approved by the Police Chief. The Police Chief shall also have the discretion to include coverage for elective courses taken by the employee in the pursuit of a degree in Police Science or Criminal Justice. Upon completion of the course with a grade of 2.0 or better the Employer shall pay 50% of the tuition cost, with the tuition cost not to exceed the lesser of the cost of hourly tuition at the University of Cincinnati or the cost at the college where the course was taken. This tuition reimbursement shall be limited to one course per quarter or semester.
- G. The Employer will provide a physical examination every two years for all employees aged forty (40) or over. The Employer will provide a physical examination every five years for all employees under the age of forty (40). The physical examination shall be conducted by the employee's physician under the Township's medical insurance plan. Any cost for the physical examinations provided for herein which are not covered by the Township's medical insurance plan shall be paid by the Employer. Each employee participating in the physical examination will provide written authorization for the Employer to read the results of the physical examination and discuss same with the examining physician.

ARTICLE 29. UNIFORMS

Any and all items of apparel or equipment which are required of any sworn member of the Green Township Police Department in the performance of his duty shall be provided, free of charge, by the Employer, except socks, underwear, foundation garments, belts, shoes and gloves. This provision shall not include plain clothes for officers assigned to plain-clothes duties.

Old equipment, uniforms and weapons replaced by new issue must be returned to the Employer for disposal.

Upon retirement from the Green Township Police Department, the employee shall receive a retirement badge. In the event of death of any employee, the employee's family shall receive an appropriate badge.

The retiring employee shall also receive an identification card that identifies him as a retired Green Township Police Officer. The retiring employee shall be able to purchase his employer issued hand gun for One Dollar (\$1.00) unless prohibited by law or by a court decision if the employee is retiring on a service retirement basis. If the retirement is due to disability and the employee has a minimum of fifteen (15) years service with the Green Township Police Department, the retiring employee shall be able to purchase his employer issued hand gun for One Dollar (\$1.00) unless prohibited by law or by a court decision or unless the employees disability is mental or mentally related.

Where an employee supplies evidence that he sustained damage to personal property while performing the duties of his assigned work, provided such damage was not the result of "horseplay", willful misuse or negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacement up to a maximum of One Hundred Fifty (\$150.00) Dollars per year. The employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option. Any court ordered restitution received by an employee as compensation for damage to his personal property shall be remitted to the Employer up to the amount the Employer has paid hereunder. A property damage report shall be filed by the employee sustaining damage to his property.

In the event of damage to prescription eye glasses (including frames), contact lenses, dentures and other oral prosthesis, which damage occurs in the active discharge of an employee's duties, the Employer shall pay the difference, if any, between the amount of reimbursement from Workers' Compensation and the actual cost of repair or replacement.

ARTICLE 30. POLICE PROFESSIONAL LIABILITY INSURANCE

All employees will be covered with a Liability Insurance Policy for the term of this Agreement. Said Policy shall be, to the extent possible, substantially equivalent to the Policy in effect as of the effective date of this Agreement.

ARTICLE 31. DISCIPLINE

Employees shall not be compelled to participate in political activities, and the participation or failure to participate in a political activity may not be considered by the Township in its decision to hire, fire or promote an employee. Any Township employee who seeks to coerce another employee into participating in a political activity is subject to dismissal.

The Employer shall have the right to discipline or discharge any employee for just cause. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming a Police Officer, or any other acts of misfeasance, malfeasance, nonfeasance or other just cause shall be cause for disciplinary action. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

The tenure of every employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. No employee shall be reduced in pay and position, suspended, removed or discharged except for grounds stated in this Agreement. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take this type of action including but not limited to actions occurring while the employee is on duty, or working under the colors of the Employer, or in instances where the employee's conduct violates his oath of office. Forms of disciplinary action are:

- A. Counseling and/or training of a non-punitive nature;
- B. Oral reprimand;
- C. Written reprimand;
- D. Suspension without pay; 24 hours may be taken from accumulated vacation, holiday, or compensatory time by mutual agreement;
- E. Reduction in rank; and
- F. Dismissal.

Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

In any interview between a bargaining unit employee and a member of the administration (or internal affairs), once it is reasonably expected that discipline of the employee being interviewed may result, and at any conference in which discipline is administered, the affected employee may request that an FOP associate be present.

Whenever the Employer or designee interviews, questions, or interrogates bargaining unit

members in reference to alleged or suspected criminal misconduct, either in preliminary investigations or in disciplinary hearings, the following conditions shall apply:

- A. Employees being questioned as witnesses shall be so informed.
- B. When an employee who is suspected of misconduct is interviewed, questioned, or interrogated regarding such misconduct, he shall be apprised of the nature of the suspected misconduct as it is known at that time and his right to have the opportunity to have a FOP representative present to advise him during the questioning. He shall at this time be read the Garrity Warning.
- C. With the consent of the parties involved, preliminary investigations may be tape recorded. Formal disciplinary hearings shall be tape recorded by the hearing officer. A copy of the recording shall, at the request of the charged employee, be provided to the employee within forty-eight (48) hours of the close of the hearing. The employee may also record the hearing. All meetings or hearings provided for in this Section may be recorded by the charged employee.
- D. Preliminary investigations and disciplinary hearings shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his shift to the extent possible.
- E. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest periods, it being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minutes rest break.
- F. Results of a polygraph examination, voice stress analysis, or similar technology may not be used in any arbitration procedure under this Agreement.

All loss of pay disciplinary action including but not limited to suspensions, reduction in rank, and dismissal may be appealed through the grievance procedure. Disciplinary action not involving loss of pay may be grieved through Step 3 of the grievance procedure, but is not subject to the Arbitration procedure. Discipline involving suspensions of three (3) days or less may be grieved through Step 3 of the grievance procedure, but is not subject to the Arbitration procedure. Disciplinary action involving suspensions of more than three (3) days may be grieved through all steps of the grievance procedure.

