AGREEMENT

BY AND BETWEEN

13-MED-09-1082
0535-01
K30677
02/27/2014

THE MIAMI TOWNSHIP BOARD OF TRUSTEES
CLERMONT COUNTY, OHIO

AND

THE FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.

Police Officers Contract

January 1, 2014 through December 31, 2016

TABLE OF CONTENTS

ARTICLE 1 1
AGREEMENT/PURPOSE 1
ARTICLE 2 1
FOP RECOGNITION 1
ARTICLE 3 2
DUES DEDUCTION 2
ARTICLE 4 3
FOP REPRESENTATION 3
ARTICLE 5 4
NON-DISCRIMINATION 4
ARTICLE 6 5
MANAGEMENT RIGHTS 5
ARTICLE 7 5
LABOR/MANAGEMENT MEETINGS 5
ARTICLE 8 6
GRIEVANCE PROCEDURE 6
ARTICLE 9 11
DISCIPLINE 11
ARTICLE 10 13
PERSONNEL FILES 13
ARTICLE 11 16
PROBATIONARY PERIODS 16
ARTICLE 12 17
SENIORITY 17
ARTICLE 13 18
LAYOFF AND RECALL 18
ARTICLE 14 19
HOURS OF WORK AND OVERTIME 19
ARTICLE 15 20
WAGES AND COMPENSATION 20

ARTICLE 16 23
COURT TIME/CALL-OUT TIME 23
ARTICLE 17 24
HOLIDAYS 24
ARTICLE 18 25
VACATIONS 25
ARTICLE 19 26
SICK/BEREAVEMENT LEAVE 26
ARTICLE 20 29
PERSONAL LEAVE 29
ARTICLE 21 29
INJURY LEAVE 29
ARTICLE 22 30
INSURANCES 30
ARTICLE 23 32
EQUIPMENT/CLOTHING 32
ARTICLE 24 34
NO STRIKE/NO LOCKOUT 34
ARTICLE 25 34
SEVERABILITY 34
ARTICLE 26 35
WAIVER IN CASE OF EMERGENCY 35
ARTICLE 27 35
MILITARY LEAVE 35
ARTICLE 28 36
UNPAID LEAVES OF ABSENCE 36
ARTICLE 29 39
SEVERANCE PAY 39
ARTICLE 30 39
DEATH OF A POLICE OFFICER OR BARGAINING UNIT MEMBER 39

ARTICLE 31 40
TRAINING 40
ARTICLE 32 41
ASSIGNMENT ABOVE JOB CLASSIFICATION 41
ARTICLE 33 42
HEALTH AND SAFETY 42
ARTICLE 34 42
RETIREMENT 42
ARTICLE 35 43
TUITION AND EDUCATION INCENTIVES 43
ARTICLE 36 45
EMPLOYEE'S RIGHTS 45
ARTICLE 37 47
BARGAINING UNIT WORK 47
ARTICLE 38 47
DRUG TESTING 47
ARTICLE 39 50
CONSIDERATION OF OTHER STATE LAWS 50
ARTICLE 40 51
DURATION 51
SIGNATURE PAGE 52

ARTICLE 1

AGREEMENT/PURPOSE

Section 1.1. This Agreement, entered into by the Miami Township Board of Trustees, Clermont County, Ohio, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc. hereinafter referred to as the "FOP", has as its purpose the following:
To comply with the requirement of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreement between the parties governing the wages, hours, terms and other conditions of employment for those Employees included in the bargaining unit(s) as defined herein; and to promote orderly, constructive and harmonious relations between the Employer and the FOP.

ARTICLE 2

FOP RECOGNITION

Section 2.1. The Employer recognizes the FOP as the sole and exclusive representative for those Employees of the Employer in the bargaining unit(s). Wherever used in this Agreement, the term "bargaining unit(s)" shall be deemed to include those full-time Employees employed by the Employer in a classification listed as appropriate to a bargaining unit, as certified by the Ohio State Employment Relations Board in case number 84-RC-05-1093 as amended on January 4, 2007 in case Number 06-Rep-09-0121.

Section 2.2. All management level Employees, confidential Employees, professional Employees, sergeants, part-time, seasonal and casual Employees, supervisory Employees as defined in the Ohio Revised Code and all other Employees of the Employer not classified as Police Officer are specifically excluded from the bargaining unit.

ARTICLE 3

DUES DEDUCTION

Section 3.1. The Employer agrees to deduct regular F.O.P. dues and fees in the amount certified by the F.O.P. to the Employer from the first paycheck each month of any Employee requesting in writing such deduction. The Employer agrees to furnish to the F.O.P., once each calendar month, a warrant in the aggregate amount of the deductions made for whom deductions were made. Any member may withdraw from payment of dues deductions by submitting a letter to the Employer and the F.O.P. expressing the member's desire to withdraw dues deduction authorization.

Section 3.2. Employees who are not members of the F.O.P. shall as a condition of employment pay to the F.O.P. a fair share fee. The amount of the fair share fees shall be determined by the F.O.P., but shall not exceed dues paid by members who are in the Bargaining Units. The amount of such fair share fee shall be made known by the F.O.P. to the Employer at such time during the term of the Agreement as is necessary to be accurate. Such payment shall be subject to an internal rebate procedure meeting all requirements of State and Federal laws.

For the duration of this Agreement, such fair share fee shall be automatically deducted by the Employer from the payroll check of each Employee who is not a member of the F.O.P. The automatic deduction shall be made in the first pay period of each month.

The automatic deduction shall be initiated by the Employer whenever an Employee who is not a member of the F.O.P. has completed the first sixty (60) days of employment, or sixty (60) days after the effective date of this Agreement.

The Employer agrees to furnish the F.O.P., once each calendar month, a warrant in the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the Employees for whom said deductions are made. All dues and fees collected under this Article shall be paid by the Employer as soon as possible to the F.O.P./O.L.C. at 222 East Town Street, Columbus, Ohio 43215-4611.

Section 3.3. It is specifically agreed that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article, and the FOP hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

ARTICLE 4

FOP REPRESENTATION

Section 4.1. Non-Employee representatives 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 contact the Employer or the Employer's designated representative.

Section 4.2. The Employer shall recognize two (2) Employees, designated by the FOP to act as FOP Associates authorized under this Agreement. Alternate representatives may be designated by the FOP to perform the duties of a regular representative in the absence of said representative for the purposes of this Agreement. (Two (2) Employee FOP/OLC representatives each shall be granted up to two (2) days of time off per contract year without loss of pay or benefits to attend FOP/OLC conferences or conventions. The Employees shall submit a request for such leave to the Employer not less than fourteen (14) days in advance of the date the leave is requested to begin. The Employer reserves the right to deny such leave in the event of an emergency situation and/or the leave would create overtime. The Employer's decision to deny a leave request pursuant to this section of the contract is not subject to the grievance procedure.) When a bargaining unit has not designated an Associate, the employer shall communicate with the FOP Business Agent for matters relative to that bargaining unit.

Section 4.3. Representatives of the FOP shall be permitted to transact official business at departmental work sites at all reasonable times, provided that this shall not unduly interfere with or interrupt normal departmental operations. On duty time, by all F.O.P. representatives shall not exceed two (2) hours per week (as allowed by this Article). The Employer shall not

unreasonably deny this allowed time to an Employee representative. An Employee or Employee representative involved in grievance presentations, pre-disciplinary hearings or other authorized representational activities shall not, if such activities are scheduled on an Employee's work time, suffer any loss of pay for time spent in such activities.

Section 4.4. The Employer agrees to provide bulletin board space in an accessible location for the FOP's use. The FOP may post notices relating to recreational or social events, election notices, or results, notice of meetings, official notices or other matters related to the affairs of members of the bargaining units. No obscene, immoral, unethical, scurrilous, or vituperative matter may be posted. The bulletin board shall be maintained in a neat and orderly manner.

Section 4.5. Any statement made by a bargaining unit member to an authorized FOP representative shall be considered confidential.

ARTICLE 5

NON-DISCRIMINATION

Section 5.1. The provisions of this Agreement shall be applied equally to all Employees in the bargaining units without discrimination as to age, sex, race, color, religion, disability or national origin.

Section 5.2. The Employer agrees not to interfere with the rights of the Employees to become members of the FOP, and there shall be no disparate treatment, interference, restraint or coercion by the Employer or any representative of the Employer against any Employee because of FOP membership or because of any legal Employee activity in an official capacity on behalf of the FOP.

Section 5.3. The FOP agrees not to interfere with the rights of Employees to not become members of the FOP, and there shall be no disparate treatment, restraint, or coercion by the FOP or its representatives against any Employee exercising the right to abstain from membership in the FOP or involvement in FOP activities.

Section 5.4. All references to Employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include both male and female Employees.

ARTICLE 6

MANAGEMENT RIGHTS

Section 6.1. The Employer possesses sole right to operate the Department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as expressly limited by the terms and conditions set forth in this Agreement:

A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as functions and programs of the Township, standards of services, its overall budget, utilization of technology, organizational structure, and right to determine productivity standards.

B. Direct, supervise, evaluate, promote or hire Employees;

C. Maintain and improve the efficiency and effectiveness of operations and programs;

D. Determine the overall methods, process, means or personnel by which operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause;

F. Determine the adequacy of the work force;

G. Determine the mission of the Department as a unit of Township government.

H. Effectively manage the work force.

I. Take actions to carry out the mission of the Township as a governmental unit.

Section 6.2. The FOP recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the rights, responsibilities and functions of the Employer.

