



03-01-16
15-CON-05-1005
1005-05
K33275

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
GREEN TOWNSHIP, HAMILTON COUNTY, OHIO
AND
THE GREEN TOWNSHIP MAINTENANCE EMPLOYEES
ASSOCIATION**

EFFECTIVE DATE: July 1, 2015

TERMINATION DATE: June 30, 2018

TABLE OF CONTENTS

PREAMBLE	P. 2
ARTICLE I.	RECOGNITION	P. 2
ARTICLE II.	BINDING AGREEMENT.....	P. 2
ARTICLE III.	NON-DISCRIMINATION	P. 2
ARTICLE IV.	MANAGEMENT RIGHTS.....	P. 3
ARTICLE V.	REPRESENTATIVES.....	P. 4
ARTICLE VI.	WORK HOURS AND OVERTIME	P. 5
ARTICLE VII.	GRIEVANCE PROCEDURE.....	P. 6
ARTICLE VIII.	PROBATIONARY PERIOD	P. 9
ARTICLE IX.	HOLIDAYS	P. 9
ARTICLE X.	SICK LEAVE.....	P. 10
ARTICLE XI.	CALL-IN PAY	P. 12
ARTICLE XII.	VACATION.....	P. 13
ARTICLE XIII.	LEAVES OF ABSENCE	P. 14
ARTICLE XIV.	SALARIES, WAGES AND COMPENSATION.....	P. 16
ARTICLE XV.	MEDICAL INSURANCE	P. 17
ARTICLE XVI.	SENIORITY AND LAYOFF	P. 18
ARTICLE XVII.	ALLOWANCES.....	P. 19
ARTICLE XVIII.	UNIFORMS.....	P. 20
ARTICLE XIX.	ATTENDANCE INCENTIVE BONUS.	P. 20
ARTICLE XX.	DONATED TIME.	P. 21
ARTICLE XXI.	DRUG/ALCOHOL TESTING	P. 22
ARTICLE XXII.	PERSONNEL FILES.....	P. 22
ARTICLE XXIII.	DISCIPLINE/DISCHARGE & APPEAL.....	P. 22
ARTICLE XXIV.	APPEAL PROCEDURE	P. 24
ARTICLE XXV.	NO STRIKES	P. 24
ARTICLE XXVI.	INTEGRITY OF AGREEMENTS.....	P. 25
ARTICLE XXVII.	SAVINGS CLAUSE.....	P. 25
ARTICLE XXVIII.	EXPIRATION	P. 25
APPENDIX A	ANNUAL RATES AND STEPS	P. 27
APPENDIX B	SENIORITY LIST	P. 28
APPENDIX C	DRUG FREE WORKPLACE POLICY.....	
APPENDIX D	COMMERCIAL DRIVERS POLICY	

PREAMBLE

This Agreement made and entered into this 22nd day of June, 2015, between Green Township, hereinafter referred to as the "Township," and the Green Township Maintenance Employees Association, hereinafter referred to as the "Association."

ARTICLE I. RECOGNITION

The Township hereby recognizes the Association as the sole and exclusive representative and collective bargaining agent during the entire term of this Agreement with respect to wages, hours, terms and other conditions of employment for the following classifications of employees: Maintenance Worker, Road Maintenance Worker, Road Maintenance Worker/Operator, Equipment Repair Worker, Equipment Repair Worker I, Equipment Repair Worker II, Road Maintenance Crew Chief, and Parks Field Supervisor within the Maintenance Department of Green Township.

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

"Employee" is defined as any person employed on a full-time permanent basis by the Green Township Maintenance Department who is a member of or is eligible to be a member of this Association.

ARTICLE II. BINDING AGREEMENT

The provisions of this Agreement shall be binding upon the Township and the Association and its successors and/or assignees.

ARTICLE III. NON-DISCRIMINATION

The Township and the Association agree there shall be no discrimination against any employee relating to employment on the basis of race, color, creed, national origin, age, sex or handicap.

There shall be no discrimination, interference, restraint, coercion or reprisals against any employee because of Association membership, or non-membership or participation or non-participation in any lawful activity on behalf of the Association.

ARTICLE IV. MANAGEMENT RIGHTS

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

- A. The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered; the determination, purchase and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; the addition or discontinuance of any services, facilities, equipment, materials or methods of operation.
- B. The right to hire and set the starting rate of pay for new employees; to determine the starting and quitting time and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean-up times; to determine the amount of supervision necessary, work schedules and the method of process by which work is performed.
- C. The right to contract, subcontract and purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities; to adopt, revise and enforce working rules and carry out cost control and general improvement programs; establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and establish wage rates for any new or changed classification.
- D. The right to determine an existence or non-existence of facts which are the basis of the management decisions; establish or continue policies, practices or procedures for the conduct of the Maintenance Department and its services to the citizens of Green Township and, from time to time, to change or abolish such practices or procedures; the right to determine and, from time to time, re-determine the number, locations and relocations and types of its employees or to discontinue any performance of service by employees of the Township of Green; determine the number of hours per day or week any operation of the Maintenance Department which may be carried on; select and determine the number and types of employees required; assign such work to such employees in accordance with the requirements determined by management authorities; establish training programs and upgrading requirements for employees within the Department; establish and change work schedules and assignments; transfer, promote or demote employees or to layoff, terminate or otherwise relieve employees from duty; continue, alter, make and enforce reasonable rules for the

maintenance of discipline; suspend, discharge or otherwise discipline employees for just cause and otherwise to take such measures as the management may determine to be necessary for the orderly and efficient operation of the Maintenance Department of Green Township, Hamilton County, Ohio, subject to the terms of this Agreement.

