



01-15-14
13-MED-09-0965
0354-01
K30360

AGREEMENT

BETWEEN

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

AND

UNION TOWNSHIP POLICE ASSOCIATION

Effective Through October 31, 2016

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	Preamble/Purpose	3
2	Recognition	3
3	Dues Deduction/Fair Share Fee	3
4	Management Rights	4
5	Grievance Procedure	6
6	Union Representation	8
7	Discipline	9
8	Probationary Period	11
9	Personnel Files	11
10	Seniority	10
11	Layoff/Recall	13
12	Labor/Management Meetings	14
13	Hours of Work and Overtime	14
14	Call In/Court Time	16
15	Travel Reimbursement	16
16	Insurances	16
17	Holidays	17
18	Vacation	17
19	Sick Leave	18
20	Leaves of Absence Without Pay	20
21	Leaves of Absence With Pay	21
22	Uniforms and Equipment	23
23	Safety	23
24	Wages	24
25	Union Leave	25
26	Death of a Bargaining Unit Member	25
27	Retirement	26
28	Communicable Diseases	27
29	Drug/Alcohol Testing	27
30	Tuition Assistance	28
31	Paid Absence Days	29
32	Canine Unit	29
33	Severability, Savings, and Waiver	29
34	Duration	30
	Signature Page	31

**ARTICLE 1
PREAMBLE/PURPOSE**

Section 1.1. This Agreement is entered into by the Board of Trustees of Union Township, Clermont County, Ohio, hereinafter referred to as the Employer, or the Board, and the Union Township Police Association, hereinafter referred to as the "Union" or the "UTPA".

Section 1.2. Neither the Employer, its agents, agencies or officials, nor the Union or its agents or officers shall discriminate against any employee on the basis of age, sex, race, color, religion, political affiliation, national origin, disability, or ancestry of any person.

Section 1.3. All references in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE 2
RECOGNITION**

Section 2.1. The Employer recognizes the UTPA as the sole and exclusive representative for all employees in the bargaining units defined below. This is a multiple unit agreement and, unless delineated specifically by clause, all provisions of this Agreement apply equally to the three (3) units. These units were certified by the S.E.R.B. on June 9, 2008 in case numbers 08-REP-01-0019 (Sergeants), 0020 (Dispatcher/Clerks) and 0018 (Patrolmen), and are as follows:

Unit A: All full-time Patrolmen (Patrol Officer)
Unit B.: All full-time Sergeants
Unit C: All full-time Dispatcher/Clerks

Excluded: All other Union Township employees.

**ARTICLE 3
DUES DEDUCTION/FAIR SHARE FEE**

Section 3.1. The Township agrees to deduct, from the employees covered by this Agreement, regular Union dues and fees at such intervals as the Union notifies the Township as proper. The deduction shall be made from the first paycheck of each month and shall be in the amount certified by the Union to the Township. No deduction shall be made from the pay of any employee unless and until the Union furnishes to the Township Clerk a payroll deduction form signed by the bargaining unit member authorizing deduction. The Township agrees to furnish to the Union once a month a warrant in the aggregate amount of the-deductions made for that month together with a listing of the employees for whom deductions were made. The term "dues and fees" as used in this Article include monthly membership dues, and assessments.

Section 3.2. The Township agrees to honor the check off authorization during the term

of this Agreement unless and until notified in writing by the Union that an employee has withdrawn from the membership and revoked their authorization.

Section 3.3. The Union agrees to hold harmless the Township in the event of any legal controversy with regards to its application of this Article.

Section 3.4. The dues and fees deducted by the Employer shall be sent to Hardin, Lazarus, & Lewis LLC, 915 Garfield Place, Cincinnati, Ohio 45202-4322, or such address made available by the Union from time to time.

Section 3.5. Payroll Deduction of Fair Share Fee - The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or remain members of the Union, a fair share fee for the Union's representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes, or any other endeavors not germane to the Union's work in the realm of collective bargaining and contract administration. The amount of the fair share fee shall not exceed 100% of the amount of the Union dues for members.

Section 3.6. The Union represents to the Employer that an internal rebate procedure has been established in accordance with Section No. 4117.09(C) of the Ohio Revised Code, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

Section 3.7. Entitlement to Rebate - Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the Union.

Section 3.8. Indemnification of the Employer - The Union shall defend, indemnify and hold harmless the Township, the Township Trustees, and the Township Administration, the Finance Director, and any and all other officers and employees of the Township against any and all claims and/or costs arising from or in any way related to the implementation and enforcement of this Article, specifically including, but not limited to, any costs arising from any action in any court or administrative agency alleging that the Union's internal rebate procedure is legally defective.

ARTICLE 4 MANAGEMENT RIGHTS

Section 4.1. The Union recognizes the Township's exclusive right to manage its affairs and the Township retains and reserves unto itself, 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 the Employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Township, including but without limiting the

generality of the foregoing:

- A. The right to manage its affairs efficiently and economically, including the determination of quality, quantity, frequency, and type of services to be rendered.
- B. The determination, purchase, and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of location, number and type of its facilities and installation and the addition or discontinuance of any services, facilities, equipment, materials or methods of operation.
- C. The right to hire and determine the starting rate of pay for new employees; to determine the starting and quitting time and number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean up time; and to determine the amount of supervision necessary, work schedules and the method or process by which work is performed.
- D. The right to contract or subcontract any new 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 in general improvement programs; to establish, change or discontinue job classifications and prescribe and assign job duties, job content and job classification and establish wage rates for any new or changed classifications.
- E. The right to determine the existence or non-existence of facts which are the basis of the management decisions; to establish or continue policies, practices or procedures for the conduct of the Police Department and its services to the citizens of the Union Township, and, from time to time, to change or abolish such practices or procedures; the right to determine and from time to time, redetermine the number, locations and relocations and types of its employees or to discontinue any performance of service by employees of Union Township; to determine the number of hours per day or week any operation of the Police Department may be carried on except to the extent specifically limited in this Agreement; to select and determine the number and types of employees in accordance with the requirements determined by management authorities; to establish training programs and upgrading requirements for employees within the Department; to establish and change work schedules and assignments; to transfer, promote, demote, terminate, or otherwise relieve employees from duty for just cause; to continue, alter, make, and enforce reasonable measures as the Employer may determine to be necessary for the orderly and efficient operation of the Police Department subject to the specific disciplinary and layoff provisions of this Agreement.
- F. To manage the departmental budget.