ARTICLE 7

LABOR/MANAGEMENT MEETINGS

Section 7.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer and/or their

designee(s) shall meet with not more than two (2) FOP Associates to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 7.2. An agenda will be furnished by the party requesting the meeting at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting and the names of those FOP representatives who will be attending. 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 that affects bargaining unit members of the FOP.

C. Discuss grievances that have 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 efficiency.

F. To consider and discuss health and safety matters relating to Employees.

Section 7.3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1. 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. 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 law, State law, the United States Constitution or Ohio State Constitution.

A "working day" is defined as usually Monday through Friday, excluding Holidays or any day that the, Miami Township Civic Center is scheduled to be closed for normal business.

Section 8.2. Where there is an alleged violation of the provisions of this Agreement that qualifies for an appeal under the rules of the Equal Employment Opportunity Commission or the

Ohio Civil Rights Commission, such matters shall not be appealable to arbitration through the grievance procedure contained in this Agreement. The Employee and their representatives shall meet if a grievance has been filed, at Steps 1, 2, and 3 in the grievance procedure in an effort to resolve the alleged violation.

Section 8.3. All grievances must be presented at the proper step and time in progression, in order to be considered at the next step, unless the parties agree to waive certain steps.

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 or prejudice.

Any grievance not answered by the Employer's representative within the stipulated time limits shall automatically advance to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual agreement in writing.

Section 8.4. In order for an alleged grievance to receive consideration under this procedure, the grievant, with a representative, if the former desires, must present the alleged grievance in writing to the Chief of Police (or designee), within seven (7) working days after the grievant knew or should have known of the facts or circumstances giving rise to the grievance.

All exchanges of grievances at the various steps shall be in person between the Employer's representatives and the FOP's representatives.

Section 8.5. All written grievances should contain the following information:

A. Aggrieved Employee's name and signature;
B. Date grievance was first discussed;
C. Date grievance was filed in writing;
D. Name of supervisor with whom grievance was first discussed;
E. Date and time grievance occurred;
F. Where grievance occurred;
G. And shall contain;
H. Description of incident giving rise to the grievance;

I. Articles and Sections of the Agreement violated; and,

J. Desired remedy to resolve grievance.

Section 8.6. The following steps shall be followed in the process of a formal grievance:

Step 1. There shall be an earnest, honest effort to settle disputes and controversies promptly through oral discussions between the Employee and the Employees' Division Commander. The Division Commander's verbal answer shall be given within two (2) working days of the discussions. Any matter which cannot be resolved through these discussions and which meets the definition of a grievance as herein defined, may be submitted through the formal grievance procedure within five (5) working days of the supervisor's verbal answer.

Step 2. The grievance must be submitted in writing to the Police Chief (or designee) within the time limits set forth in Section 8.4 herein. It shall be the responsibility of the Police Chief (or designee) to investigate the matter and provide a written response within seven (7) working days following the day on which the Police Chief (or designee) was presented the grievance.

Step 3. If the grievance is not resolved in Step 2, it may then be appealed by the grievant to a meeting between the Employer (or designated representative) and the aggrieved, with or without a representative.

The appeal in Step 3 must take place within seven (7) working days of the response in Step 2. The Employer shall respond to the aggrieved within seven (7) working days.

The Employee must indicate on the grievance form in writing whether the grievance response is accepted or rejected, and sign the form on the appropriate line, and indicate the date and time it is received by the aggrieved Employee.

Step 4. Arbitration

If the grievance is not satisfactorily resolved at Step 3, it may be submitted to Arbitration upon notification of the FOP in accordance with this Section of this Article.

The FOP, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within fourteen (14) working days from the date of final answer on such grievance under Step 3 in the grievance procedure, the FOP shall notify the Employer in writing of its intent to seek arbitration. Any grievance not submitted within fourteen (14) working day period described above shall be deemed settled on the basis of the last answer given by the Employer's representative.

The representatives of the parties (the FOP and the Employer) shall, within twenty (20) working days after notification of a request to arbitrate, begin the selection procedures outlined below. The Employer will notify the FOP of any questions of arbitrability at this time. The FOP may withdraw its request to arbitrate at any time prior to the actual hearing. The party canceling the arbitration shall pay any cancellation fee due the arbitrator.

a. After receipt of a request to arbitrate, the Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one name remains as the arbitrator chosen by the parties. Either party may once reject a list prior to beginning the striking procedure, and submit a request for another list from the FMCS. The strike-off process must be completed within fifteen (15) days from the date the list(s) are received from FMCS. The time period described above shall begin on the date in which both parties are in receipt of the FMCS list(s). An arbitration selection process not completed within the fifteen (15) working day period described above shall be deemed settled on the basis of the last answer given by the Employer's representatives. The Arbitrator's decisions shall be strictly limited to the

interpretation, application, or enforcement of specific articles in this Agreement. The Arbitrator may not modify or amend the Agreement.

b. The decisions of the arbitrator shall be final and binding. The arbitrator shall have authority to recommend any right or relief on an alleged grievance occurring at any time in the agreement period in which such right originated consistent with the terms of the Agreement. The arbitrator shall have authority to make an award based on rights arising under any previous grievance or practice. The arbitrator shall not establish any new or different wage rates not negotiated as a part of this Agreement. In cases of discharge or suspension, the arbitrator shall have the authority to award modification of said discipline.

c. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, or hearing room, shall be borne equally by the Employer and the FOP. 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 day of the hearing.

Section 8.7. When an Employee covered by this Agreement chooses self representation in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement.

Section 8.8. The FOP shall use a grievance form which shall be provide the information outlined in Section 8.5. The FOP shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

Section 8.9. Loss of pay discipline imposed by the Police Chief (or designee) shall be initiated at Step 3 of the Grievance Procedure. Loss of pay discipline imposed by the Township Administrator shall be initiated at Step 4 of the Grievance Procedure.

ARTICLE 9

DISCIPLINE

Section 9.1. The tenure of every bargaining unit member shall be during good behavior and efficient service. No Employee shall be disciplined except for those grounds set forth in Article 9.2.

Section 9.2. Any Employee may be disciplined for the following infractions: incompetency; inefficiency; dishonesty; drunkenness; immoral conduct; insubordination; discourteous treatment of the public; neglect of duty; absence without leave; and any other failure of good behavior or any other acts of misfeasance; malfeasance; or nonfeasance which adversely affects the ability of the Township to provide services to the public. No Employee shall be disciplined except for just cause. The Employer may take this type of action while the Employee is on duty, working under the colors of the Employer; or off-duty representing themself as an Employee of the Police Department. The Employee may not be disciplined for actions on off duty time that do not reflect directly on the Police Department or do not violate any State or Federal statutory provisions.

Section 9.3. In initiating discipline, the Employer agrees to the following form of discipline.

A. Verbal warning;
B. Written reprimand
C. Suspension without pay, for up to thirty (30) days;
D. Reduction in classification or Discharge.

Section 9.4. Except for infractions involving suspension of more than three (3) days or discharge, said discipline shall be at the sole discretion of the Chief of Police (or designee). Before initiating discipline, the supervisor recommending discipline shall attempt to resolve the infraction by discussing the infraction with the Employee. The Employer may issue verbal warnings or written reprimands without prior notice where the Employer feels that immediate discipline is warranted. Such warnings and reprimands may be appealed through the grievance procedure up to and including Step 3 only.

Section 9.5. In cases where the Chief of Police (or designee,) determines that any suspension, reduction in classification or discharge may be the appropriate remedy, they shall notify the Employee of the charges supporting the requested discipline. The Employee may request full disclosure of all statements and related documents or other evidence supporting the disciplinary action. The Employer will provide copies at no cost to the Employee. Within forty-eight (48) hours of receipt of this notification, the Employee must notify the Employer in writing whether the Employee intends to contest the suspension or discharge. A pre-disciplinary conference will be scheduled between the Employee, a FOP representative (if the Employee desires) and the Chief of Police (or designee,) and the Township Administrator/Safety Director no sooner than five (5) working days from when the notice from the Employee is received. At the pre-disciplinary conference, the Township Administrator shall act as a neutral hearing officer. The Township Administrator shall take evidence from either the Police Chief (or designee,) and Employee as to the nature of the infraction and the reasons why suspension or discharge is warranted. The Employee may appear at this pre-disciplinary conference with or without a representative and may, without penalty, either participate or not participate in the presentation of evidence.

The Employee may waive a pre-disciplinary conference by filing a written waiver with the Township Administrator along with the notice to contest the suspension or discharge.

At the pre-disciplinary conference, the Employee shall have the right to call witnesses or present any other evidence the Employee feels is warranted in defense of the charges. In addition, the Employee may cross-examine witnesses including the Police Chief (or-designee). The Employee shall be entitled to one continuance of the pre-disciplinary conference for a period neither less than five (5) days nor more than ten (10) days. The pre-disciplinary conference will be recorded at the request of either party.

Either party may provide a written brief to the Township Administrator prior to the pre-disciplinary hearing provided the other party is also provided a copy.

Within seventy-two (72) hours of the conclusion of the pre-disciplinary conference, the Township Administrator will issue a written opinion of findings and recommendations. The

Township Administrator/Safety Director shall have authority to suspend an Employee for up to three (3) days if said suspension is the appropriate measure of discipline. If a suspension of more than three (3) days, reduction in classification or discharge is recommended, the Township Administrator/Safety Director will transmit this recommendation to the Board of Trustees, and the Employee may, with or without representation, contest the recommendation of the Township Administrator/Safety Director. The Employee has a right to have a meeting held with the trustees in an open or closed session pursuant to Section 121.22(G)(1) of the Ohio Revised Code.