Any employee charged with or under indictment 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. An employee may use accrued but unused vacation, holiday, or compensatory time during the leave. An employee found guilty by the trial court of a felony shall be summarily discharged. Where the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Article, but he shall be paid for all lost straight time hours and shall have any vacation, holiday, and/or compensatory time

used restored to his credit. The Employer shall continue to pay the employee's insurance premiums during the unpaid leave of absence, subject to the requirement of the employee's contribution as set forth elsewhere in this Agreement.

In all cases disciplinary action must be instituted within six (6) months of the date of the Employer's verification of the alleged misconduct.

ARTICLE 32. DRUG FREE WORKPLACE

Green Township is committed to providing a safe work environment and to fostering the well being and health of Its employees. This commitment is jeopardized when any Township employee misuses prescription or over-the-counter drugs, uses illegal drugs any time or alcohol on the job, comes to work with these substances present in his/her body, or possesses, distributes, or sells illegal drugs or alcohol in the workplace. The safety and health of employees, protection of the environment, quality of our products and services, and the financial performance of our Township can be directly affected by the use of illegal drugs and misuse of alcohol.

The Township believes that it is very important to provide a safe workplace for all of its employees. In so doing, the Township is taking steps to address the problem of substance use that negatively affects every workplace, including ours. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that alcohol abuse and illegal drug use are incompatible with employment at the Township. This policy applies to all employees of Green Township, including management. We cannot condone and will not tolerate behaviors on the part of employees that relate to prohibited substance use, such as:

- The use of illegal drugs.
- The misuse of alcohol.
- The misuse of prescription or over-the-counter medications.
- The sale, purchase, transfer, manufacture, use or possession of any illegal drugs.
- Arrival or return to work after having used any drug or alcohol or being under the influence of any drug (legal or illegal) or alcohol to the extent that job performance is affected.

An employee must notify the Township of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction. The Township will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

Other consequences that apply to all employees who violate this policy are clearly spelled out within this document.

This policy describes the six key elements of the program:

1. A written policy that clearly explains the program and how everyone benefits.
2. Substance awareness education for all employees.

3. All supervisors will be trained regarding their roles and responsibilities.
4. Drug and alcohol testing- the most effective way to change harmful substance

use

behaviors.

5. Employee assistance and support program.
6. Investment to Safety.

Employees will have the opportunity to receive information about substance use as a workplace issue signs, symptoms and dangers of use, and how and where to get help. Jennifer Triantafilou will be our Drug-Free Safety Program Administrator (herein referred to as the Program Administrator). For information or assistance please contact Jennifer Triantafilou at (513) 574-4848.

The Program Administrator will be responsible for coordinating drug and alcohol testing, identifying resources that employees can turn to for help, and arranging for qualified people to help with employee awareness education and with supervisor training.

Compliance with the Alcohol and Drug-Free Safety Policy is a condition of employment with the Township. Failure to cooperate fully, sign any required documents, submit to any inspection or test, or follow any prescribed course of substance or alcohol abuse treatment will result in termination of employment.

Any positive test result or any refusal to test may affect your eligibility for compensation and benefits under the workers' compensation laws of this state.

Nothing in this policy or in any oral representation by any Township representative related to any aspect of this policy is intended to alter the existing relationship between the Township and any employee. The policy is not intended to create an expressed or implied contract of employment, or any promise of job security upon which an employee can rely.

Unless otherwise specified, all employment relations with the Township remain "at-will "

Effective October 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means that an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove that the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act. (Ohio Revised Code, Section 4123.54)

This program is designed to protect employee's rights and to protect all who come in contact with this workplace from the behaviors of substance users. Therefore:

1. Employee records such as testing results and referrals for help will be kept confidential. Information will be on a need-to-know basis. Any violation of

confidentiality rights is subject to disciplinary action up to and including termination of employment.

2. Safety is a key component of our Township's alcohol and drug-free safety program and will be a part of all aspects of our operations.

3. We are committed to employees who come forward with a substance problem to get help. Each situation will be reviewed individually. Employee assistance information is available for employees and their families, including a list of resources available through the Program Administrator and made available to all employees.

4. All supervisors will be trained annually to recognize substance problems that may endanger the employee and others.

5. Employees will receive substance awareness education from a qualified person to help the employee identify problems and learn where to turn to for assistance. This education will be conducted annually.

6. Illegal drugs found on Township property may be turned over to law enforcement authorities.

7. The Township will administer the Alcohol and Drug-Free Safety Program within Federal and State regulations.

Administration of the Program

Supervisors and employees should contact the Program Administrator for guidance or assistance with the Drug-Free Safety Program.

Testing will be done through a qualified collection provider and through a federally certified laboratory that uses the highest level of care in ensuring that results are accurate. When properly conducted, this process is considered scientifically accurate in detecting that the substances the Township is concerned about are present in the employee's "system" in sufficient quantity to lead to behaviors that may endanger the person or other employees.

The certified lab will work closely with our local collection provider to ensure fairness and accuracy. Green Township has retained the services of a Medical Review Officer (MRO), who is a qualified, trained physician responsible for checking whether there is a valid medical reason for the presence of a substance in the employee's system.

The MRO is experienced in dealing with substance use. When a positive test result is received, the MRO will contact the employee and, with the employee's permission, any appropriate health care provider to determine whether there is a valid reason for the presence of the drug in the individual's system.

The testing program consists of an initial screening test whenever a test is determined to be appropriate. If the initial results are positive, then a second test is used. Cut-off levels for each drug and for alcohol are established based on federal guidelines. There are many other protections for employees that are built in.