Section 4.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the function of the Employer. To the extent that management rights are limited by a specific provision of this Agreement, the specific provisions will control.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 5.1. 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.

Section 5.2. All grievances must be in writing and must contain the following information to be considered:

1. The grievant's name and signature;
2. Grievant's classification;
3. Date grievance occurred;
4. Date grievance filed;
5. Description of the facts giving rise to the grievance;
6. Articles and Sections of the Agreement alleged to have been violated; and
7. Remedy sought.

Where a group of employees are affected in the same manner involving an alleged grievance, such grievances may be combined and processed as one (1) grievance. Only one (1) employee will be required for processing the combined grievances, but all grievants must sign the grievance.

Section 5.3. All grievances must be presented at the proper step and time in progression in order to be considered at the subsequent step. The aggrieved 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. Where the Employer's representative fails to respond in a timely fashion, the employee may advance the grievance to the next step of the procedure. During the period for filing of a written grievance, the parties are encouraged to verbally settle the grievance. The following are the implementation steps and procedures for processing grievances:

Step 1: Within fifteen (15) calendar days of the date on which the facts or circumstances giving rise to the grievance occurred, the grievant and his steward (or representative) shall present the written grievance to the Chief of Police. The Chief shall meet with the grievant and steward (or representative) no more than five (5) calendar days from receipt of the grievance, and shall issue a written response within three (3) calendar days following the meeting.

Step 2: If the grievance remains unresolved following Step 1, the employee and his steward or representative shall present the grievance to the Township Administrator within five (5) calendar days from the Step 1 response. The Administrator shall conduct a hearing within five (5) calendar days of receipt of the grievance and shall issue a

written response within five (5) calendar days of the hearing.

Step 3: Arbitration. A grievance unresolved at Step 2 may be submitted to arbitration upon request of the Union in accordance with this Section of this Article.

The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty (20) calendar days from the date the final answer at Step 2 is received, the Union shall notify the Employer of its intent to seek arbitration over the unresolved matter. The Union 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 (20) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employees representative(s).

A. The representatives of the parties shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service shall be jointly requested to submit a panel list of seven (7) arbitrators from FMCS area #15 (Ohio). The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Each party may once reject the list and request from FMCS another list of seven (7) arbitrators until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific articles in this Agreement. He may not modify or amend the Agreement.

B. The question of arbitrability of a grievance must be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrators jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. The arbitrator shall determine the issue of arbitrability during the same proceeding as the arbitrator determines the grievance on its merits. The arbitrator will address the issue of arbitrability in his decision before addressing the merits.

C. The decision of the arbitrator in all matters shall be final and binding. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

D. The costs of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, if any, or the hearing room, shall be borne equally by the Employer and the Union. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the date of the hearing.

Section 5.4. 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 hearing of any such grievance, the appropriate Union steward will be notified of his/her right to be present at the hearing.

Section 5.5. The Union shall use a grievance form, which shall provide the information outlined in Section 2. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

Section 5.6. Time limits set forth in this Article may be waived by mutual, written agreement.

ARTICLE 6 UNION REPRESENTATION

Section 6.1. Non-employee representative(s) of the Union shall be admitted to the Employees facilities for the purpose of processing grievances or attending meetings as permitted. Upon arrival, the Union Representative shall identify himself to the Employer or the Employees representative.

Section 6.2. The Employer shall recognize one (1) employee as an Union associate and one (1) alternate, from each bargaining unit, designated by the Union to act as Union associate for the purposes of representation as outlined under this Agreement.

Section 6.3. No employee shall be recognized by the Employer as a Union associate or alternate until the Union has presented the Employer with written certification of that person's selection.

Section 6.4. Rules governing the activity of Union representatives are as follows:

1. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.
2. The Union shall be permitted upon prior approval of the Chief of Police and/or the Township Administrator to hold meetings for Bargaining unit members at the Police Department or other Township building facility. Such approval shall be made as far in advance as possible stating the date and time of such meeting.
3. A representative shall be permitted a reasonable amount of time during his regular duty hours without loss of pay or benefits to investigate and process grievances. A representative shall notify the Lieutenant or Captain in charge of his shift that requires time to handle a grievance and shall obtain the approval of the Lieutenant or Captain in charge before spending duty time on the grievance matter.
4. One (1) representative at a time will be assigned to a grievance and only the

assigned representative will be given time during his regular duty hours to handle the grievance. If shift rotation schedules or vacation schedules make investigation and processing of a grievance impossible, another representative may be substituted for the representative originally assigned. The Township Administrator shall be advised of the substitution.

5. Neither a grievant nor his representative will receive compensation for time spent on grievance matters other than the reasonable time during duty hours described in this section. The provisions of this section regarding the _reasonable time during duty hours_ afforded to a representative shall also apply when the representative is called upon to represent an employee in discipline matters as set forth in the Article on discipline contained in this Agreement. The Employers reserves the right to schedule these activities to minimize disruption of the work force and meet its operational needs.

6. Any statement made by a bargaining unit member to his Union representatives concerning the facts of a grievance shall be confidential.

Section 6.5. The Union may designate a member of each bargaining unit to serve on its negotiating committee. The Union shall inform the Township Administrator of the identity of such person at least sixty (60) days prior to the expiration of this Agreement or any extensions hereof. The designated committeeman may attend the negotiation sessions during his scheduled duty hours if he is scheduled for duty during the time of the negotiation sessions. The committeeman will be compensated at his or her regular rate for their scheduled duty hours which he or she attends negotiating sessions. A committeeman not on duty during such hours will be compensated for such hours on a straight compensatory time basis. At the end of the negotiation session, the committeeman shall return to his regular assignment if the session ends before the end of the committeeman's regularly scheduled shift.

Section 6.6. The Employer agrees to provide space for a file cabinet to be provided by the Union for the purpose of storing articles necessary for the Union representative to carry out his duties under this agreement. The Employer reserves the right to determine the location of the file cabinet and may relocate it upon reasonable notice to the Union. The Union may lock the cabinet.