At the meeting, the Board of Trustees will review all materials and testimony submitted by the Employee, if so desired, Police Chief (or designee,) and Township Administrator/Safety Director, and may call such witnesses as the Board determines necessary to make a decision. Upon review of this information, the Board of Trustees will accept; accept with modifications; reject or reject with modifications, the recommendation of the Township Administrator/Safety Director.

Section 9.6. All disciplinary actions may be appealed through the Grievance procedure except as noted in Section 9.4.

Section 9.7. The aforestated Article does not apply to Employees who have failed to complete the probationary set forth in Article 11.1. In those cases, the Employee serves at the will of the Employer.

ARTICLE 10

PERSONNEL FILES

Section 10.1. The Employer shall maintain a personnel file folder for each Employee. Said folder shall contain the following documents.

A. Application.

B. Letter of appointment.

C. Resolution regarding promotions and pay raises.

D. Discipline records.

E. Copies of payroll records. Original payroll records are on file with Clerk.

F. Letter(s) of commendation.

G. Reviews.

H. Copies of any records required to be kept by the Internal Revenue Service, State of Ohio or Immigration and Naturalization Services. Originals are on File with the Clerk.

I. Insurance information.

J. Any Employee statements reference Section 10.4 below.

Section 10.2. This folder will be under the supervision and control of the Township Administrator. The Employee may review said folder during the hours of 8:30 a.m. to 4:00 p.m. Monday through Friday. Advance notice to the Administrator may be required. The Employee, the Employee's legal guardian, or an attorney authorized in writing by the Employee, may review this folder.

Section 10.3. Employees shall have the right to obtain copies of all information contained in the folder. The first copy obtained shall be free. Additional copies shall be requested in accordance with the Miami Township Records Management Policy:

The Township, in accordance with Section 149.43 of the Ohio Revised Code, has established the following fees for providing copies or reproductions of public records maintained by the Township:

A. For photocopies of either letter or legal size documents, the fees shall be as follows:

1. For the first through the twenty-fifth photocopy, there will be no charge.
2. For twenty-six or more photocopies, there is a fee of five (5) cents per photocopy calculation from the first photocopy. Advance payment is required before any copies are prepared. (Two sided photocopies shall be charged at a rate of five (5) cents per sheet).
3. For videotapes, cassette tapes or for any other type of media, the fee shall be the replacement cost or the reproduction (copying) cost. Reproduction cost may only be charged if a commercial or professional service is contracted to provide the copy. If the Township creates the copy, a reproduction fee may not be charged.

B. Bulk Request and Special Extraction Costs will follow revised Code Section 149.43 (E)(2).

Section 10.4. If an Employee disputes the accuracy, relevance, timeliness, or completeness of any information in the folder, the Employee may request the Employer to investigate the current status of the information. Said request must be in writing and filed with the Township Administrator. Within thirty (30) days of receiving this request, the Township Administrator shall make a reasonable investigation to determine whether the disputed information is accurate, relevant, timely, and complete and shall tell the Employee in writing of the results of the investigation. The Employer shall delete any information that it cannot verify or that it finds to be inaccurate.

If after the Township Administrator's determination, the Employee is not satisfied with the results, the Employer shall either:

A. Permit the Employee to include within the folder a brief written statement of the Employees' position on the disputed information; or
B. Permit the Employee to include within the folder a written protest that the information is inaccurate, irrelevant, outdated, or incomplete. The Employer shall maintain a copy of the Employee's statement of dispute in the file.

If the Employee does either A or B above, the statement provided by the Employee shall be included in any subsequent transfer, report, or dissemination of the disputed information. The Employer may also include in a transfer a statement that the Employer has reasonable ground to believe that the dispute is frivolous or irrelevant and the reasons for that belief.

Following any deletion of information that is found to be inaccurate or the accuracy of which can no longer be verified or if a statement of dispute is filed by an Employee, the Employer shall, at the written request of the Employee, furnish notification that the information has been deleted or furnish a copy of the Employee's statement of dispute, to any person specifically designated by the Employee.

Section 10.5. Records of oral warnings and written reprimands shall cease to have force and effect one (1) year from the date of issuance and shall, upon request of the Employee, be removed from the personnel file, provided no similar intervening discipline has occurred. Any

record of more severe discipline shall cease to have force and effect two (2) years from the date of issuance and shall upon the request of the Employee, be removed from the personnel file, provided no similar intervening discipline has occurred.

Section 10.6. Medical, psychiatric, or psychological information maintained in the file shall be disclosed to the Employee unless a physician, psychiatrist, or psychologist determines that the disclosure of the information is likely to have an adverse effect on the Employee. In these cases, the information shall be released to a physician, psychologist, or psychiatrist designated in writing by the Employee or the Employee's legal guardian.

Section 10.7. The following information will be deemed to be information which if released could reasonably endanger the health and safety of the law enforcement officers: Employee's address, telephone number; names, addresses, and telephone numbers of Employee's dependents and other family members, Employee's health records and insurance information.

Section 10.8. The Employer will prepare and disclose any records identified as public records in accordance to O.R.C. 149.42. To the extent permitted by Ohio law, the Employee will be notified of the name, and professional association of the requestor prior to any disclosure. Requestors will be advised the Employee will be notified of the requestor's identity and the specific public records disclosed.

ARTICLE 11

PROBATIONARY PERIODS

Section 11.1. Every newly hired Employee will be required to successfully complete a probationary period. The probationary period for new Employees shall begin on the first day for which the Employee received compensation from the Employer and shall continue for a period of eighteen (18) months. A probationary Employee may be discharged any time during the probationary period. A probationary Employee shall have no right of appeal through the grievance procedure for any disciplinary action. A probationary Employee absent from work more than ten (10) work days during their probation shall have the probationary period extended by the amount of days they are absent.

The Employer may assign a probationary Employee to fill a vacant position for training purposes, but the assignment shall not exceed the period of thirty (30) days. Employees who are prohibited from filling a vacant position due to temporary assignment of a probationary Employee in the position shall not be deprived of the opportunity to fill the vacant position more than once.

Section 11.2. An Employee serving a promotional probationary period in another bargaining unit whose performance is unsatisfactory shall be returned to their former position in this bargaining unit with no loss of seniority.

ARTICLE 12

SENIORITY

Section 12.1. Effective January 1, 2011 "Seniority" shall be computed only on the basis of uninterrupted length of continuous full-time service with the Employer within a Miami Township Police Department Bargaining Unit. A separation of employment lasting less than one hundred eighty (180) days shall not constitute a break in continuous service. However, the number of days separated from employment shall be deducted from the total number of continuous service days. Once continuous service within a Miami Township Police Department Bargaining Unit is broken, unless the Employee is reinstated as a result of any arbitration and/or court decision, the Employee loses all previously accumulated seniority.

Section 12.2. An approved leave of absence does not constitute a break in continuous service provided the Employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 12.3. Employees laid off shall retain their seniority for a period of twelve (12) months from the date of layoff.

Section 12.4. Time in grade "Seniority" shall be used for the purpose of shift assignments.

ARTICLE 13

LAYOFF AND RECALL

Section 13.1. When the Employer determines that a long term layoff or job abolishment is necessary, the employer shall notify the affected Employee thirty (30) days in advance of the effective date of the lay off or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours 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. Note! Any Sergeant receiving notice of long term layoff shall have five (5) calendar days following the receipt of such notice in which to exercise the right to bump the least senior Employee in this bargaining unit.

Section 13.2. Layoffs in the bargaining unit shall be in inverse order of seniority, with the least senior bargaining unit member being laid off first.

Section 13.3. Employees who are laid off shall be placed on a recall list for a period of one (1) year. 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 section to which they are recalled. Any recalled Employee requiring additional training to meet the position qualification in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training required in this Section shall be at the Employer's expense.

Section 13.4. 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.

Section 13.5. The recalled Employee shall have fourteen (14) calendar days following the date of mailing of the recall notice to notify the Employer of the Employees' intention to return to work and shall have fifteen (15) calendar days following the mailing date of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

Section 13.6. For the purpose of Section 13.3 of this Article, seniority shall be computed on the basis of uninterrupted length of continuous service in the Police Department

ARTICLE 14

HOURS OF WORK AND OVERTIME

Section 14.1. The standard work period for Patrol Officers shall normally consist of twelve hours (12) per day or one hundred sixty five (165) hours within a twenty-eight (28) day working period.

Section 14.2. Employees required to work in excess of their scheduled work day shall be paid at the rate of one and one half times (1 ½) their regular hourly rate of pay for all such excess time.

A. Approved vacation, compensatory time, holidays, sick days, personal days and paid days shall be considered time worked for the purpose of computing work time.

B. There shall be no pyramiding of overtime.

C. Overtime will be calculated and paid with the regular pay and within the same pay period in which it is earned, when possible.

Section 14.3. Employees may elect to take compensatory time in lieu of overtime pay, holiday pay, court time pay and call out pay. All holiday compensatory hours shall be paid at the rate of one (1) hour of pay for each holiday hour. The maximum amount of compensatory time that an Employee may accrue is sixty (60) hours. Compensatory time shall be scheduled and used at a time mutually agreed upon by the Employee and Employer. The Employer will not unreasonably refuse to grant the compensatory time off requested by the Employee. Casual leave requested of one (1) work day or less may be approved by the supervisor in charge of the tour covering the requested time as long as the casual leave does not prompt departmental overtime to meet minimum manpower staffing levels.