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

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

ARTICLE V. REPRESENTATIVES

The Township recognizes the right of the Association covered by this Agreement to elect two (2) representatives and one (1) alternate from employees in the classifications comprising the bargaining unit. The authority of the representatives and alternate so elected by the members shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances with a represented employee's Supervisor or Director of Public Services.
- B. The transmission of such messages and information, which shall originate with, and are authorized by the member, provided such messages and information:
 - 1. Have been reduced to writing; or
 - 2. If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdown, refusal to perform services, or any other interference with the Township's business.

The representatives and alternate have no authority to take, encourage or tolerate strike action or any other action prohibited under this Agreement interrupting the Employer's business. The representatives shall be permitted reasonable time to investigate, present and process formal grievances on the Employer's property without the loss of pay during his regular working hours, provided that in each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the representatives and Director of Public Services.

In the interest of sound Labor-Management relations, a joint committee of no less than six (6) members shall be formed, half of whom shall be from Management and half of whom shall be from the Union. This committee shall meet at mutually agreeable times and at least two (2) times each calendar year of this agreement for the purpose of discussing subjects of concern. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

ARTICLE VI. WORK HOURS AND OVERTIME

- A. Work Week and Work Day: The regular work week for all full-time employees within the Association shall be 40 hours, 8 hours per day, five days per week. A normal work day shall commence at 7:00 A.M. and end at 3:30 P.M. The Director of Public Services shall have the right to alter the hours of a normal work day in the event of an emergency. The decision as to what constitutes an emergency necessitating the altering of the normal work day hours shall be within the sole discretion of the Director of Public Services, and shall not be subject to the grievance procedure.
- B. Overtime: Scheduled overtime and emergency overtime may be authorized by the Director of Public Services or Township Administrator.

Employees are eligible to receive overtime pay at the rate of one and one-half (1-1/2) times their calculated hourly rate for all work in excess of 8 hours in any day or in excess of 40 hours in any week. Holidays for which an employee is paid shall be counted as part of the 40 hours.

Upon the request of the employee, the Director of Public Services may approve for any employee under his supervision compensatory time off in lieu of overtime pay unless directed otherwise by the Township Administrator. Such compensatory time shall be computed on the same basis as overtime pay, at a rate of one and one-half (1-1/2) hours of compensatory time per 1 hour of overtime worked. Compensatory time can only be taken with prior approval of the Director of Public Services and shall be taken in such increments as the Director of Public Services shall authorize, but in no event less than increments of 1 hour. Time spent in attendance at seminars, training or educational functions required by the Township shall be compensated on an hour for hour basis.

Each employee shall be permitted to accrue no more than 80 hours of compensatory time. No employee who has accumulated 80 hours or more of compensatory shall be allowed to convert overtime pay to compensatory time. All compensatory time accumulated through the pay period ending date prior to the first pay day in December shall be converted each year to cash, with payment therefor being due at

the first pay period in December, except that each employee shall be entitled to elect to carry over from year to year a maximum amount of 40 hours.

Requests for the time off with compensatory time will be subject to the approval of the Director of Public Services. The determination as to the approval of the request will be contingent upon a number of factors which dictate the manpower needs of the Department from day-to-day. These include, but are not limited to, scheduled vacation time off, prolonged absences due to sick leave, and the work schedule for the requested day off.

In the event that more employees request time off with compensatory time than is deemed permissible, a rotation will be established to insure an equal opportunity for all employees to realize time off with compensatory time. If more employees request time off with compensatory time than is deemed permissible, approval will be granted to the number of employees deemed appropriate for that day, beginning with the most senior member who has applied for the time off and continuing following the line of seniority until the maximum number permissible is reached. Those granted time off with compensatory time via this rotation will then move to the bottom of the list, in order to insure that all employees with less seniority have an opportunity to take time off with compensatory time.

During snow season the Director of Public Services shall establish a roster of primary snow route overtime workers and alternate workers, if there are qualified employees. If there is a list of alternates, an employee on the primary roster can coordinate with an alternate to take his place on the primary roster. Rules on notification of the substitution shall be published by the Director of Public Services. Neither the rules nor the composition of the primary and alternate rosters shall be subject to the grievance procedure.