Section 6.7. The Employers agrees to allow a Union bulletin board for the purpose of allowing the Union to post notices relating to the affairs of the members of the bargaining units. All materials will be initialed by a Union representative. No obscene, immoral, political, or controversial matter may be posted. The board will be kept neat and orderly.

ARTICLE 7 DISCIPLINE

Section 7.1. The Employer may take disciplinary action against any employee in the bargaining unit only for just and sufficient cause. Grounds for discipline include violations of established standards of conduct, and commission of any act or offense which any reasonable person should know to be wrong, inappropriate, or so egregious

that discipline or discharge is likely to occur.

Section 7.2. Forms of disciplinary action, but not necessarily the order of discipline are:

1. Written record of counseling;
2. Written reprimand;
3. Suspension without pay;
4. Demotion in pay and position;
5. Discharge.

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 performance and conduct and any prior discipline. Disciplinary penalties shall be appropriate to the offense, and as such the forms of discipline listed in this Section do not necessarily represent a systematic order to be followed in all instances.

A. Employees being questioned as witnesses shall be so informed and shall be given a Garrity warning.

B. An employee suspected of misconduct that is questioned regarding the misconduct shall be informed of his Miranda and/or Garrity rights. Upon request of the accused, questioning will not continue until a steward or Union representative is present. The employee will be given seven (7) hours to secure a representative.

C. Prior to the predisciplinary conference with the Chief, the employee will be provided with copies of any documents or evidence the Chief is using to support the charges.

D. Not later than twenty-four (24) hours prior to the conference before the Chief or hearing before the Township Administrator, the employee may request a continuance of not more than forty-eight (48) hours. Neither of these meetings will be continued more than once.

E. Either party may tape record any of the meetings called for in this Article.

Section 7.3. Records of counseling and written reprimands may be imposed by supervisors. They may be grieved through the grievance procedure, up to and including the Township Administrator, but are not subject to appeal to arbitration.

Section 7.4. When it becomes known that an employee may have committed an offense which could lead to suspension, demotion, or discharge, the Chief of Police shall conduct a pre-disciplinary conference prior to presentation of proposed discipline to the Township Administrator.

Section 7.5. The Township Administrator will conduct a disciplinary hearing to review

the Chiefs findings and recommendation for discipline. The Administrator will prepare for submission to the Board the formal recommendation for discipline. At the discretion of the employee, a hearing before the Board may be waived. Prior to any proposed suspension, demotion, or discharge, the employee shall be entitled to a hearing before the Board within thirty (30) calendar days of the formal recommendation of the Township Administrator. At the option of the accused employee, the hearing shall be held either in open session or executive session. The accused may be represented by counsel or anyone of his choosing. Following the presentation of all evidence and testimony, the Board shall determine what discipline, if any is appropriate.

Disciplinary action involving suspension, demotion or discharge may be submitted directly to Step 3 of the grievance process.

ARTICLE 8 PROBATIONARY PERIOD

Section 8.1. Employees hired by the Employer shall serve a probationary period of one (1) year beginning on the date of hire. During the probationary period, the Employer is free to terminate a probationary employee with, or without cause. In the event of a layoff, probationary employees shall be laid off before any permanent employee in the classification to which the probationary employee is assigned.

Section 8.2. Any employee who is promoted shall serve the same probationary period in the new position as a new hire. If the employee's performance in the new position is unsatisfactory, the employee shall be returned to his former classification without loss of seniority.

Section 8.3. Initial or Promotional Probation may be extended by mutual agreement for a minimum of thirty (30) days up to a maximum of one hundred eighty (180) calendar days.

ARTICLE 9 PERSONNEL FILES

Section 9.1. Each employee may request to inspect his 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. 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 personnel file, which are subject to disclosure pursuant to the Ohio Revised Code. Any new document placed in an employee's file shall be copied to the employee. The Employer will notify any employee of any personnel records request.

Section 9.2. If an unfavorable statement or notation is in the personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's personnel file.

Section 9.3. Records of verbal or written disciplinary action shall cease to have force and effect eighteen (18) months from the date of issuance provided no intervening discipline has occurred; all other discipline shall cease to have force and effect after thirty (30) months from the date of issuance, provided no intervening discipline has occurred. If intervening discipline occurs, all prior discipline will cease to have force and effect after the time periods set forth above after the most recent disciplinary action.

Section 9.4. The Employer shall maintain only one (1) official personnel file for each employee.

Section 9.5. Employees shall be permitted to inspect all file(s) maintained by the Employer which may contain information concerning discipline, performance, and/or other information concerning the employee.

ARTICLE 10 SENIORITY

Section 10.1. Seniority shall be defined as the length of continuous service measured in years, months, and days that an employee has accumulated since the last date of hire as a permanent employee in the service of the Township.

An employee's seniority shall commence after the probationary period and shall be retroactive to the first day the employee reported for work. For employees of units A and B, only full-time service is considered.

Classification seniority is used in layoff, recall, and shift bidding, and is defined as the length of continuous service from the date the employee began in the classification which he/she is in at the time of the layoff/recall and/or shift bidding.

Section 10.2. The following situations shall not constitute a break in continuous service:

1. Absence while on approved sick leave, family and medical leave, or disability leave;
2. Military leave; and
3. A layoff of twenty-four (24) months or less.

The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharge for just cause;
2. Retirement;

3. Layoff of more than twenty-four (24) months;
4. Failure to return to work within thirty (30) calendar days of a recall from layoff;
5. Failure to return to work at the expiration of a leave of absence; and
6. A quit or resignation.

During an approved personal leave, seniority is not accrued or lost, it is suspended. Upon return to work from such a leave, the employee's seniority will be adjusted to reflect the period of absence.

Section 10.3. The Employer shall provide the Union annually with a seniority roster listing each employee by classification with their date of hire as full-time permanent employee.

ARTICLE 11 LAYOFF/RECALL

Section 11.1. In the event of a layoff, probationary, part-time, and temporary employees shall be laid off before any permanent, full-time employees are laid off. Thereafter, the order of layoff shall be based upon length of continuous service in classification. The employee with the least time of continuous service in classification with Union Township shall be first to be laid off.