Section 14.4. The Employer at its discretion may approve shift trades, or scheduled days off traded for an alternate day off as long as such accommodations will not require the Employer to incur an additional expense as a direct result of such exchange.

Section 14.5. The Employer reserves the right to require any/or all Employees to work overtime when operational needs of the Department require it.

Section 14.6. Regular work schedules shall be posted ten (10) days prior to their effective date. Seven (7) days' notice must be given to any non-emergency change in a posted schedule.

Section 14.7. Except for probationary Employees and Employees in specialized assignments, Employees will be assigned to permanent shifts based on Seniority preferences. All Employees will submit their requests/bids for their shift preference during the month of December. Employees working a temporary assignment of one hundred twenty (120) days or less may not exercise their seniority bid.

Section 14.8. As agreed, Employees will continue to operate on a twelve (12) hour shift system. Either party may request another shift system. Such request shall reopen negotiations for this issue only (type of shift and related hours of work). Such negotiations will follow the statutory procedures of ORC 4117.14. "Short days" shall be eliminated for officers assigned to road patrol. Each patrol officer assigned to road patrol shall receive one and one-half (1-1/2) hours overtime pay per pay period in place of their "short days".

ARTICLE 15

WAGES AND COMPENSATION

Section 15.1. Effective January 1, 2014 rates of pay for bargaining unit members shall be as follows: Plus 2% in all classifications and pay steps

CLASS: Police Officers

	Probationary	1 year	2 years	3 years	4 years
Hourly	$26.85	$28.40	$30.03	$31.75	$33.58
Bi-Weekly	$2,147.71	$2,271.74	$2,402.30	$2,540.21	$2,686.27
Annual	$55,840.51	$59,065.34	$62,459.90	$66,045.41	$69,843.07

Section 15.2. Effective January 1, 2015 rates of pay for bargaining unit members shall be as follows: Plus 2% in all classifications and pay steps

CLASS: Police Officers

	Probationary	1 year	2 years	3 years	4 years
Hourly	$27.38	$28.96	$30.63	$32.39	$34.25
Bi-Weekly	$2,190.67	$2,317.18	$2,450.35	$2,591.01	$2,740.00
Annual	$56,957.32	$60,246.65	$63,709.10	$67,366.32	$71,239.93

Section 15.3. Effective January 1, 2016 rates of pay for bargaining unit members shall be as follows: Plus 2% in all classifications and pay steps

CLASS: Police Officers

	Probationary	1 year	2 years	3 years	4 years
Hourly	$27.93	$29.54	$31.24	$33.04	$34.93
Bi-Weekly	$2,234.48	$2,363.52	$2,499.36	$2,642.83	$2,794.80
Annual	$58,096.47	$61,451.58	$64,983.28	$68,713.64	$72,664.73

Section 15.4. The listing of annual salaries in Section 15.1, 15.2, and 15.3 is for illustration purposes only, and does not represent a guaranteed salary. The hourly rate is accurate.

Section 15.5. On the effective date of this Agreement, all Employees shall be placed in the pay step in their assigned pay ranges which corresponds to their length of service in rank. Thereafter, Employees shall be advanced through the pay steps at the beginning of the pay period which follows their anniversary date of entry into their rank, until the top step is reached.

Section 15.6. The Employer reserves the right to begin a new hire Employee at a rate above the probationary rate, where exceptional qualifications and experience warrant it. Such Employee shall then advance through the steps upon completion of the necessary length of service with the

department. Promoted Employees shall begin at the probationary rate, and then advance through the pay steps as in Section 15.5.

Section 15.7. Employees shall be paid on a bi-weekly basis, with paychecks issued every other Friday.

Section 15.8. Selected Specialized Positions shall be paid additional compensation according to the following criteria:

A. Any officer(s) whose principal duty assignment is the D.A.R.E. Officer shall be paid specialized assignment pay as follows:
    1. For D.A.R.E. duties performed through January 1 through June 30, the assigned DARE Officer(s) shall be paid a sum of twelve hundred dollars ($1,200) in the first July payroll.
    2. For DARE duties performed July 1 through December 31, the assigned DARE Officer(s) shall be paid a sum of twelve hundred dollars ($1,200) in the first January payroll.
    3. To qualify for payment, the officer must be a qualified D.A.R.E. officer, and must have been assigned as the D.A.R.E. officer for the period involved and performed the D.A.R.E. duties for at least three months of that period.
    4. An officer shall be considered "qualified" after completing the following training courses:
        a. The eighty (80) hour D.A.R.E. Instructor Course, or equivalent approved by the Chief of Police; and
        b. An additional thirty two (32) hours of annual re-training in D.A.R.E. related topics, approved by the Chief of Police.

B. Any officer(s) whose temporary duty assignment is the Field Training Officer (FTO) or Police Training Officer (PTO) shall be paid specialized assignment pay as follows:
    1. Any assigned FTO/PTO shall be paid an additional sum of three dollars ($3.00) per hour for each hour in the performance of FTO/PTO duties.
    2. To qualify for payment, the officer must be a qualified FTO/PTO and must have been assigned as the FTO/PTO for the period involved and performed

FTO/PTO duties An officer shall be considered a "qualified" FTO/PTO after completing a basic FTO/PTO course of at least twenty four (24) classroom hours.

ARTICLE 16

COURT TIME/CALL-OUT TIME

Section 16.1. Whenever an Employee is required to appear on off duty time before any official court or before the Prosecutor for pre-trial conference on matters pertaining to or arising from the Employee's official duties, the Employee shall receive three (3) hours pay at one and one and one-half (1-1/2) times the Employee's regular hourly rate for such appearance. If an Employee appears before a court or at a pre-trial conference for more than three (3) hours, such excess time shall be compensated at one and one-half (1-1/2) times the Employee's regular hourly rate of pay for all time spent in such appearances.

Section 16.2. If an Employee's scheduled court time period begins prior to their regularly scheduled shift, the Employee will receive court pay for the time not overlapping the scheduled shift. The Employee will receive pay thirty (30) minutes prior to the scheduled court appearance for driving time. When an Employee appears in court during or immediately at the end of their regular shift, the Employee shall receive overtime pay at one and one-half (1-1/2) times their regular hourly rate for the time spent in court beyond the scheduled end of the Employee's regular shift and thirty (30) minutes driving time, if returning in a Township vehicle.

Section 16.3. Employees may keep all fees and payments paid to them by a court for all appearances on off duty time.

Section 16.4. Any Employee called in to work at a time outside of their regularly scheduled shift, and such call-out does not abut the Employee's regularly scheduled shift, shall be paid a minimum of two and one-half (2-1/2) hours at the overtime rate. All time worked in excess of the two and one-half (2-1/2) hours shall be paid at the overtime rate for all time actually worked.

ARTICLE 17

HOLIDAYS

Section 17.1. Employees shall be entitled to the following paid holidays:

New Year's Day	(1st Day of January)
Martin Luther King Day	(3rd Monday of January)
President's Day	(3rd Monday of February)
Memorial Day	(4th Monday of May)
Independence Day	(4th Day of July)
Labor Day	(1st Monday in September)
Columbus Day	(2nd Monday in October)
Veterans Day	(11th Day of November)
Thanksgiving Day	(4th Thursday in November)
Christmas Day	(25th day of December)

Section 17.2. All holidays shall be observed on the actual dates listed above. All holidays are twelve (12) hours in length. An Employee who works a shift where the scheduled hours are on a holiday shall be entitled to holiday compensation for hours worked on the holiday.

Section 17.3. Only Employees working New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas are entitled to one and one half (1- ½) times their hourly rate in addition to their scheduled hours.

Section 17.4. Employees not scheduled to work on a holiday listed in Section 17.1 above shall receive, as "holiday pay", their normal hourly rate times the number of hours equal to their normal work day, unless the Employee is on an unpaid leave of absence or a disciplinary suspension when the holiday is observed.

Section 17.5. Employees required to work on a holiday listed in Section 17.1 above shall receive holiday pay as defined in Section 17.4 above, and shall additionally be paid their normal hourly rate for all hours actually worked on the holiday.

ARTICLE 18

VACATIONS

Section 18.1. Bargaining unit Employees shall earn vacation leave according to their number of years of (service credit*) as follows:

A.	Less than 12 months	-----	no vacation
B.	12 months + one day to 84	-----	96 hour
C.	84 months + one day to 180 months	-----	144 hours
D.	180 months + one day to 240 months	-----	192 hours
E.	240 months + one day and up	-----	240 hours

Section 18.2. Vacation credit accrues while on vacation and sick leave. Prorated vacation credit is given for any part of a pay period. No vacation leave shall accrue while an Employee is on any unpaid leave of absence or while on disciplinary suspension.

Section 18.3. For this Article, "service credit" means the time in the service of Miami Township and includes all prior service time with another political subdivision of the State of Ohio. Service credit shall not accrue during periods of suspension or of layoffs lasting longer than one (1) year. An Employee who has prior service time with a political subdivision in the State of Ohio shall receive service credit towards vacation entitlement for all such service time. An Employee with prior service does not receive credit for the service until completion of one (1) year of service with Miami Township Police Department.