An employee's violation of this policy will not be reported to law enforcement unless required by a regulatory body or by criminal statute, such as related to drug trafficking. However, in protection of the workforce, law enforcement may be requested to come onto the property of the Township in conjunction with a referral for criminal prosecution.

Safety Culture

The safety of Green Township employees and others are a significant part of this program. To ensure that safety is a priority of the Township, it will report all accidents in a timely manner and participate in the on-line safety management assessment through the Ohio Bureau of Workers' Compensation.

The Township will report to the Ohio BWC online accident reporting system all accidents when a workers' compensation claim has been filed and is in approved status. This will permit our Township to fully analyze any accidents/injuries and to take preventative measures.

Our Township will participate in an on-line safety assessment through the Ohio Bureau of Workers' Compensation. This safety assessment is an evaluation tool that will address accident analysis, management commitment, accountability, hazard control, safety education, employee participation, and foundation of a safety culture.

As an employer who has chosen the Advanced-level program, the above safety assessment will be followed with an action plan. This safety action plan will outline the methods in which the Township will take to address any safety gaps identified during the analyses.

Supervisor Training

As required by the rules set by the Ohio Bureau of Workers' Compensation (BWC) Drug-Free Safety Program, supervisors will initially be trained a minimum of two hours on how to recognize substance problems that may endanger the employee and others, as well as violate this policy. This training will occur within the first eight weeks of becoming a supervisor and is in addition to the minimum one hour employee education. Supervisors will be trained about testing responsibilities, how to recognize, document and confront behaviors that demonstrate an alcohol/drug problem and how to make referrals for treatment.

Supervisors will also complete accident analysis training in addition to the drug-free safety program training.

Employee Awareness and Training

Employees will be given awareness training for the Alcohol and Drug-Free Safety Policy. Every current employee will be required to attend a minimum one hour training session in which this program is discussed. There will be an opportunity to ask questions. This written policy will be shared, and everyone will be expected to sign an acknowledgment of receipt. We will have a qualified person explain why and how substance use is a workplace problem, the effects, signs/symptoms of use, effects of commonly used drugs in the workplace, how and when testing will occur, and how to get help. We will also cover how an employee can get a referral for employee assistance, the importance of determining how much of a substance problem the employee has, and what type of help is needed. New employees will hear about the program during orientation and will receive substance education as soon as possible thereafter.

Employee Assistance Program

Green Township recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our alcohol and drug-free safety policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Ensures the availability of a current list of qualified community professionals.
- Allows the use of accrued paid leave while seeking treatment for alcohol and other drug problems or a leave of absence otherwise authorized by the Township.
- Offers all employees assistance with alcohol and drug problems through the Employee Assistance Program (EAP).

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Upon successful completion of the treatment program, the employee shall be reinstated to the same or equivalent position that was held prior to such rehabilitation.

The Township will not discharge, discipline or discriminate against an employee solely on the basis of any prior medical history revealed to the employer pursuant to this policy. The Township will not dismiss, discipline or discriminate against an employee solely upon the basis of an employee voluntarily seeking treatment for an alcohol or drug problem. However, if the employee has previously tested positive for drug and/or alcohol use, entered a program for drug-related and/or alcohol-related problems or entered a drug and/or alcohol rehabilitation program while employed by the Township, appropriate disciplinary action will be taken.

The implementation of discipline or of sanctions shall be at the sole discretion of the Township and/or in accordance with the authority provided in the current collective bargaining agreement.

Employee Testing

Green Township has adopted testing practices to identify employees who use illegal drugs or misuse alcohol either on or off the job. It shall be a condition of employment for all employees to submit to drug and alcohol testing under the circumstances in the following sections. When a situation develops that requires or may require drug or alcohol testing for Reasonable Suspicion or an On-the-Job Incident, two supervisors (if there are two supervisors available) will approach the subject employee. The employee should be removed from the job and brought to a private area for the discussion. If the employee is in the Union, a Union representative is recommended to be present, with the employee's consent.

Drug and Alcohol Testing

Testing is Intended to detect use, deter usage and allow appropriate corrective and/or disciplinary action. In addition to alcohol, the drugs the Township is testing for are:

1. Amphetamines (speed, uppers, MDMA (ecstasy), MDA, MDEA)
2. Cocaine (including Crack)
3. Cannabinoids (Marijuana, THC, hashish)
4. Opiates (Including 6-Acetylmorphine (6-AM) unique metabolite of heroin)
5. Phencyclidine (PCP, "angel dust")
6. Barbiturates
7. Benzodiazepines
8. Methadone
9. Propoxyphene

An employee who refuses to submit to a test and/or produce/provide a specimen or otherwise cooperate in the testing process, adulterates, attempts to adulterate, dilute, substitute a specimen or otherwise manipulate the testing process will be terminated.

Prescription medicine and over-the-counter drugs

The Township does not prohibit employees from using prescription or over-the-counter drugs when used as prescribed, provided:

1. The prescription drugs are prescribed to the employee for medical reasons by a licensed medical practitioner, with dosage and frequency of use prescribed on the label or accompanying documentation, and

2. The employee's use of the prescription or over-the-counter drugs does not affect the employee's job performance or conduct; threaten the safety, productivity, public image or property of the Township or other employees; or result in criminal behavior.

No employee is to perform any function or duty on behalf of the Township if the drugs being taken under this provision adversely affect his or her ability to perform any such function or duty safely. Employees must keep all medication in its original container which identifies the drug and use.

TYPE OF TESTING and WHEN TESTING WILL OCCUR

Urine specimen collection (for a drug test) and/or breath/sativa (for an alcohol test) are to occur immediately after a need for a test has been determined. The Township will consider any employee who seeks to delay in providing a specimen as refusing to be tested.