Section 11.2. Laid off employees will be placed on a layoff list and will be eligible for recall for two (2) years from the date of layoff. Recall shall be done in the reverse order of layoff, that is, the last employee laid off shall be the first recalled. No new employees will be hired to positions under this Agreement while there are employees on the layoff list eligible for recall unless such eligible employee decline the position when it is offered or fail to respond to the recall offer within seven (7) days after notice to their last known address.

Section 11.3. It is understood that bumping may take place in the event of layoffs in the police department. Bumping is governed by length of continuous service in classification with the employer and applied in order of descending rank. For example, if a sergeant is to be laid off, the sergeant with the least time in classification would be laid off first and, provided he had more seniority based upon the length of his continuous service with the employer, he could bump the least senior patrolman with the least time in classification who could in turn bump the least senior dispatcher with the least time in classification, provided, that the patrolman had greater seniority based on length of continuous service with the employer. An employee who wants to exercise his bumping right must elect to do so within twenty-four (24) hours after receiving notice of layoff. Bumping only applies to layoffs lasting longer than one (1) week. In order to bump, the bumper must be capable of performing the job of the bumped person without substantial additional training.

Section 11.4. Non-bargaining unit employees shall not be assigned to perform

bargaining unit work if such assignment causes a layoff, job abolishment, or displaces bargaining unit members from their regular job assignments on a regular basis.

ARTICLE 12 LABOR MANAGEMENT MEETINGS

Section 12.1. In the interest of sound labor management relations, unless mutually agreed otherwise, once each quarter on the first Monday in March, June, September and December, at 10:00 a.m., the Employer or his designee shall meet with representatives of the bargaining unit. At all such meetings, the Union shall be permitted to have one representative from each bargaining unit participate in the meeting to discuss pending problems and to promote a more harmonious labor/management relationship. Union representatives attending labor/ management meetings shall not, if the meetings are held during their normal duty hours, suffer any loss of pay for time spend in such meetings.

Section 12.2. The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the Union of changes made by the Employer, which affect bargaining unit members of the Union.
- C. Discuss grievances which have not processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by both parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve efficiency.
- F. To consider and discuss health and safety matters relating to employees.
- G. Provide an opportunity to the Union to share the views of its membership and/or make suggestions on subjects of interest to its members.

Section 12.3. 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 13 HOURS OF WORK AND OVERTIME

Section 13.1. The standard work period for Unit A and Unit B employees shall consist of no more than one hundred sixty (160) hours in a twenty-eight (28) calendar day period. The workday currently consists of ten (10) hours for Unit A and B employees,

and twelve (12) hours for Unit C employees.

The Township shall have the right upon reasonable notice to return the dispatchers (Unit C) to the 8-1/2 hour work day schedule for up to six (6) months during the term of this Contract.

Section 13.2. All hours actually worked by an employee in excess of the employee's work day or in excess of the work period shall be considered overtime and shall be compensated at the rate of one and one-half (1-1/2) times his regular straight time hourly rate of pay. There will be no pyramiding or duplication of overtime.

Section 13.3. Employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1-1/2) hours for each one (1) hour of overtime worked. Compensatory time may be accrued by an employee to a maximum of one hundred fifty (150) hours at any given time. Compensatory time shall be scheduled and used at a time mutually agreed upon by the employee and the Employer.

Section 13.4. Nothing in this contract will constitute a guarantee of hours per day, week, or year. The Employer, at its sole discretion may approve shift trades, but such trades will not be approved in any circumstances, which would require the Employer to incur additional overtime expense.

Section 13.5. An employee who is called in to work on his scheduled day off is paid at the rate of one and one-half (1-1/2) times the employee's base hourly rate.

Section 13.6.

A. Permanent shifts are currently established and shall remain so. Shift assignments will be made by the Chief of Police or his designee and will be made based on seniority.

B. Bidding for shifts will be done based on seniority and shall be done thirty (30) days prior to the beginning of the next cycle. Shift cycles will be four (4) months in length.

C. The Employer will post shift-staffing requirements at least ten (10) days prior to the bidding date.

D. The Employer will determine appropriate staffing levels. The Employer must ensure that staffing levels are adequate to maintain a reasonable degree of officer safety.

E. Upon accepting appointments to Criminal Investigations, D.A.R.E., Crime Prevention, Canine, FTO, and other special assignments, the employees(s) shall be governed by the hours of work inherent in those assignments. If the hours change and become unsuitable to the employee's well being, the employee may return to regular patrol work.

Section 13.7. It is understood and agreed that the Chief will have the right to make modifications in the schedule to meet exigent circumstances.

ARTICLE 14 CALL IN/COURT TIME

Section 14.1. When an employee is called in to work prior to or following a scheduled work day, or while on a scheduled off day, he shall be compensated at the overtime rate for all hours worked or for a minimum of three (3) hours. This minimum does not apply to time called in to work that abuts the regularly scheduled work shift.

Section 14.2. An employee who is required to attend court in performance of his duties outside his scheduled work hours shall receive a minimum of three (3) hours at the time and one-half rate, or time and one-half for all time actually spent at such appearance, whichever is greater. Attendance at court which abuts the work day will be considered regular overtime and not subject to the minimum. Any and all fees and compensation paid to the employee for such court appearance shall be turned over and paid to the Township.

ARTICLE 15 TRAVEL REIMBURSEMENT

Section 15.1. Employees who utilize, with approval of the Police Chief, their personal vehicle for official business shall be reimbursed for mileage at the rate established by the Board of Trustees for all miles traveled as measured from the Union Township Hall.

Section 15.2. Employees who are required to make expenditures for work-related purposes shall be reimbursed within three (3) days after the following Trustee's meeting provided that the employee has supplied the Township with receipts of such expenditures.

ARTICLE 16 INSURANCES

Section 16.1. The Employer shall make available to bargaining unit employees who desire it health and hospitalization insurance (i.e., major medical and dental), including supplemental benefits (e.g., prescription drug), on the same basis as provided to non-bargaining unit employees (i.e., any and all employees not in this bargaining unit).

Section 16.2. The Employer shall provide at no cost to each employee life insurance in the amount of \$15,000.

Section 16.3. The Employer agrees to indemnify and defend any employee from actions arising out of the lawful performance of his official duties as required by O.R.C. Section 2744.07.