A. Vacation requests for less than one (1) full work week are honored solely on the basis of order of application.

B. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.

C. Vacation increments will be no less than two (2) hours. The Employer will not unreasonably refuse to grant the vacation time off requested by an Employee.

Section 18.4. The Employer shall post a vacation calendar during the month of January of each year. Requests for vacation time shall be by seniority, with the most senior bargaining unit member having the first selection of vacation time. After the most senior bargaining unit

member has scheduled vacation time, then the request for vacation time off shall be processed, by seniority, until the Employee with the least seniority has scheduled vacation time.

Section 18.5. After the vacation list has circulated through all Employees, then any remaining vacation time that an Employee has not scheduled, shall be scheduled on a first application basis and seniority rights shall not prevail.

Section 18.6. When an Employee retires or resigns from the Police Department, the Employee shall be paid for any earned but unused vacation. An Employee shall not be granted an unpaid leave of absence until all earned vacation has been used.

Section 18.7. The vacation calendar shall be from January 1st to December 31st of each year. Employees shall receive vacation credit on their first anniversary date and every January 1st thereafter. An Employee may carry up to forty-eight (48) hours of vacation leave forward to the next vacation year. Vacation leave that is not used, scheduled for use or able to be carried over to the next year by December 1 in the year of accrual, shall be paid out to the Employee on the first check in December, up to a maximum of forty-eight (48) hours. Any vacation above the forty-eight (48) hour maximum carry over and the forty-eight (48) hour maximum cash out will be deemed as lost vacation hours by the Employee.

ARTICLE 19

SICK/BEREAVEMENT LEAVE

Section 19.1. Sick leave shall be earned and credited at the rate of ten (10) hours for each month in active pay status, including paid vacations, sick leave and injury leave, but not during a leave of absence without pay, layoff, disciplinary suspension, or while in overtime status. Unused sick leave shall accumulate to a limit of two thousand eighty (2080) hours.

Section 19.2.

A. Notification by Employee

When an Employee is unable to report to work, the Employee shall notify the Employee's immediate Supervisor or other designated person, two (2) hours or more (unless extenuating circumstances prohibit) prior to the scheduled reporting time to work

on each day of absence, unless other arrangements are made with the Employee's supervisor.

B. Evidence Required for Sick Leave Usage

Upon return to work an Employee shall complete an application for sick leave on the form currently in use attached as Exhibit A, or upon another form mutually agreed upon by the parties to justify the use of sick leave. The Employer may, when an Employee utilizes sick leave for medical appointments or where an absence is for three (3) consecutive days or more, require the Employee to furnish a certificate from a physician, dentist, or other medical practitioner. After four (4) sick leave events within any rolling twelve (12) month period, the Employer may require the Employee to provide a physician's statement to justify the absence. Falsification of either a written signed statement or a practitioner's certificate shall be grounds for disciplinary action including dismissal.

C. Use of Sick Leave

Sick leave may be granted to an Employee upon approval of the Employer for the following reasons:

1. Illness or injury of the Employee, or a member of the Employee's immediate family residing in the same household as the Employee wherein the Employee's presence is required.
2. Medical, dental or optical examination or treatment of Employee, or a member of the Employee's immediate family which requires the presence of the Employee, and which cannot be scheduled during non-working hours.
3. If a member of the Employee's immediate family suffers an illness or injury which requires the care and attendance of the Employee.
4. If the Employee is exposed to a contagious disease when such exposure, in the opinion of a licensed physician, would render the Employee a hazard to the health of others.
5. Pregnancy and/or childbirth, and other conditions related thereto.
6. Death of a family member not covered by bereavement leave.

7. For the purpose of Sick Leave in this section, the definition of immediate family shall be defined as spouse, child or parent or any other person residing in the Employee's household.

D. Sick leave usage shall be charged in minimum units of one (1) hour or fraction of an hour taken by an Employee.

E. An Employee that calls in sick at the start of a tour of duty will be required to use twelve (12) hours of sick time.

Section 19.3.

A. An Employee with an accumulation of twelve hundred (1200) hours of sick time may "cash in" one hundred and twenty (120) hours per year at the rate of one (1) hours pay for two (2) hours of sick time and shall be paid out to the Employee on the first paycheck in December.

B. An Employee with ten (10) or more years of service with the Miami Township Police Department who retires from active service shall be paid for fifty percent (50%) of the value of their accrued but unused sick leave, up to a maximum payment of three hundred and sixty (360) hours. Payment shall be made at the rate at the time of retirement.

Section 19.4. An Employee who is laid off shall, upon reinstatement, have placed to the Employee's credit all accumulated and unused sick leave existing at the time of the layoff.

Section 19.5. When an Employee suffers an illness or injury not covered by injury leave, and such Employee has insufficient sick leave to cover the length of the absence, other Employees may, with the approval of the Employer, donate accumulated sick leave to the Employee on leave. The total of all such time donated by Employees to another Employee shall not exceed sixty (60) days or seven hundred twenty (720) hours.

Section 19.6. Bargaining unit Employees shall be granted up to six (6) consecutive work days of paid funeral leave in the event of the death in the Employee's immediate family. The term "immediate family" for purposes of this section shall be defined as spouse, child or parent. Bargaining unit Employees shall be granted up to three (3) consecutive work days of paid funeral leave in the event of death in the Employee's "extended" family. The term "extended" family for the purposes of this section shall be defined as brother, sister, grandparent, mother and/or

father in-law. Upon approval of the Chief of Police (or designee), bereavement leave may be extended for an additional day or days which shall be charged to their accrued sick leave. Employees on any paid leave shall have such leave restored to their account should it become necessary to use bereavement leave.

ARTICLE 20

PERSONAL LEAVE

Section 20.1. Any Employee in an active work status and who does not utilize twelve (12) hours or more of sick leave for one hundred twenty (120) consecutive calendar day period, shall be entitled to one (1) paid personal leave for the purposes of this Article, a "personal leave day" shall be defined as twelve (12) hours for all bargaining members. An Employee is limited to one (1) time per one hundred twenty (120) day period to use any pro-rated portion of a twelve (12) hour day for doctor's visits, dental appointments and sick family emergencies, and not be charged for a sick day with respect to accrual of personal leave days. Prior authorization of sick leave for the abovementioned conditions is required unless it is an emergency situation. The Employer may require the Employee to obtain verification of doctor's appointment for any of the abovementioned conditions. Personal leave days off must be requested in the same manner as a vacation or holiday request and are subject to approval based upon the workload requirements of the Employer. The one hundred twenty (120) consecutive calendar day period begins the first day following the last incident of sick usage and ends one hundred twenty (120) days later. Personal leave days must be taken by or paid to the Employee within one (1) year of the date of earning and if not taken within one (1) year, the same shall be paid to the Employee.

ARTICLE 21

INJURY LEAVE

Section 21.1. For a bona-fide service connected injury or occupational illness incurred by Employee, in the active discharge of employment, an Employee may be entitled to continuation of pay (herein COP) commencing the first (1) day of absence and continuing for a period of fifty (50) days or such time as Employer in its sole discretion deems appropriate. Employer will not

award COP to an Employee whose injury is the result of horseplay, self-infliction or negligence of the Employee.

Section 21.2. To receive continuation of pay, Employee must notify or cause notification to the Employer in writing within twenty-four (24) hours of the occurrence of the injury or in the case of an occupational disease, within seventy-two (72) hour of being informed of such disease of and the desire for continuation of pay. In addition, within seventy-two (72) hours, the Employee must file a claim for Worker's Compensation benefits.

Section 21.3. Upon receipt of an application for continuation of pay, the employer shall conduct an investigation to determine whether receipt of said pay is warranted. Continuation of pay will commence with the date of injury or upon notification from the Employee of the occupational disease. If continuance of pay is awarded by the Employer, it shall be without prejudice to the Employer's right to contest an award of Worker's Compensation.

Section 21.4. If Worker's Compensation is awarded, the Employer shall be to the extent permitted under Ohio law, entitled to reimbursement out of the proceeds of any award made by Worker's Compensation. If a claim is denied or if no reimbursement is possible, the Employer may charge against an Employee's sick leave and annual leave, all pay received as continuation of pay.

Section 21.5. To the extent permitted by the Employee's physician, the Employer may require an injured Employee to perform limited duty work subject to the limitations set by the Employee's physician.

ARTICLE 22

INSURANCES

Section 22.1. The Employer shall make available to all bargaining unit Employees a group hospitalization, major medical and dental insurance plans. The Employer shall pay the monthly premiums and deductibles for Employees, regardless of the type of insurance chosen up to a maximum of four hundred ten dollars ($410.00) per month premium cost for each Employee covered. Should the cost exceed four hundred ten dollars ($410.00) per month, the Employer

shall pay the base four hundred ten dollars ($410.00)per month plus seventy five percent (75%) of the excess premium and deductibles cost above four hundred ten dollars ($410.00) per month. The Employee shall pay the remaining twenty five percent (25%) of the premium and deductibles cost above four hundred ten dollars ($410.00) per month. If the insurance premium and deductibles cost is above the base four hundred ten dollars ($410.00) per month, the Employee's portion of this additional cost shall be deducted from the Employee's bi-weekly wages without additional authorization from the Employee.

The employer may choose to implement a high deductible plan in which the Employer agrees to pay the first seventy-five percent (75%) of deductibles of eligible medical expenses. The Employee is responsible for the next twenty-five percent (25%) of deductibles for eligible medical expenses. Once the annual deductible amount is met, the plan is responsible for one hundred percent (100%) of all eligible expenses.