Employees required to have a valid CDL license for their position will be tested in compliance with Code of Federal Regulations (CFR) Part 49. The DOT procedures will govern where there is conflict with this policy. See Appendix 2.

Post-offer/Pre-employment

All candidates being considered for employment with the Township must satisfactorily complete a post-offer/pre-employment drug screen prior to reporting to duty and as a condition of employment. Any offer of employment is contingent upon, among other things, a negative drug screen, and the determination by the Township that the applicant is capable of performing the responsibilities of the position that has been offered.

Newly hired employees will attend orientation; during this session they will receive a current copy of the Township's Alcohol & Drug-Free Safety Policy, and sign the form entitled, Acknowledgment of Receipt.

Reasonable Suspicion Testing

Reasonable suspicion testing will occur when Township Management and/or a Supervisor has reason to suspect that an employee may be in violation of this policy. The suspicion must be documented in writing within 24 hours of the event or prior to the release of the test findings. An employee who is required to complete a reasonable suspicion drug and/or alcohol test will be transported to and from the testing facility. Reasonable suspicion testing may be based upon, among other things:

1. Observed behavior, such as direct observation of drug/alcohol use or possession and/or the physical symptoms of drug and/or alcohol use;
2. A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating

work

performance that appears to be related to substance use and does not appear to be attributable to other factors.

3. Information provided either by a reliable and/or credible sources or independently corroborated, regarding an employee's substance use; or
4. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, all supervisors will be trained in the recognition of drug and alcohol-related signs and symptoms. Testing may be for drugs or alcohol or both.

Prior to testing and provided consent is given by the employee, those individuals represented by a collective bargaining agent shall be allowed an opportunity to contact their representative and to consult with that representative in private. No more than one hour shall be allowed for this process. In all respects not in conflict with the requirements of the BWC rules, the terms of the current collective bargaining agreement shall be abided.

Post-Accident Testing

Post-accident testing will be conducted whenever an accident occurs as defined below. For the purposes of this policy, an accident is considered an unplanned, unexpected or unintended event that occurs on Township property, during the conduct of Township business, during working hours, or which involves Township-supplied equipment, motor vehicles or motor vehicles that are used in conducting Township business, or is within the scope of employment, and which results in any of the following:

1. A fatality of anyone involved in the accident;
2. Vehicular/equipment damage in apparent excess of \$2,000; or
3. Non-vehicular/equipment damage in apparent excess of \$2,000;
4. Bodily injury to the employee and/or another person that requires off-site medical attention away from the Township's place of employment. You need not test for offsite medical attention if:
 - a. The injury is minor;
 - b. No violation of work rules occurred;
 - c. There is no reasonable suspicion.

When such an accident results in one of the situations above, any employee who may have contributed to the accident will also be tested for drugs and/or alcohol use.

The Township may take advantage of the presumptive denial of workers' compensation benefits (section 4123.54 B), documentation of any evidence of reasonable cause to believe there may have been drug/alcohol use at the time of the accident/injury should be made.

Timing: Drug and/or Alcohol Testing after a Workplace Accident

Urine specimen collection (for a drug test) and/or breath/saliva (for an alcohol test) is to occur immediately after a need for a test has been determined. The Township will consider any employee who seeks to delay providing a specimen as refusing to be tested. If the employee responsible for an employment-related accident is injured, it is a condition of employment that the employee herein expressly grants to the Township, its officers and management, the right to request that attending medical personnel obtain appropriate specimens (breath, blood and/or urine) for the purpose of conducting alcohol and/or drug testing. Furthermore, all employees herein expressly grant to the Township, its officers and management, access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of the employment-related accident, to include, but not be limited to, a full medical report from the examining physician(s) or other health care providers.

Random Drug Testing

Random testing will include all Township employees and is conducted on an unannounced basis. An independent, non-Township testing organization will utilize objective computer software that ensures a truly random selection process in which all employees in the testing pool have an equal statistical likelihood of being selected for testing.

When the next random draw is conducted, all employees are again included in the pool with an equal chance of selection, regardless of whether an employee was previously selected. Random selection shall be at the annual rate of 25 % of those subject to testing.

The Township will provide employee identification numbers to be used in the random selection drawing. The contractor will, in turn, furnish the Township with a list of individuals to be tested at the beginning of each selection period. It shall be the responsibility of the Township to notify each employee who was selected with the date, time and location for that random test. Once the employee is notified of the selection to submit to random testing, it shall be the responsibility of the employee to appear for testing immediately and to provide a urine specimen for drug testing.

An employee's failure to timely comply with the request for a specimen for random testing will be considered a refusal to submit to testing and may result in termination of employment.

DOT Mandated Random - Employees required to have a valid CDL license for their position will be tested in compliance with Code of Federal Regulations (CFR) Part 49. See Appendix 2.

Follow up Testing after Return-to-Work from Assessment or Treatment

Testing is required when an employee who has previously tested positive for prohibited levels of drugs and/or alcohol is allowed to return to work under a "second-chance" agreement. A return-to-duty test is required before the employee is allowed to return to work and, if the

employee fails this test, this will lead to termination of employment. Once an employee passes the drug and/or alcohol test and returns to work, there will be a series of at least four and a maximum of six tests conducted over a period of at least a year (or as recommended by the SAP). The returning employee's attending Substance Abuse Professional shall determine the frequency and total number of such tests. All expenses related to treatment, return-to-duty, and follow-up tests will be the sole responsibility of the employee.

The Township will arrange for and pay for the cost of the substance abuse assessment after the first positive drug test is confirmed, unless payment for assessment has otherwise been pre-determined with the Township's group healthcare plan provider.