ARTICLE 17 HOLIDAYS

Section 17.1. Bargaining unit employees shall be entitled to the following holidays:

- | | |
|---------------------------|---|
| 1. New Year's Day | 7. Columbus Day |
| 2. Martin Luther King Day | 8. Veteran's Day |
| 3. President's Day | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Christmas Day |
| 5. Independence Day | 11. Police Memorial (May 15 th) |
| 6. Labor Day | |

Section 17.2. The holidays listed in Section 1 of this Article are equivalent in hours to one working day. Employees required to work on a holiday shall be paid one (1) hours pay for each holiday hour, plus one hours pay for all holiday hours actually worked, except that it shall be plus one and one-half (1-1/2) times one (1) hour's pay for New Year's Day, Independence Day, Thanksgiving Day, Christmas Day, and Labor Day. An employee who works on a holiday and is entitled to compensation may elect to take compensatory time in lieu of pay.

Section 17.3. An employee who is scheduled off on a holiday and does not work on that day shall receive, at his option, either one (1) working day's straight time pay or its equivalent in compensatory time.

Section 17.4. Holiday compensatory time must be taken within one (1) year of the date it was earned. Accumulated compensatory time for the holidays occurring after April 1 and through December 1 (i.e., Police Memorial Day through Thanksgiving Day), shall be paid to the employee in the first pay period of December.

ARTICLE 18 VACATION

Section 18.1. Each full-time employee covered hereby shall be entitled to annual vacation leave as follows:

- A. After one (1) year of continuous service, twelve (12) work days.
- B. After five (5) years, twelve (12) work days plus one (1) day for each year after five (5) up to a maximum of twenty-four (24) work days.

Section 18.2. For this Article, continuous service means the time in the service of Union Township from the employee's last date of hire by Union Township. Continuous service shall not accrue during periods of sick or other leave or layoff if such periods last longer than six (6) months.

18.3. Years of continuous service in full-time permanent employment with another public employer in the State of Ohio which immediately precede an employee's last date

of hire by Union Township will be counted for employees hereunder on the effective date of this Agreement. For covered employees hired after April 1, 1993, the Employer may, in its sole discretion, recognize such service with another public employer for purposes of this Article.

Section 18.4. The vacation season shall be from January 1st through December 31st.

Vacation entitlement shall be computed from the anniversary date of an employee's last date of hire. Vacation days must be used within the year after the date on which the annual entitlement accrues.

Section 18.5. In the sole discretion of the Chief of Police and for good cause shown, an employee may be permitted to take vacation pay in lieu of vacation time off, or to carry over unused vacation.

Section 18.6. Requests for specific vacation times must be submitted to the Chief of Police by April 1st so that a vacation schedule can be prepared. The wishes of the employee will be honored to the extent possible.

Section 18.7. It is understood and agreed that conflicts may arise when several employees request the same or overlapping vacation weeks. Such conflicts shall be resolved by giving preference to the employees with the most years of continuous service.

Section 18.8. The Chief of Police shall set the vacation schedule in a fair equitable manner and he shall have the right, in his discretion, to make the final determination with respect to the vacation schedule.

Section 18.9. Vacation leave may be taken in minimum units of one-half (1/2) day.

ARTICLE 19 SICK LEAVE

Section 19.1. Bargaining unit employees shall accrue sick leave credit at the rate of ten (10) hours for each completed month in active pay status (i.e., during paid vacation and sick leave). Sick leave is accumulative without limit.

Section 19.2. An employee may request sick leave for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family, (in the case of a member of the family not living in the same household, the Employer may permit sick leave when he believes it is justified, but such cases will be carefully investigated);
- B. Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
- C. Death of a member of the employees immediate family;

- D. Medical, dental, or optical examinations or treatment of the employee or a member of his immediate family. The employee will attempt to schedule appointments during non-work hours; and
- E. Pregnancy, childbirth, and/or related medical conditions.

For purposes of sick leave, immediate family shall include; spouse, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, child, daughter-in-law, son-in-law, grandchild, grandparent, half-brother, half-sister, legal guardian, or other person who stands in place of a parent.

Section 19.3. Sick leave will be granted to attend to the needs of an ill or injured member of an employee's immediate family only when the attendance of the member is essential and there are no other family members available, or attendance is during serious medical procedures or grave illness.

Section 19.4. Employees absent on sick leave shall be paid at the same basic hourly rate as when they are working. Sick leave usage shall be charged in minimum units of one (1) hour increments for each hour of absence.

Section 19.5. Where an employee is unable to report to work due to illness or injury, he shall notify the on-duty supervisor not less than one (1) hour prior to his scheduled reporting time.

Section 19.6. Upon return to work an employee shall immediately complete a sick leave form to justify the use of sick leave. Prior to the return to work, when the supervisor has reasonable suspicion to question the legitimacy of the absence, the employee shall furnish a certificate from a licensed medical practitioner stating the nature of the illness, injury, treatment, and prognosis. Falsification of an application for sick leave or a practitioner's statement shall be grounds for disciplinary action.

Section 19.7. If medical attention is required, or the employee is absent for more than two (2) consecutive workdays, he may be requested to submit a certificate from a licensed physician stating the nature of the illness.

Section 19.8. An employee who retires from the Employer under PERS shall be entitled to convert accrued but unused sick leave pursuant to the following schedule:

<u>Years of Service With the Township</u>	<u>Percent of Conversion</u>	<u>Maximum Payment</u>
10-14	50%	420 hours
15-19	50%	620 hours
20 or more	100%	800 hours

Sick leave conversion is available only for sick leave earned in Union Township employment.

ARTICLE 20
LEAVES OF ABSENCE WITHOUT PAY

Section 20.1. Family and Medical Leave - Family and Medical leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks for the following reasons:

1. To care for his/her own serious health condition;
2. To care of his/her spouse, child, or parent who has a serious health condition; or
3. Because of the birth, adoption, or foster placement of a child.

The employee's available paid leave (sick leave and vacation) may be used and would be included in the twelve (12) week total. The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts the Family Medical Leave may apply for disability leave pursuant to the provisions of this Agreement.