Section 22.2. The choice of insurance carrier(s) shall be solely within the discretion of the Employer, so long as any change in carriers does not impair the Employee's rights with respect to general coverage conditions. The Employer shall provide to the FOP a copy of the insurance policy.

Section 22.3. In lieu of Professional Liability Insurance, the Employer agrees to indemnify and defend any Employee from actions arising out of the lawful performance of the Employee's official duties as required by Section 2744.07 of the Ohio Revised Code.

Section 22.4. The Employer shall provide Life Insurance insuring the life of each covered Employee and providing a death benefit in an amount of twenty-five thousand dollars ($25,000) per Employee along with Accidental Death and Dismemberment coverage in an amount of twenty-five thousand dollars ($25,000). This shall be at the sole cost of the Employer. Employee may individually purchase additional life insurance up to a maximum set by the insurance company. This additional insurance is subject to the provisions set forth by the insurance company. This additional insurance would be automatically deducted from the Employee's bi-weekly wages.

ARTICLE 23

EQUIPMENT/CLOTHING

Section 23.1. The Employer shall supply, at no cost to the Employee, the uniform articles for each Employee required to wear such articles.

Section 23.2. Employees assigned to duty requiring civilian clothing shall have all essential clothing items purchased by the Employer. Nonessential items include socks and underwear. Clothing shall be purchased for the Employee at the merchant(s) selected by the Employer. The dollar amount to be spent on clothing by the Employer for each non-uniformed officer assigned to Investigations Division is as follows: 1st year – twelve hundred dollars ($1,200); 2nd year – eight hundred dollars ($800); 3rd year - eight hundred dollars ($800). Officers assigned to an undercover assignment shall receive an allowance of four hundred dollars ($400) for the first year and two hundred fifty dollars ($250) thereafter. All clothing purchases exceeding the yearly allocation will be paid out of pocket by the Employee. The type and style of civilian clothing purchased by non-uniformed officers must meet the prescribed civilian clothing dress code as stated in the standard operating procedure. In cases where civilian clothing is damaged or destroyed as a result of a bona fide work related incident, the Employer will repair or replace these items. Any article of clothing damaged or destroyed is subject to the Employer's inspection prior to the repair or replacement of said clothing. The cost of repair and/or replacement will not effect the yearly clothing allocation. The Employer shall develop guidelines for those situations that require less than business attire or for Employees in special assignments.

Section 23.3. The Employer shall manage and control the uniform maintenance of both uniformed and non-uniformed Employee. For uniformed Employee, the Employer will dry clean three (3) uniforms per week. The total amount for uniform maintenance for each uniformed Employee will not exceed four hundred dollars ($400) per year. Any amount over four hundred dollars ($400) will be paid out of pocket by the Employee. Accessory clothing such as coats and ties may be dry-cleaned but said cleaning costs shall be included in the four hundred dollars ($400) limit. For non-uniformed Employees, the Employer will dry clean four (4) shirts per week and three (3) suits and sports coat-pants combination. The total amount of uniform

maintenance for all non-uniformed Employees will not exceed four hundred fifty dollars ($450) per year. Any amount over four hundred fifty dollars ($450) will be paid out of pocket by the Employee. Accessory clothing such as coats, sweaters, vests and ties may be dry-cleaned but said cleaning costs shall be included in the four hundred fifty dollars ($450) limit. The Employer will set in advance the days of the week in which uniforms will be collected and returned to the station by the dry cleaner. In cases where clothing needs to be dry cleaned in excess of the weekly or monthly limit, the Employee is permitted to have these articles cleaned only if the need arises as a result of a bona fide work related incident. Any article of clothing cleaned in excess of the weekly or monthly limit is subject to the Employer's inspection prior to the cleaning of said clothing. The cost of additional dry cleaning will not affect the yearly dry cleaning allocation.

Section 23.4. If the cost of dry-cleaning increases during the life of the contract, the yearly allocation will be adjusted to reflect the increase.

Section 23.5. All uniforms and equipment, except civilian clothing, issued by the Employer are the property of the Employer and shall, upon termination of employment of an Employee, be returned to the Employer prior to the issuance of any final compensation to the Employee. Any issued items which is lost by an Employee, shall either be replaced or paid for at current value, at the option of the Employee.

Section 23.6. Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Chief of Police (or designee).

Section 23.7. Where an Employee supplies evidence of damage or loss to personal property while performing the duties of the Employee's assigned work, provided such damage or loss was not the result of willful misuse or negligence on the part of the Employee, the Employer shall reimburse the Employee for the cost of necessary repairs or replacement. In the case of damaged property, 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 damaged property shall be at the Employer's option. Where applicable, the Employee shall apply to Workers' Compensation for reimbursement, which in turn shall be returned to the Employer. Except for

eyeglasses (which will be for actual cost), a limit of one hundred dollars ($100) shall apply to any one damaged item.

ARTICLE 24

NO STRIKE/NO LOCKOUT

Section 24.1. 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 this agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

A. During the term of this Agreement, the FOP shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations of services of the Employer during the life of this Agreement.

B. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit Employees unless those Employees shall have violated Section 24.1 (A) of this Article.

Section 24.2. In addition to any other remedies available to the Employer, any Employee or Employees, either individually or collectively, who violate Section 24.1 (A) of this Article is subject to discipline up to and including discharge by the Employer.

Section 24.3. In the event of any violation of Section 24.1 (A) of this Article, the FOP shall promptly do whatever it can to prevent or stop such unauthorized acts.

Section 24.4. 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/unlawful strike.

ARTICLE 25

SEVERABILITY

Section 25.1. This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority. 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 statue, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 25.2. The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language on the same subject matter.

ARTICLE 26

WAIVER IN CASE OF EMERGENCY

Section 26.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Clermont County, the Miami Township Administrator/Safety Director or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. time limits for the processing of grievances; and,

B. all work rules and/or agreements and practices relating to the assignment of Employees.

Section 26.2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed, prior to the emergency.

ARTICLE 27

MILITARY LEAVE

Section 27.1. All Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties for periods 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 as evidence of such duty. There is no requirement that the service be one continuous period of time. The maximum number of hours for which military leave may be granted in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Employees who are members of those components listed above will be granted unpaid emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. The leave will cover the official period of the emergency. Employees shall be entitled to full Military Benefits required by ORC 5923.05.

ARTICLE 28

UNPAID LEAVES OF ABSENCE

Section 28.1. Employees may be granted the following types of unpaid leaves of absence:

A. Personal 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 including medical disability. Such a leave may not be renewed or extended beyond six (6) months.

B. Disability Leave.

A physical or mentally incapacitated Employee who has completed the probationary period may request a disability leave. A disability leave for a period not to exceed six (6) months may be granted when the disability continues beyond accumulated sick leave and/or vacation leave rights or beyond the period of a personal leave for medical reasons, provided the Employee furnishes satisfactory medical proof of such disability along with the written request, and is:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or

3. Declared incapacitated for the performance of the duties of the Employee's position by a licensed physician designated by the Employer. It is the Employee's responsibility to request a disability leave since such leave is not granted automatically when the Employee's sick leave has expired.
    a. Employees who have used all of their accrued sick leave, vacation leave, personal leave, compensatory time and any other form of paid leave and who remain incapacitated from the performance of their duties shall request disability leave.
    b. Employees who are approaching the termination of an unpaid leave of absence, and who may qualify for disability leave shall receive a notice from the Employer at least ten (10) calendar days before the expiration of the unpaid leave. This notice shall set forth the Employee's requirement to secure a form of leave. This notice shall also include the Employee's leave options and a description of the total hours of unpaid leave remaining. Said notice shall be delivered to the Employee's last known address. A copy of the notice shall also be delivered to the Union. The family member or Union representative of a seriously ill or injured Employee may submit a leave request on behalf of the Employee. Failure of the Employee or representative of the Employee to timely submit a leave request, once notified to do so, may place the Employee in absent without leave status, and the Employee may be deemed to have voluntarily resigned from the department.

    An Employee who is able to work shall furnish a statement by the Employee's attending physician certifying the Employee is able to return to work.

C. Employer Required Disability Leave.

The Employer may require an Employee to be examined by a licensed physician of the Employer's choosing for the purpose of determining whether the Employee is physically or mentally able to perform the substantial duties of the position. An Employee found to be physically or mentally unable to perform the substantial duties by such physician shall be placed on Disability Leave as described in Paragraph B above.

D. Maternity Leave.

A female Employee who has exhausted all paid leaves (sick and vacation) may request a leave of absence without pay for maternity purposes by submitting such request in writing to the Employer accompanied by a signed physician's statement verifying the Employee's pregnancy.

1. The leave of absence will begin on the date the physician states that the Employee can no longer perform the substantial portion of the Employee's duties.
2. The leave of absence will end sixty (60) days after delivery, or sooner if the physician releases the Employee as medically able to return to work.
3. No later than thirty (30) days after delivery, the Employee will notify the Employer, in writing, of the desire to return to work and the anticipated day of return. Lack of such notification shall be considered a resignation. Employee's who desire to return to work shall be placed in their original position, or similar position at the same pay, as the needs of the department dictate.
4. Should it be necessary to extend the Employee's leave of absence for maternity purposed beyond six (6) months, the Employee shall be placed on a disability leave in accordance with this Article.
5. The Employee may request that accrued sick leave be used during the period prior to or after delivery that is covered by the physician's statement.