Return to Work When an Employee is Tested for Cause

New hire and random tests are called suspicion-less testing while reasonable suspicion and post-accident tests are for-cause tests. If an employee is sent for a for-cause test, he/she will not be permitted to return to work until after the test results are known. The employee will be compensated for the time off work pending the results. If the test results are negative, the employee will be compensated for the time he/she was off work or scheduled to work. This policy will be applied fairly and consistently across the entire workforce.

Any employee with a second violation of this policy will be subject to the consequences as specified in this policy.

Employee Consent/Chain of Custody Form (COC)

All Green Township employees and applicants will be required to complete and sign the appropriate consent form before the actual testing takes place. The employee consent form applies to breath/saliva or blood specimens for alcohol and a urine specimen for drugs. Failure to comply with a drug or alcohol testing request will be considered a refusal, and will be regarded as insubordination and subject to discipline up to and including termination.

Substances to be Tested and the Methods of Testing

Urine Testing for Drugs (other than alcohol)

"Systems presence testing" is the procedure that is used to identify the presence of the following controlled substances that may be present: (A negative initial screening test is considered a negative test.) For each of the tested drugs amphetamines (including MDMA (ecstasy), MDA & MDEA), cocaine, cannabinoids (marijuana), opiates (including 6-AM), PCP, barbiturates, benzodiazepines, methadone and propoxyphene, there is an initial test used to screen the urine specimen. If the initial screen is positive [at or higher than a cut-off level in accordance with federal Department of Health & Human Services (DHHS)], a second or confirmatory test is done. This is a different test and is considered scientifically accurate. Detection thresholds (or cut-off levels) are standards that have been established by the DHHS for each of the above drugs after years of research. These levels will be used to interpret all drug

screens/tests, whether for a pre-employment test, reasonable suspicion test, post-accident test, random test or follow-up test.

Alcohol Testing

The Township has contracted with Mercy Health Solutions that only uses federally qualified equipment and personnel who will conduct breath alcohol or saliva testing. Breath alcohol concentrations exceeding at or above 0.02 will be considered a verified positive result. In the event of an accident where an employee has a "whole blood" alcohol drawn at a medical treatment facility, a result equal to or greater than 0.02 shall be considered to be a verified positive result. An Evidentiary Breath Test (EBT) is used to confirm any initial positive test result. Any employee testing at or above 0.02 will be removed from any safety-sensitive position and will be subject to the discipline specified in policy (See CONSEQUENCES).

Specimen Collection Procedure

Trained collection personnel ("collectors"), who meet quality assurance and chain-of-custody requirements for urine collection and breath alcohol testing, shall conduct testing. Confidentiality is required from all service providers. Any individual subject to testing under this policy shall be permitted to provide urine specimens in private, but subject to strict scrutiny by collectors so as to avoid any adulteration or substitution of the specimen to be provided.

Breath alcohol testing will likewise be done in an area that affords the individual privacy. In all cases, there will only be one individual tested at a time. Failure to appear for testing when scheduled shall be considered refusal to participate in testing, and will result in termination. (For an applicant, failure to appear will result in withdrawal of any offer of employment).

All aspects of the testing procedure will be carried out in a confidential and private manner. After receiving notification to report for drug testing, the employee or applicant will go to the collection site and will:

1. Provide a photo ID;
2. Assist in completing a Drug Testing Chain of Custody (COC) Form;
3. Provide a urine specimen in privacy;
4. Be expected to observe the entire collection, processing and chain of custody procedure of the specimen;
5. Read, sign and date the chain of custody statement certifying the specimen is theirs and it has not been changed or altered at the time of collection;
6. Note the temperature reading on the collection bottle and verify the temperature reading was correctly recorded on the form.

Review of Test Results

To ensure fairness the Township has retained the services of a licensed physician with Mercy Health Solutions to review positive drug test results. This physician is referred to as

the Medical Review Officer or MRO. The MRO is a medical doctor or doctor of osteopathic medicine with a specialized knowledge of substance abuse disorders. The role of the MRO is to review in confidence with the donor any possible legitimate medical explanation for the result. Federal Guidelines on this procedure will be followed. In the absence of any medical justification for the presence of drugs in the body, that result will be verified as positive and the Township will be notified.

Employees' Rights Related to an Initial Positive Test Result

An employee who tests positive under this policy will be given an opportunity to explain, in confidence, the findings to the MRO prior to the issuance of a positive test result to the Township program administrator or authorized management. Upon receipt of a confirmed positive finding, the MRO will attempt to contact the employee by telephone. If contact is made by the MRO, the employee will be informed of the positive finding and given an opportunity to rebut or explain the findings. The MRO can request information on recent medical history and on medications taken within the last thirty days by the employee. If the MRO finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the employee's position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.). A failure on the part of the employee to provide such documentary evidence will result in the issuance of a positive report by the MRO with no attendant medical explanation.

If the employee fails to contact the MRO as instructed, the employee will be considered to have waived the right to do so and/or to have failed to cooperate in the test process. The MRO will issue an appropriate (positive/confirmed adulteration, etc.) report to the Township authorized authority.

Split specimen testing is performed. If an employee requests a re-test within one week of the positive result, the cost of the re-test is to be paid by the employee. The Township or MRO will arrange for the collection site to facilitate an analysis from a different SAMHSA certified laboratory on the initial specimen. The employee does not have the right to choose the laboratory to be used. If the re-test is negative, the Township will reimburse the employee the cost of the test.