Section 20.2. Disability Leave - A physically or mentally incapacitated employee who has completed his probationary period may request a disability leave. A disability leave for a period not to exceed one (1) year may be granted when the disability continues beyond accumulated sick leave rights provided the employee furnishes satisfactory medical proof of such disability along with his written request; and is:

- A. Hospitalized or institutionalized;
- B. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
- C. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer and the employee selected from a list of three (3) licensed physicians prepared by the Academy of Medicine of Greater Cincinnati. It is the employee's responsibility to request a disability leave since leave is not granted automatically when the employee's sick leave has expired.

When an employee is ready to return to work, he shall furnish a statement by a physician releasing the employee as able to return to work.

The Employer may require an employee to be examined by a licensed physician designated by the Employer at the Employer's expense. An employee found to be unable to physically or mentally perform the essential functions of his position by such physician shall be placed on Disability Leave as described above.

Section 20.3. Personal/Professional Leave - The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may be renewed at the discretion of the Employer.

- A. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
- B. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer thirty (30) days prior to commencement of the desired leave.
- C. Upon completion of a leave of absence, the employee is to be returned to the rank level formerly occupied.
- D. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be removed from his position.

ARTICLE 21 LEAVES OF ABSENCE WITH PAY

Section 21.1. Court Leave - The Employer shall grant full pay where an employee is summoned for any jury duty, or subpoenaed as a witness in a proceeding in which he has no personal interest and is outside the scope of his employment, by a court or other adjudicatory body as listed in this Article. All compensation for such duty must be reimbursed to the Employer unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board hearings. The Employer is not required to pay employees when appearing in court for criminal or civil, or administrative proceedings, personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, or other personal interest, etc. These absences would be leave without pay, or vacation at the discretion of the employee.

Section 21.2. Military Leave - All employees who are members of the Ohio Organized Militia or members of other reserve components of the Armed Forces of the United States, including the Ohio National Guard, are entitled to leave of absence from their respective duties, and to their regular rate of pay for such time as they are in the military service on field training practice duty for period not to exceed a total of thirty-one (31) calendar days in one (1) calendar year. Employees are required to submit to the Employer an order or statement from the appropriate military commander of evidence of such duty. There is no requirement that the service be in one continuous period of time.

The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Employees who are members of those components listed in paragraph one (1) above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized military leave for the year. The leave will cover the official period of the emergency and the time necessary to return to work.

Section 21.3. Occupational Injury Leave

- A. An employee who suffers a service-connected injury or illness incurred in the course of and arising out of employment with the Employer shall be eligible for injury leave. Injury leave shall be available for up to one hundred twenty (120) work days. This one hundred twenty (120) work day paid leave is fully paid by the Employer, and is in lieu of Workers' Compensation. An employee who applies for injury leave will apply to BWC for medical benefits only, and not lost income benefits. The employee may apply for lost income benefits toward the end of the injury leave if it is known that the absence will continue beyond the paid leave, or the leave may be extended at the discretion of the Administrator. The employee may utilize sick time or other approved leave of absence to supplement Workers' Compensation benefits. During the one hundred twenty (120) work day absence the employee shall not be charged sick time.
- B. The Employer has the right to review the employee's physical and mental status each thirty (30) days of absence in order to determine the employee's ability to return to work. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the Employer's physician, the issue shall be submitted to a third physician mutually selected by the Union and the Employer from a list submitted by the Academy of Medicine of Greater Cincinnati, whose decision regarding the ability of the employee to perform his regular duties, shall be final and binding on both parties. The services of the third physician shall be paid by the employee and the Employer.
- C. The one hundred twenty (120) work day injury leave is available for each distinct separate injury or illness. Reoccurrence of the same injury/illness and/or follow-up medical treatment related to the original injury/illness shall be charged to the original one hundred twenty (120) work days.
- D. Employees on approved injury leave earn sick leave during the leave. Employees on Workers' Compensation lost income benefits do not earn sick leave.

Section 21.4. Bereavement Leave - Bargaining unit employees may be granted up to two (2) consecutive days paid funeral leave in the event of a death in the employee's immediate family. Bargaining unit employees may be granted up to three (3) consecutive days paid funeral leave in the event of the death of an employee's spouse or child. The term immediate family for the purposes of this section shall be defined in the Article of this Agreement governing sick leave. Upon approval of the Chief of Police, bereavement leave may be extended for an additional five (5) days, and, if

extended, the additional days shall be charged to sick leave.

ARTICLE 22 UNIFORMS AND EQUIPMENT

Section 22.1. The Employer shall provide all required uniform and equipment items, including the designated footwear, at no cost to each employee. Clothing and equipment will be replaced as needed. The Employer shall provide and pay for the necessary cleaning of uniforms. Initial issue shall consist of five (5) summer and five (5) winter uniforms.

Section 22.2. Members of Unit A or Unit B assigned to detective duty requiring civilian clothing shall be paid a clothing allowance of \$1200.00 annually with up to \$600.00 paid in reimbursement upon presentation of receipts semiannually while in that assignment. Undercover investigators will receive an allowance of \$800.00 annually with up to \$300.00 paid in reimbursement upon presentation of receipts semiannually. The clothing allowance is not part of the regular rate for determination of overtime and is not a wage entitlement, but is considered wages for the purpose of taxation.

Section 22.3. Employees may be entitled to replacement, at the Employer's expense, of personal items that are damaged or lost in the line of duty and not due to acts of negligence. Such replacement shall be requested through the Chief of Police and subject to his approval. Each employee making application for replacement of lost or destroyed property shall also make application for and actively prosecute a claim for benefits under the Workers' Compensation Law of Ohio. Upon receipt of benefits under the Workers' Compensation Law, the employee shall reimburse the Township in an amount equal to the amount of benefit received under the claim. The maximum annual payment by the Employer for items not covered by Workers' Compensation is \$50.00.

Section 22.4. Each employee is responsible to report to work in uniform. The uniform is all items of clothing which make up the issued uniform and accessories must be clean, neat and orderly. It is the responsibility of the employee to maintain his/her issued apparel. Failure to comply will result in disciplinary action.

Section 22.5. Employees may display a small Union insignia on their uniforms. The insignia must be approved by the Police Chief.