An Employee may request leave for the purpose of child-care following childbirth, but such leave shall be combined with the leave of absence for maternity purposed and limited to a maximum of six (6) months total.

Leave for male Employees may be deducted from sick leave for care of the Employee's wife and family during the postnatal period. Such leave shall be for a maximum of five (5) consecutive work days. Written requests for this purpose must be submitted to and approved by the Employer.

Section 28.2. Granting of Unpaid Leaves of Absence.

A. The authorization of an unpaid leave of absence is a matter of administrative discretion. The Employer will decide in each case if a leave of absence is to be granted.

B. The granting of any unpaid leave of absence is subject to approval of the Employer. Except for emergencies, Employees will advise the Employer sixty (60) days prior to commencement for the desired leave so that the various departmental functions may proceed properly.

C. Upon completion of an unpaid leave of absence, the Employee is to be returned to the position formerly occupied, or to a similar position if the Employee's former position no longer exists.

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 unpaid leave of absence such Employee, without extenuating circumstances, shall be removed from their position and shall not receive seniority credit for the period of leave.

ARTICLE 29

SEVERANCE PAY

Section 29.1. Upon termination of employment for any reason the Employee shall receive pay for all hours worked but unpaid, all compensatory hours credited but unpaid, all earned but unused vacation leave. An Employee who retired shall be entitled to sick leave conversion, subject to the terms of this Agreement.

Section 29.2. In computing the amount of said payments, the rate of pay in effect on the Employee's last day of work shall be used.

ARTICLE 30

DEATH OF A POLICE OFFICER OR BARGAINING UNIT MEMBER

Section 30.1. In the event of death of an Employee, any severance pay to which the Employee would have been entitled shall be paid directly to the designated beneficiary of the Employee's life insurance policy, or to the Employee's estate, if no beneficiary is named. Payment shall be made within fourteen (14) days after notification to the Township of the death of the Employee.

Section 30.2. If the deceased member's family requests a formal funeral, the Employer will provide a complete uniform with the following accessories: hat, hat badge, blouse badge, name tag, ribbons and awards, DARE pin, serving since attachment, whistle chain, metal buttons and one (1) pair of shoes.

Section 30.3. The Employer will make all customary notifications to the police community via the normal and customary channels.

Section 30.4. Pallbearers and honor guard will be provided and assigned according to the family's wishes.

Section 30.5. Surviving bargaining unit members will be authorized to wear mourning colors in accordance to the following guidelines:

A. 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.

B. Officer killed in the line of duty in an adjoining county, colors will be worn from the date of incident until date of the funeral.

C. Military decorations may be worn on the date of the funeral only. The expenses of said military decorations are the responsibility of the Employee.

D. Mourning colors may also be worn during National Police Memorial day to include military decorations.

E. The Employer may provide any additional vehicles for funerals as may be reasonably available without jeopardizing the mission of the agency.

F. The Employer will make every reasonable effort to release from duty status those personal who have personal contact with the victim officer.

ARTICLE 31

TRAINING

Section 31.1. Each bargaining unit member shall attend a minimum of one in service training seminar at the Ohio Peace Officer Training Academy or any other recognized training facility at

least once each year. In-service training sessions conducted by state certified law enforcement instructor's is acceptable to meet the above requirements.

Section 31.2. The Employer, at its option, shall have the right to require an Employee to attend more than one training seminar or course of study when the Employer feels that further training of an Employee is necessary.

Section 31.3.

A. All hours scheduled for training sessions, including lunch breaks, will be counted as hours worked.
B. Travel time to and from training outside the County shall be counted as hours worked, calculated according to the actual time spent, or a reasonable approximation of the time spent, whichever is applicable, from and to the Police Station.
C. Homework and home study time connected to training classes will not be counted as hours worked. Time spent for lunch breaks at training classes will not be considered as part of any overtime calculation.

ARTICLE 32

ASSIGNMENT ABOVE JOB CLASSIFICATION

Section 32.1. Any Employee assigned to duties of a position with a higher pay range than the Employee's own rate of pay shall entitle the Employee to a pay adjustment for working above their classification. The assignment of an Employee above their normal classification shall be a scheduling decision of management and not an automatic assignment based on seniority. It is understood that a Police Officer who is assigned as a Duty Officer shall receive the Sergeant's probationary rate of pay for the time served as a Duty Officer.

Section 32.2. Pay adjustments will take effect on the 1st completed day of a full tour of duty.

Section 32.3. Employees assuming relief responsibilities will be entitled to the pay adjustment only during these pay periods where they are actively engaged in the higher pay range responsibilities.

Section 32.4. If the period of additional responsibility exceeds one-hundred eighty (180) consecutive working days, the Employee will receive the next higher pay rate assigned to the rank or assignment being performed.

ARTICLE 33

HEALTH AND SAFETY

Section 33.1. The Employer will make every effort to maintain equipment in a safe and healthful condition. No Employee shall be required to perform duties with unsafe equipment. Unsafe equipment is defined as that which is in such a condition of damage or disrepair that it will no longer safely perform the function for which it was intended. This provision shall not apply to any equipment owned or maintained by the Employee as the Employee is required to maintain such personal equipment in an operable and safe fashion.

Section 33.2. The parties of this Agreement agree that an Employee shall not be disciplined for refusing to use defective equipment which would present a danger to the Employee, fellow Employees or the community.

Section 33.3. The FOP and/or individual Employee may raise safety issues with their immediate supervisors. If the immediate supervisor does not respond within a reasonable amount of time, as determined by the degree of danger, the matter may be presented to the Chief of Police (or designee), and the Township Administrator/Safety Director for corrective action

Section 33.4. This provision is not applicable to those activities or events which are an inherent part of law enforcement responsibilities. Employees must comply with all safety rules and regulations.

ARTICLE 34

RETIREMENT

Section 34.1. Employees approaching retirement (other than psychological disability) shall be presented with the badge worn during service to the community, department patch, service

decorations and name-plate suitably encased for presentation. The expense for encasing such items shall be the responsibility of the Employer.

Section 34.2. Retired Employees shall be permitted to retain their department credentials. The Employer may exercise the option to stamp said credentials with the term "Retired".

Section 34.3. Retired Employees may retain one (1) complete set of department's formal uniform with the following accessories: hat, hat badge, blouse badge, name tag, ribbons and awards, DARE pin, serving since attachment, whistle chain, metal buttons and one (1) pair of shoes.

Section 34.4. Employees within twelve (12) months of retirement shall be allotted a maximum of two (2) work-days at department expense to travel to P.E.R.S. and correlate any retirement related affairs.

Section 34.5. Where applicable throughout this Agreement, retirement is defined as participation in any qualified retirement plan through the Public Employees Retirement System of Ohio (PERS).

ARTICLE 35

TUITION AND EDUCATION INCENTIVES

Section 35.1. The Employer and Employees recognize the benefits of continued education and training for professional growth and development. Employees are encouraged to pursue their knowledge and participate in their formal education efforts. In order to assist the Employee, the Employer will provide any participating Bargaining Unit Member with tuition assistance as follows:

A. The Employee will submit a written request to the Chief of Police (or designee) and the Township Administrator/Safety Director prior to the start of the course for which reimbursement is sought. Requests for reimbursements will not be unreasonably denied, upon proof of successful completion of course(s).
B. The course work pursued must be related to the criminal justice field, or be a required course leading to a formal degree from an accredited academic institution in one of the following fields: criminal justice, public administration, criminal justice administration,

police administration, police management, police science, forensics, traffic safety, public safety, management, organizational leadership or degree in a field approved in writing by the Police Chief prior to enrollment in the program. To be eligible for reimbursement under this section, the college or university must be accredited by an accrediting agency or association recognized by the U.S. Department of Education or the Council of Higher Education Accreditation (CHEA).

C. The Employee will absorb all initial fees, including books and will submit proof of attendance or completion except as noted in Section 35.3.

D. The Employee must maintain a minimum of a 2.0/C average on a 4.0/A scale where applicable. In the event of a pass/fail grading system the Employee must maintain a passing grade.

E. Employees must have completed their initial probationary period with Miami Township to qualify for tuition reimbursement.

F. To be eligible for reimbursement under this Article, an Employee seeking tuition assistance shall: (1) prepare and provide the Employer a complete accounting of all funds paid by the Employee, or by a third party on behalf of the Employee (and the source of such third-party funds), to the educational institution or other entity (for the purchase of course books), for which the Employee seeks reimbursement; and (2) obtain, complete, sign, and provide to the Employer an appropriate release of educational records in the form required by the educational institution to allow the Employer to see a complete accounting of all funds received by the educational institution for the payment of the Employee's tuition for which the Employee seeks reimbursement. The Employer will not reimburse an Employee for any portion of the tuition paid to the educational institution by any third-party source other than the Employee.

Section 35.2. The maximum reimbursement for a degree program is limited to the in-state tuition charged by the University of Cincinnati Main Campus as of December 1 of each year. Appropriate adjustments will be made for attendance at a university on the semester system. Reimbursement shall be as follows:

90% for an A grade

80% for a B grade

70% for a C grade

Section 35.3. Upon reasonable proof of such expense and completion of course(s) as described in Paragraph 35.1.B, the Employer shall reimburse an Employee up to fifty percent (50%) of the cost of books for course work not to exceed fifty dollars ($50.00) dollars per course.