Reporting of Results

All test results (positive, negative, adulterated) will be reported directly to the MRO by the laboratory prior to the results being issued to the Township authorized authority. Each substance tested will be listed along with the results of the testing. The Township will receive a summary report, and this report will indicate that the employee passed or failed the test. All of these procedures are intended to be consistent with the most current guidelines for Medical Review Officers, published by the federal DHHS

Storage of Test Results and Right to Review Test Results

All records of drug/alcohol testing will be stored separately and apart from the

employee's general personnel documents. Access is limited to designated Township officials and authorized authority on a "need to know" basis. The Information contained in these files shall be utilized only to properly administer this policy and provided to certifying agencies for review as required by law. Those designated Township officials that shall have access to these records are charged with the responsibility of maintaining the confidentiality of these records. Any breach of confidentiality with regard to these records may be an offense resulting in termination of employment. Any employees tested under this policy have the right to review and/or receive a copy of their respective test results. An employee may request a copy of the results from the Drug-Free Safety Program Administrator, in writing. The Township will use its best efforts to promptly comply with this request and will issue to the employee a copy of the results personally or by U.S. Certified Mail.

Any Violation of this Policy could Result in Discipline as Follows

Consequences of Alcohol and Drug Use

The Township reserves the right to terminate any employee as a result of a violation of this policy. Positive test results for alcohol and/or other drugs, as defined herein, shall constitute a violation of this policy and shall result in the employee being placed on immediate administrative leave with pay. Within five days of notification of a positive test result, the Employer shall conduct a hearing to determine whether administrative leave with pay shall be continued or whether the Employer shall impose an immediate, indefinite suspension without pay, of the violating employee. The purpose of the five day hearing shall be to determine whether an immediate suspension without pay is proper. The Employer may defer decisions on discipline at that hearing pending further information, but will at a minimum allow the violating employee to be heard on the question of the immediate, indefinite suspension. Subsequent to that hearing, the Employer may take additional disciplinary action, up to and including termination. In the event that the Employer ultimately elects not to terminate the employment of a violating employee, said employee may remain suspended without pay from all duty until the following steps have been completed:

- I . The employee must complete thorough clinical evaluation by and to the satisfaction of a qualified chemical dependency professional. The qualifications of said professional must be acceptable to the Employer. Such assessment is available via the Employer's Employee Assistance Program (EAP).
2. The employee must authorize via any/all necessary written releases of information the assessing chemical dependency professional to submit to the Employer, in writing, a detailed summary of the recommendations, if any, made by the assessing chemical dependency professional pursuant to the employee in question.
3. The employee must demonstrate initial and ongoing compliance with any and all recommendations delineated in the assessing chemical dependency professional's written report.
4. The employee must, at a time and place of the Employer's choosing, complete

urine drug testing as described in this Policy.

5. The employee must submit to unannounced follow-up testing as described in this Policy.

6. The employee must continue to demonstrate compliance with any and all recommendations issued by the assessing chemical dependency professional and by subsequent professionals involved in the employee's evaluation, education, and/or care.

Compliance with the above steps is a prerequisite of potential return to duty. Compliance with the above steps does not provide a guarantee of return to or continuation of employment.

In the event that an employee has served a suspension without pay prior to any disciplinary hearing which imposes a final suspension order, he will be credited with the time served on suspension prior to the final suspension order.

Any alcohol positive in excess of 0.08 could affect an employee's eligibility and/or result in a loss of compensation and benefits under this state's workers' compensation laws.

An employee who refuses to submit to a test and/or produce/provide a specimen or otherwise cooperate in the testing process, adulterates, attempts to adulterate, dilute, substitute a specimen or otherwise manipulate the testing process will be terminated.

Termination Notices

In those cases where testing results in the termination of employment, all termination notices will list "misconduct" as the reason. Termination shall be deemed "for cause."

ARTICLE 33. NO STRIKES

The Employer and the FOP recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that the Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

- A. During the term of this Agreement, there shall be no strikes, work stoppages, picketing, job actions, slowdowns or other cessations of the full and faithful performance of duties for any purpose whatsoever. In the event of any such concerted activity, FOP representatives will continue to carry out their duties as employees and will take positive action to bring the activity to an end.

The Employer agrees that it will not lock-out any employee during the term of this Agreement.

For the purpose of this Agreement, the meaning of the term "job action" shall

include but not be limited to any interruption of operations by employees; absence from work upon any pretext or excuse, such as illness or group sickout call, which is not founded in fact; or interruption of the operations of the Employer by the FOP and/or its members.

In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate the provisions of this Article shall be subject to disciplinary action up to and including discharge or removal by the Employer.

Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 34. CANINE OFFICER

The work day of any member assigned a canine as a working partner shall be thirty minutes less than other patrol officers working the same schedule. The canine officer shall be compensated at the same daily rate as other patrol officers to compensate for the off-duty care and maintenance of the dog in his custody. The canine officer will also be compensated for the off-duty care and maintenance of the dog in his custody by virtue of receiving thirty minutes of compensatory time credit at time and one-half for each regularly scheduled off day.

All mandated canine training will be conducted on duty. The township will supply each canine handler all supplies necessary for the canine, as determined by the township.

It is the intent of this Article to provide full compensation as required by the Fair Labor Standards Act to those bargaining unit members who are assigned as responsible for the weekly care, feeding, exercising and boarding for the township canine for on-duty and off-duty hours worked and so engaged.

ARTICLE 35. WEIGHT STANDARDS

1. The Township will administer a Weight Standards Program in which all Employees must participate. The adopted weight standards will provide for minimum and maximum acceptable weight in proportion to height. The standards for female employees are set out in Exhibit B to this Agreement. The standards for male employees are set out in Exhibit C to this Agreement.
2. An age variance within a height-weight category of the adopted chart is granted to employees, who have reached their fortieth (40th) birthday, of up to one-half of one percent from maximum acceptable weight for each year over forty (40).
3. Covered employees are required at all times to maintain a weight level between the

minimum and maximum established weight levels, according to height and variances and this shall be deemed compliance. This acceptable level of weight shall be required to have been achieved at time of employment for new personnel hired, and at the initial annual screening and weigh-in for all other covered employees. Each employee shall be required, at a minimum, to be checked for weight at annual intervals following the employee's first departmental screening and weight check.