ARTICLE 23 SAFETY

Section 23.1. The Employer and Union agree that an employee shall not be disciplined for refusing to use defective equipment which would, if used, present a real and present danger to the physical safety of the employee, his fellow workers, or the general public. An employee who discovers a defective piece of equipment or any other safer hazard shall report it immediately to his supervisor. It is understood that this Article does not apply to safety hazards, which are inherent in the nature of police work.

**ARTICLE 24
WAGES**

Section 24.1. Effective April 3, 2014, rates of pay for bargaining unit members shall be as follows:

<u>Dispatcher/Clerks</u>	<u>Probation Rate</u>	<u>12 mos Service</u>	<u>24 mos Service</u>	<u>36 mos Service</u>
Hourly	\$17.99	\$19.95	\$22.14	\$24.60
<u>Patrol Officers</u>	<u>Probation Rate</u>	<u>12 mos Service</u>	<u>24 mos Service</u>	<u>36 mos Service</u>
Hourly	\$25.45	\$27.37	\$29.47	\$31.64
<u>Sergeants</u>				
Hourly	\$36.05			

The above rates reflect a 3% increase.

Section 24.2. Effective April 2, 2015, rates of pay for bargaining unit members shall be as follows:

<u>Dispatcher/Clerks</u>	<u>Probation Rate</u>	<u>12 mos Service</u>	<u>24 mos Service</u>	<u>36 mos Service</u>
Hourly	\$18.53	\$20.55	\$22.80	\$25.33
<u>Patrol Officers</u>	<u>Probation Rate</u>	<u>12 mos Service</u>	<u>24 mos Service</u>	<u>36 mos Service</u>
Hourly	\$26.21	\$28.19	\$30.35	\$32.59
<u>Sergeants</u>				
Hourly	\$37.13			

The above rates reflect a 2.99% increase.

Section 24.3. Effective March 31, 2016, rates of pay for bargaining unit members shall be as follows:

<u>Dispatcher/Clerks</u>	<u>Probation Rate</u>	<u>12 mos Service</u>	<u>24 mos Service</u>	<u>36 mos Service</u>
Hourly	\$19.08	\$21.16	\$23.48	\$26.09
<u>Patrol Officers</u>	<u>Probation Rate</u>	<u>12 mos Service</u>	<u>24 mos Service</u>	<u>36 mos Service</u>
Hourly	\$26.99	\$29.03	\$31.25	\$33.56
<u>Sergeants</u>				
Hourly	\$38.23			

The above rates reflect a 2.98% increase.

Section 24.4. The Employer shall have the right to begin new hire employees in Unit A or Unit C at any rate in the wage scale. Members must progress through the remaining steps upon the succeeding anniversary dates.

Section 24.5. The probationary rate for Unit B employees shall be the mid-point between the top patrolman rate and the non-probationary sergeant rate.

ARTICLE 25 UNION LEAVE

Section 25.1. The Employer will provide up to a total of forty (40) hours of paid leave per agreement year for the three (3) bargaining units combined for employees selected by the Union to attend conferences, conventions, and educational seminars sponsored by the Union. Employees wishing to use this leave must make application to the Chief of Police not less than fourteen (14) calendar days prior to the event. The Chief will promptly notify an applicant whose request cannot be accommodated in order that the Union may name a replacement. The Employer will also consider vacation and compensatory time requests for these leaves on the same basis.

ARTICLE 26 DEATH OF A BARGAINING UNIT MEMBER

Section 26.1. In the event of the death of a bargaining unit member the surviving spouse, child, parent, or other appropriate family member shall be presented with the badge worn by the deceased member.

Section 26.2. If the deceased is killed in the line of duty, the Employer will pay funeral expenses, including attendance at observances, up to a maximum of \$4,000.00.

Section 26.3. The Employer will make all customary notifications to the police community via the normal and customary channels.

Section 26.4. Pall Bearers and honor guard will be provided and assigned according to the family's wishes.

Section 26.5. Unless requested otherwise by the family the Police Department will maintain appropriate vigil over the deceased member.

Section 26.6. Surviving bargaining unit members will be authorized the wearing of mourning colors in accordance to the following guidelines:

1. Officer killed in the line of duty within Clermont County, colors will be worn from the date of the incident for thirty (30) consecutive days.
2. Officer killed in the line of duty in an adjoining county, colors will be worn from the date of incident until the date of the funeral.
3. Mourning colors may also be worn during National Police Memorial day to include military decorations.

Section 26.7. The Employer will fly an appropriate mourning flag at all Police facilities during Police Memorial Week.

Section 26.8. The Employer will erect a suitable memorial plaque to the victim at a conspicuous location at Union Township Police Headquarters.

ARTICLE 27 RETIREMENT

Section 27.1. Employees approaching retirement shall be presented with the badge worn during service to the community, department patch, service decorations and nameplate suitably encased for presentation. The expense of encasing such items shall be the responsibility of the Lodge.

Section 27.2. Retired employees shall be permitted to retain their department credentials. The Employer may exercise the option to stamp said credential with the term Retired.

Section 27.3. Retired employees may retain one (1) complete set of the department's formal uniform with all accessories.

Section 27.4. Employees within twelve (12) months of retirement shall be allotted a

maximum of two (2) workdays at department expense to travel to PERS and correlate any retirement related affairs.

ARTICLE 28 COMMUNICABLE DISEASES

Section 28.1. Management recognizes its obligation to be responsive to employee's needs regarding communicable diseases. Detailed policy and procedures shall continue to be in place regarding proactive preventative measures. This policy and procedure has been and shall continue to be issued to every member of the agency and discusses and describes treatment of citizens and the precautions which should be practiced for one's self protection of these ailments. These policies and procedures are annually updated. This allows flexibility to enable the agency to change and adapt to new technology and developments in this field.

Section 28.2. Management shall continue to issue members with equipment and supplies to protect the employee from contracting this illness. It also recognizes the possibility of one contracting terminal illness regardless of precautionary measures taken. The Township Administration agrees to cooperate with employees with a terminal illness seeking to utilize the pension system disability program and/or retirement system to provide viable options for that affected employee.