Section 35.4. An Employee who has received a degree from an accredited college or university in the criminal justice or related field pertaining to law enforcement or public administration prior to prior to January 1, 2008 shall be entitled to an educational incentive bonus listed below:

All bargaining unit Employees who are eligible for the education incentives as of 12/31/07 shall be "grandfathered" for this benefit. No educational incentive will be awarded for an Employee who becomes a member of the bargaining unit after 01/01/08,

The grandfathered Employees are entitled to educational incentive bonuses as follows:

A. Assoc. Degree for Police Officer- $1,150.00
B. Bach. Degree for Police Officer - $1,700.00

Payments shall be made during the first pay period of December.

Section 35.5. Employees who are permitted to assess out of a course and who are charged a fee shall have fifty percent (50%) of said fee reimbursed by the Employer.

ARTICLE 36

EMPLOYEE'S RIGHTS

Section 36.1. A bargaining unit member who is to be questioned as a suspect in an investigation shall be informed of the nature of this investigation prior to any questioning, and shall be informed to the extent known at that time, whether the investigation is focused on the member for a potential charge. If requested, the member shall be given a brief time prior to any questioning to locate and review any written documents the Employee possesses regarding the event(s) being investigated, in order to fully prepare to accurately and completely respond to the questioning.

Section 36.2. A bargaining unit member who is to be questioned as a suspect in an internal investigation that may lead to criminal charges, shall be advised of the member's constitutional rights in accordance with law.

Section 36.3. Any interrogation, questioning or interviewing of a bargaining unit member will be conducted at hours related to the member's shift, preferably during working hours. Interrogation sessions shall be for reasonable periods of time and shall be allowed during such questioning for attendance to physical necessities.

Section 36.4. An Employee who has a reasonable belief that answering questions may lead to discipline may request the presence of an OLC representative, in which case, questioning may be postponed for up to twenty-four (24) hours (or other mutually agreed period of time). Employees who are the focus of a criminal investigation and who choose to exercise their Miranda rights shall be afforded all rights as set forth in Miranda.

Section 36.5. When a bargaining unit member suspected of a violation is being interrogated in an internal investigation, such interrogation shall be recorded by the Police Department at the request of either party. In the event that the Employer's investigation lasts beyond thirty (30) days, the Chief of Police will notify the Township Administrator and the Employee, in writing, as to the status of the investigation and an estimated completion date. The Chief of Police will repeat this notification every thirty (30) days until the Employee has been notified of the final disposition of the case.

Section 36.6. When a bargaining unit member is to be interviewed in an investigation of any other bargaining unit member, such interview shall be conducted in accordance with the procedures established herein.

Section 36.7. A bargaining unit member (the FOP representative and FOP attorney when one is involved) who is charged with violating Department Rules and Regulations, shall be provided access to all transcripts, records, written statement(s), and video and audio tapes. Such access shall be provided reasonably in advance of any hearing.

Section 36.8. The Employer agrees that it will not require an Employee to take a polygraph examination or any other similar test.

Section 36.9. The Employer agrees to treat all members in an equal and fair manner.

Section 36.10. If any of these procedures are violated, such violations shall be subject to the Grievance Procedure.

ARTICLE 37

BARGAINING UNIT WORK

Section 37.1. Non-bargaining unit Employees shall not be assigned to perform bargaining unit work if such assignment would cause a job abolishment, layoff or displace bargaining unit Employees from their regular job assignments

Section 37.2. Available work or overtime shall be offered to bargaining unit personnel prior to the assignment of non-bargaining unit personnel.

ARTICLE 38

DRUG TESTING

Section 38.1. It is the policy of the Miami Township Police Department that the public has the absolute right to expect persons employed by the Police Department will be free from the effects of drugs and alcohol. The Township, as the Employer, has the right to expect its Employees to report to work fit and able for duty and to set a positive example for the community. The goals of this policy shall be achieved in such a manner as not to violate any Employee's administrative or constitutional rights.

Section 38.2. Employees are prohibited from consuming or possessing alcohol at any time during, or just prior to the beginning of the workday except as may be necessary in the performance of their lawful duties. Employees are further prohibited from possessing, using,

selling or delivering any illegal drug at any time or at any place except as may be necessary in the lawful performance of their lawful duties.

Section 38.3. Each Employee may be subject to random testing. Employees shall be selected using a scientifically valid method which Employees will have an equal chance of being tested each time selections are made. Dates for testing shall be unannounced and spread throughout the calendar year.

Section 38.4. The Employer may test Employees for drug or alcohol when it has a reasonable suspicion to suspect the use of drugs or alcohol.

Reasonable suspicion that an Employee used or is using drugs or alcohol in an unlawful manner may be based upon, but not limited to:

A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
B. A pattern of abnormal conduct or erratic behavior;
C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an Employee as the focus of a criminal investigation into illegal drug or alcohol possession, use or trafficking.
D. Information provided either by reliable and credible sources or independently corroborated.
E. Evidence that an Employee has tampered with a previous drug test; and
F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 38.5. Drug/Alcohol testing shall be ordered by the Employer. The testing shall be conducted solely for administrative purposes. Results obtained shall be held in complete confidence and may not be used in criminal proceedings other than by subpoena from a court of competent jurisdiction. This procedural shall not preclude the Employer from other administrative action, but such action shall not be based solely upon the initial testing alone.

Section 38.6. All drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article. A Medical Review Officer shall review all confirmed positive results from the laboratory.

Section 38.7. Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence.

Section 38.8. The results of the testing shall be delivered to the Employer and the tested Employee. An Employee whose confirmatory test results are positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The Employee shall provide a signed release for disclosure of the testing results to the Employer only. A representative for the Bargaining Unit shall have a right of access to the results upon request to the Employer, with the Employee's consent. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline, up to and including termination.

Section 38.9. If a drug-screening test is positive, a confirmatory test shall be conducted utilizing the samples collected in the manner prescribed above.

Section 38.10. After the testing required above has produced a positive result, the Employee shall be permitted to participate in any rehabilitation or detoxification program covered by insurance, or of the Employee's choice. Any discipline allowed by the positive findings provided for above shall be deferred pending successful rehabilitation of the Employee within a reasonable period. An Employee who participates in a rehabilitation or detoxification program shall be placed on medical leave of absence for the period of the rehabilitation or detoxification program. Prior to being placed on leave without pay, the Employee may use any accrued leave. Upon satisfactory completion of such program, as verified in writing by the treatment facility

and upon receiving results from a retest demonstrating that the Employee is no longer abusing a controlled substance, the Employee shall be returned to the Employee's former position. Such Employee may be subject to random testing upon return to work for a period of two (2) years from the date of return to work. Any Employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the Employee to be placed on medical leave or absence with/without pay, for a period not to exceed twelve (12) weeks.

Section 38.11. If the Employee refuses to undergo rehabilitation or detoxification or if the tests are positive during a re-testing after return to work from such a program, the Employee shall be subject to disciplinary action, including removal from the Employee's position and termination of employment.

Section 38.12. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any tests initiated at the request of the Employee shall be at the Employee's expense.

Section 38.13. Any member may voluntarily present themselves as an alcohol abuser, or a person with tendencies toward drug abuse and volunteer for rehabilitation or detoxification or any other relevant/applicable Employee assistance without fear of punitive action.

Section 38.14. The provisions of this Article shall not require the Employer to offer a rehabilitation or detoxification program to any Employee more than once.

ARTICLE 39

CONSIDERATION OF OTHER STATE LAWS

The parties have negotiated this Agreement in good faith. Where the Agreement confers a right or benefit, it should be assumed that the parties have considered applicable State Law and, to the full extent permitted by Law, have agreed that the provisions of this Agreement prevail.

ARTICLE 40

DURATION

Section 40.1. The Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect through December 31, 2016 unless otherwise terminated as provided herein.

Section 40.2. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notices shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. The parties may also amend this Agreement at any other time in writing by their mutual consent and agreement.

Section 40.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and FOP and all other prior agreements, either oral or written, are hereby canceled. Neither party can modify an existing collective bargaining agreement without the negotiation by and agreement of both parties unless immediate action is required due to (1) exigent circumstances that were unforeseen at the time of negotiations or (2) legislative action taken by a higher-level legislative body after the agreement became effective that requires a change to conform to the statute.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have hereunto signed by their authorized representative this 17 day of Feb., 2014.

FOR MIAMI TOWNSHIP,
CLERMONT COUNTY,
BOARD OF TRUSTEES:

Ken Tracy, Chairperson

Mary Makley Wolff, Vice Chair

Karl Schultz, Trustee

FOR THE FRATERNAL ORDER
OF POLICE, OHIO LABOR COUNCIL:

Barry L. Gray, FOP/OLC Staff Rep.

Matthew Davila, Bargaining Committee

Keith Bullock, Bargaining Committee

Approved as to Form:

Joseph J. Braun
Township Law Director

Approved As to Content:

Larry Fronk
Township Administrator/Safety Director

Approved by Board of Trustees on January 22, 2014.

ST doc3553748

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., EMPLOYEE ORGANIZATION,	} Case No(s):	13-MED-09-1082 (Police Officers)
and,		
MIAMI TOWNSHIP (CLERMONT CO.), EMPLOYER.		

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files the Collective Bargaining Agreement executed between the parties in the above captioned case(s). The Contract Data Summary Sheet is attached.

Respectfully Submitted,

Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Lawrence Fronk, larry.fronk@miamitwpoh.gov