4. Annually, at a date selected by the Employer, and upon giving employees at least 30 days notice, every employee will be weighed. The Employer will provide a calibrated scale. Employees will be outfitted in shorts and t-shirt for the weigh-in.
5. If the employee does not fall within weight standards at the annual weigh-in, but does fall within the standards of the Maximum Allowable Body Fat Table set out in Exhibit D to this Agreement, he shall be considered to be in compliance with the weight standards policy, and will not be required to participate in quarterly weigh-ins for non-compliant employees during the interval between annual weigh-ins.
6. If an employee does not fall within weight standards at the annual weigh-in, and does not fall within the standards of the Maximum Allowable Body Fat Table set out in Exhibit D, he shall have a goal of losing/gaining three pounds within the following three months, and three pounds each three months thereafter until the employee's weight falls within the standards.
7. Any employee who does not fall within weight standards at the annual weigh-in and does not fall within the standards of the Maximum Allowable Body Fat Table set out in Exhibit D shall thereafter be weighed on a quarterly basis until the employee's weight falls within the standards.
8. The goal of weight loss or weight gain for any employee not in compliance with the weight standards will never exceed three pounds in a 90 day period.
9. Failure to meet the weight standards after a quarterly weight check or failure to demonstrate progress is considered lack of progress, and the employee may be subject to discipline as set out herein.
 - A. "Progress" is defined as a loss or gain, depending on the circumstances, of at least one pound per month over the preceding three month period.
 - B. "Lack of Progress" is defined as a failure to lose or gain, depending on the circumstances, at least one (1) pound per month from the employee's "reference date", or last quarterly weigh-in, whichever was most recent, until an allowable weight is reached by the employee.
 - C. "Reference Date" is defined as the original date where the employee was found to be in violation of the Green Township Police Department's Weight Standards. The original date may be established by the initial screening or a subsequent

annual screening session. After reaching and maintaining compliance for twenty-four (24) months, a new reference date will be generated for purposes of any recurrence of non-compliance by the employee.

- D. A missed weight check appointment that is the fault of the employee, may result in disciplinary action against the affected employee. If necessary, due to duty obligations, a weight check appointment may be rescheduled with the permission of an administrative supervisor. A missed, postponed or rescheduled weight check appointment does not change the reference date or dates of any future required weight checks.

10. If an employee who was hired on before January 1, 2008 does not fall within the weight standards and fails for the first time to reach his goal of losing or gaining three pounds at the next weigh-in, the following provisions apply:

- A. He will be scheduled for a hearing to determine whether he should receive any discipline, with the maximum discipline for the first failure to meet the goal not to exceed a verbal reprimand.
- B. The hearing will be scheduled within seven days of the weigh-in.
- C. If the employee is measured to be within the standards of the Maximum Allowable Body Fat Table set out in Exhibit D to this Agreement he will be considered to be in compliance with the weight standards and will not be required to participate in subsequent quarterly weigh-ins for non-compliant employees during the interval between annual weigh-ins.
- D. If the employee successfully completes a physical fitness examination within the seven day period between the weigh-in and the scheduled hearing, he will not be subject to any discipline at the hearing, and will not be considered to have failed his goal of losing three pounds in the previous quarter. Such an employee will continue, however, to have a three pound loss or gain goal for the next quarter.
- E. If an employee fails to meet the weight loss goal for a second time, or any additional times thereafter, and fails to have successfully completed an approved physical fitness examination within seven days after the second failure or fails to fall within the standards of the Maximum Allowable Body Fat Table, he will receive a hearing to consider discipline, with the maximum discipline for the second failure to meet the goal not to exceed a written reprimand.
- F. The discipline policy set out herein shall apply only to the weight standards policy. Any employee who is in violation of the weight standards policy will be subject only to the discipline measures set out herein, and will not be subject to the progressive discipline policy provided for elsewhere in the collective bargaining agreement.

10. If an employee who was hired on or after January 1, 2008 does not fall within the weight standards and fails for the first time to reach his goal of losing or gaining three pounds at the next weigh-in, the following provisions apply:

- A. He will be scheduled for a hearing to determine whether he should receive any discipline, with the maximum discipline for the first failure to meet the goal not to exceed a verbal reprimand.
 - B. The hearing will be scheduled within seven days of the weigh-in.
 - C. If the employee is measured to be within the standards of the Maximum Allowable Body Fat Table set out in Exhibit D to this Agreement he will be considered to be in compliance with the weight standards and will not be required to participate in subsequent quarterly weigh-ins for non-compliant employees during the interval between annual weigh-ins.
 - D. If the employee successfully completes a physical fitness examination within the seven day period between the weigh-in and the scheduled hearing, he will not be subject to any discipline at the hearing, and will not be considered to have failed his goal of losing three pounds in the previous quarter. Such an employee will continue, however, to have a three pound loss or gain goal for the next quarter.
 - E. If an employee fails to meet the weight loss goal for a second time, and fails to have successfully completed an approved physical fitness examination within seven days after the second failure or fails to fall within the standards of the Maximum Allowable Body Fat Table, he will receive a hearing to consider discipline, with the maximum discipline for the second failure to meet the goal not to exceed a written reprimand.
 - F. For a third failure, the maximum discipline could not exceed one day suspension.
 - G. For a fourth failure, and any thereafter, the maximum discipline could not exceed a two day suspension.
 - H. The discipline policy set out herein shall apply only to the weight standards policy. Any employee who is in violation of the weight standards policy will be subject only to the discipline measures set out herein, and will not be subject to the progressive discipline policy provided for elsewhere in the collective bargaining agreement.
11. Adopted weight standards will be suspended during an individual's term of pregnancy, and for a period of three months after childbirth.
12. Exceptions to the weight standards can be authorized by the Employer upon a showing by the employee of sufficient medical justification. Any waiver issued by the Employer shall be for a period not to exceed one year, at which time the employee must either begin compliance with the weight standards or submit further medical justification.