ARTICLE 29 DRUG/ALCOHOL TESTING

Section 29.1. Drug/Alcohol testing of employees, who are not subject to the Department of Transportation, Federal Highway Administration rules on Controlled Substances and Alcohol Use and Testing may include random testing and may be conducted upon reasonable suspicion. The procedures for testing shall be the same as for those employees covered by the above mentioned rules, including the right of the employee to request confirmatory testing of a split sample by the same laboratory or by a second certified laboratory. Random testing shall be implemented only after provisions for such testing are included in the Township's Personnel Policy Manual.

Section 29.2. Reasonable suspicion shall be based on specific, current, describable observations concerning the appearance, behavior, speech, or body odors of the employee made during or immediately preceding the employee's work shift.

Section 29.3. Random testing shall be conducted by Mercy Hospital. Selection for said testing shall be made by independent computerized probability sampling and each employee shall have an equal chance of being tested each time selections are made. Union Township agrees to meet and confer with the Union prior to changing from Mercy Hospital to another independent testing laboratory.

Section 29.4. A confirmed positive test will result in the employee being temporarily relieved from duty pending completion of disciplinary proceedings. The employee will be subject to progressive disciplinary action, in accordance with Article VII of this

Contract. In the event the employee is not terminated in accordance with Article VII, the employee shall seek professional help for a drug/alcohol related problem for a first offense. A treatment program is not available for subsequent offenses. If the treatment requires that the employee not work for a specific period of time, the employee will be considered on sick leave. This leave may be conditional upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program. In addition, this leave is conditioned upon the employee entering an appropriate treatment program as soon as possible.

Within forty-five (45) days of entering the treatment program the employee must provide satisfactory medical evidence that he/she has completed the program and is fit to return to work and must pass another drug/alcohol screen. This time limit can be extended by the Township Administrator based on medical or scientific evidence that a longer time is justified. However, no period longer than six (6) months total from the date of the original positive test result will be permitted. Failure to meet these conditions may result in disciplinary action. Accrued sick leave and accrued vacation may be used for this leave. Otherwise, this leave will be unpaid.

Any employee who has returned to work is subject to retesting, and if he/she fails the retest, shall be suspended without pay until conclusion of the disciplinary process in Article 7 of this Agreement.

The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification opportunity to any employee more than once.

Section 29.5. If at any time an employee believes he is developing a tendency towards drug or alcohol abuse, he may avail himself of the Employee Assistance Program without fear of punitive action.

ARTICLE 30 TUITION ASSISTANCE

Section 30.1. Employees who have completed the initial probationary period shall be eligible for tuition assistance of up to \$3000 annually which shall include payment for books and fees directly related to coursework. The coursework must be approved in advance by the Chief of Police. The distinction between on-line and in-person courses shall not be used as criteria for tuition reimbursement denial. Tuition assistance shall, at the discretion of the Administrator, be either reimbursement or advancement. Tuition advancement requires a signed agreement obligating the employee to repay the Township in the event the employee fails, withdraws, or is given an incomplete for the course. Reimbursement is made only if the employee passes in a pass/fail system or is awarded a grade of C or better in a graded system.

**ARTICLE 31
PAID ABSENCE DAYS**

Section 31.1. Any employee in an active work status and who does not utilize any of his sick leave any one hundred twenty (120) day consecutive calendar day period, shall be entitled to one (1) paid absence day. Paid absence days off must be requested in the same manner as vacation or holiday request and are subject to approval based upon the workload requirements of the Employer. The one hundred twenty (120) day consecutive calendar begins the first day following the last incident of sick leave usage and ends one hundred twenty (120) days later. Paid absence days must be taken within one (1) year, or the day shall be paid to the employee.

**ARTICLE 32
CANINE UNIT**

Section 32.1: The work week for those members appointed to the special assignment of canine handler by the Chief of Police shall be the same as the Patrol Officers and Sergeants in Unit A and Unit B, as set forth in Article 13, "Hours of Work and Overtime". Members will receive eight (8) extra hours of paid time per pay-period for care and maintenance of the animal in their custody. Training will be conducted on duty.

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

**ARTICLE 33
SEVERABILITY, SAVINGS, AND WAIVER**

Section 33.1. The parties intend this Agreement to supersede and replace any state and local laws on the subject covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If by operation of law or by a court of competent jurisdiction it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Section 33.2. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, the Clermont County Sheriff or the Union Township Trustees where such as acts of God effect the safety and health of the citizens of Union Township, the following conditions of this Agreement shall automatically be suspended:

1. Time limits for processing of grievances; and
2. All work rules and/or agreements and practices relating to the assignment of all employees.

Upon termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they, the grievances, had properly progressed.

ARTICLE 34 DURATION

Section 34.1. Unless otherwise specified herein, this Agreement shall become effective upon execution and shall remain in full force and effect until October 31, 2016, except for Article 24 Wages, which shall remain in full force and effect until March 30, 2017.

Section 34.2. If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

SIGNATURE PAGE

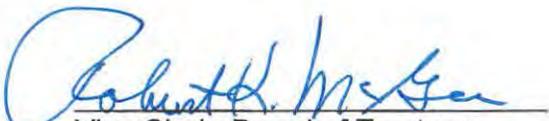
In Witness Whereof, the parties have hereunto signed by their authorized representatives this _____ day of _____, 2013.

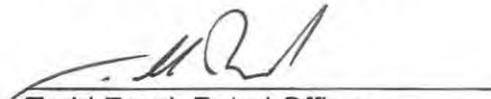
For Union Township

For The Union Township Police Association

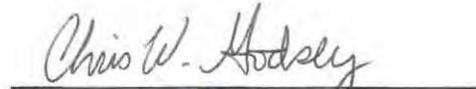

Chair, Board of Trustees

Jessup Gage
Hardin, Lazarus & Lewis, LLC


Vice Chair, Board of Trustees


Todd Reed, Patrol Officer

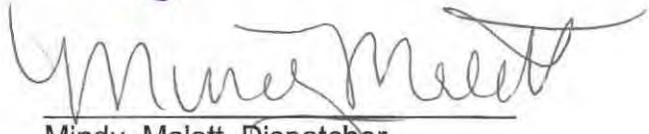

Trustee


Chris Godsey, Patrol Officer


Ken Geis
Township Administrator


Tony Rees, Sergeant

Township Counsel


Mindy, Malott, Dispatcher

Attest:


Ron Campbell
Fiscal Officer