13. The contents of the physical fitness test will be established by the Chief and shall include the following:
 - A. 1.5 mile run.
 - B. Push-ups performed in one minute.
 - C. Sit-ups performed in one minute.
 - D. A bicycle trainer machine may be substituted for the 1.5 mile run with medical justification.
 - E. Standards for passing the physical fitness test will be based on the 40th percentile of the Law Enforcement Fitness Norms published by The Cooper Institute.

ARTICLE 36. INTEGRITY OF AGREEMENT

The Employer and the FOP agree that the terms and provisions contained in this written Agreement constitute the entire Agreement between the parties and supersede all previous communication, understandings or memoranda of understanding pertaining to any matters set forth in this Agreement or to any other matter. The Employer and the FOP agree that during the negotiations which preceded this Agreement, each party had the unlimited right to make any demands or proposals and to bargain about each and every proposal made. The parties further agree that during the term of this Agreement, each voluntarily and unqualifiedly agrees to waive its right to bargain with respect to any matter whatsoever whether or not such matter is contained in this Agreement.

ARTICLE 37. SAVINGS CLAUSE

This Agreement supersedes and replaces all applicable state and local laws which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language on the same subject matter.

ARTICLE 38. TERM AND EXPIRATION

The term of this Agreement shall be for the calendar years 2014, 2015 and 2016, and shall terminate at 11:59 p.m. on December 31, 2016.

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ARTICLE 38. TERM AND EXPIRATION

The term of this Agreement shall be for the calendar years 2014, 2015 and 2016, and shall terminate at 11:59 p.m. on December 31, 2016.

If either party desires to modify or amend this Agreement, it shall give documented notification of such intent to the other party no earlier than one hundred eighty (180) calendar days, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notification shall be by electronic filing or certified mail with return receipt requested to the Employer, and electronic filing with the State Employment Relations Board. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

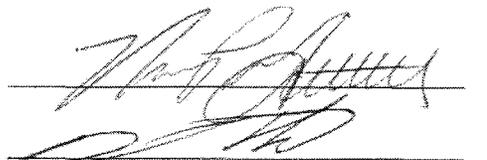
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 12th day of August, 2013.

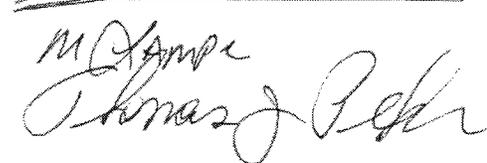
**GREEN TOWNSHIP
BOARD OF TRUSTEES**

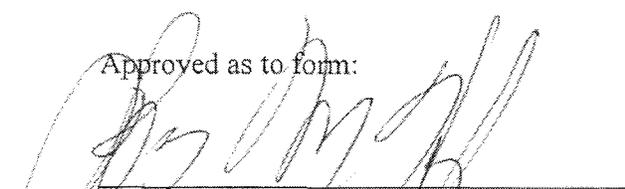


Kevin Celarek
Administrator

**FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.**




Thomas J. Beck

Approved as to form:


Francis M. Hyle
Attorney for Township

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**GREEN TOWNSHIP
BOARD OF TRUSTEES**

**FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.**

Kevin Celarek
Administrator

Approved as to form:

Francis M. Hyle
Attorney for Township

APPENDIX A

POLICE OFFICERS

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Start	\$ 26.19	\$ 26.71	\$ 26.71
After 12 Months	\$ 27.88	\$ 28.44	\$ 28.44
After 24 Months	\$ 29.64	\$ 30.23	\$ 30.23
After 36 Months	\$ 31.53	\$ 32.16	\$ 32.16

POLICE CORPORALS

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Start	\$ 32.79	\$ 33.45	\$ 33.45
After 12 Months	\$ 33.10	\$ 33.77	\$ 33.77
After 24 Months	\$ 33.42	\$ 34.09	\$ 34.09

APPENDIX B
GREEN TOWNSHIP
POLICE DEPARTMENT
HEIGHT/WEIGHT STANDARDS
FEMALE

HEIGHT	MINIMUM ACCEPTABLE WEIGHT	MAXIMUM ACCEPTABLE WEIGHT
4 FEET/8 INCHES	90	147
9	90	150
10	90	152
11	90	154
5 FEET/0 INCHES	93	158
1	96	162
2	98	165
3	101	169
4	104	172
5	107	176
6	110	181
7	113	184
8	120	189
9	120	194
10	124	199
11	128	205
6 FEET/0 INCHES	133	211
1	137	217
2	141	223
3	145	229
4	149	235
5	154	241
6	158	247
7	161	253
8	165	259

APPENDIX C
GREEN TOWNSHIP
POLICE DEPARTMENT
HEIGHT/WEIGHT STANDARDS
MALE

HEIGHT	MINIMUM ACCEPTABLE WEIGHT	MAXIMUM ACCEPTABLE WEIGHT
5 FEET/0 INCHES	103	165
1	106	169
2	108	173
3	112	176
4	115	181
5	119	185
6	123	190
7	126	196
8	130	199
9	133	204
10	138	210
11	142	214
6 FEET/0 INCHES	146	229
1	150	233
2	154	239
3	159	245
4	164	252
5	169	258
6	174	265
7	179	271
8	184	277
9	189	283
10	194	289
11	199	295
7 FEET/0 INCHES	204	301

EXHIBIT D

MAXIMUM ALLOWABLE BODY FAT TABLE

Age Group	18-27	28-39	40+Older
Male (% body fat)	22%	24%	26%
Female	30%	32%	34%