ARTICLE VII. GRIEVANCE PROCEDURE

- A. Purpose: The grievance procedure is a method by which an employee can express a grievance as defined in this Agreement, without fear of reprisal, and obtain a fair hearing at the lowest level possible.
- B. Definition of Grievance: A grievance is an allegation by an employee, group of employees, or the Association that the written provisions of this Agreement have been violated.
- C. Employee Rights: In all grievance proceedings, the employee may represent himself or be represented by another member of the Association who shall be deemed his representative.

- D. Job Action: Should any grievance arise, there shall be no suspension of work, slow down or any other job action, and the question shall be disposed of in the manner set forth in this Article.
- E. Expeditious Progress: Every effort shall be made to expedite the grievance process. Failure of the employee to adhere to the time limits in appealing a decision shall result in the resolution which was obtained at the prior step. A failure on the part of the Director of Public Services or Township Administrator to adhere to time limits shall move the grievance to the next step. The time limits may, however, be extended by the express written consent of the parties involved.
- F. Grievance Form: All written grievances shall be submitted only on a Township approved grievance form and shall include the following information:
1. A statement of the grievance and the facts involved.
 2. The article and section of the Agreement allegedly violated.
 3. The remedy requested.
 4. The signature of the employee and/or his representative, and the employee shall be bound by the acts of his representative.
- G. Grievance Steps: The grievance procedure shall not apply to disputes concerning disciplinary matters except as otherwise provided for herein. These items shall be dealt with in subsequent Articles herein. Grievances shall be settled in the following manner:
- Step 1. The aggrieved employee shall orally present the facts to his supervisor within 5 calendar days, excluding Saturdays and Sundays, of the date on which the employee became aware of the grievable event. In the event any grievance is not initiated within said time limits, the right to file said grievance shall be waived. Neither the employee nor the supervisor shall be accompanied by anyone at this level of the grievance procedure. Said supervisor shall reply to the employee within 3 working days from the date on which the grievance was submitted.
- Step 2. If the grievance is not resolved in Step 1, the employee shall submit the grievance in writing to the Director of Public Services within 3 working days from the denial of the grievance by the Director of Public Services. Once a grievance has been reduced to writing no change may be made in the subject matter of said grievance. Upon receipt of a written grievance, timely filed, the Director of Public Services shall arrange a hearing within 5 working days. Said hearing shall include

the aggrieved employee and his Association member representative. The Director of Public Services shall preside over the hearing, hear the entire case and obtain all of the facts. The Director of Public Services shall then render a written decision within 5 working days from the completion of the hearing. In the event of the absence of the Director of Public Services from Hamilton County, Ohio, during this time period, the running of time shall be tolled until such time as the Director of Public Services returns to Hamilton County, Ohio.

Step 3. If the grievance is not resolved in Step 2, the employee may, within ten 10 days from receipt of the response of the Director of Public Services to the grievance, appeal the grievance by filing written notice with the Township Administrator requesting a hearing. The Township Administrator shall schedule a hearing within 20 working days of his receipt of the notice of appeal. The employee may be represented by an Association member representative at said hearing. No facts shall be presented at this step which were not offered at Step 2. The Township Administrator shall render his decision within 10 working days of the hearing, with copies sent to all parties concerned.

Step 4. If the grievance is not resolved in Step 3, the employee within 10 days from the receipt of the decision of the Administrator to the grievance, may appeal the grievance by filing written notice with the Green Township Clerk requesting a hearing before the Board of Trustees. The employee may be represented at this step by an Association member representative. The grievance shall be heard by the Board of Trustees in Executive Session, within 30 days after receipt of the notice of appeal. This time limit may be extended by agreement of the parties. No facts may be presented at this step which were not presented at Step 2. The Board of Green Township Trustees shall render a written decision within 15 working days after the hearing.

Step 5. If the grievance is not resolved in Step 4, the employee, within 14 days from the receipt of the decision of the Board of Green Township Trustees to the grievance, may appeal the grievance by filing written notice with the Green Township Clerk requesting binding arbitration. The employee may be represented at this step by an Association member representative. No facts may be presented at this step which were not presented at Step 2. The Green Township Clerk shall schedule a meeting, to be held within 30 calendar days after notification of a request to arbitrate, to begin the selection procedures outlined below. The employee may withdraw his request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration.

After receipt of a request to arbitrate, the parties shall select an arbitrator. The arbitrator shall be selected from the Federal Mediation and Conciliations Service (FMCS). The FMCS shall be jointly requested to submit a panel list of 9 arbitrators.

Beginning with the employee, the parties shall alternately strike the names of the arbitrators until only 1 name remains. Each party may reject the remaining name one time and request from the FMCS another list of 9 names until a mutually agreeable arbitrator is selected. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He may not add to, subtract from, alter, change, modify or amend this Agreement.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator shall be whether or not the alleged grievance shall be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding on the employee, the Association and the Township, and there shall be no appeal to a Court of competent jurisdiction or any agency of the State of Ohio. The arbitrator shall be requested to issue his decision within 30 days after the conclusion of testimony and argument or submission of final briefs.

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

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

ARTICLE VIII. PROBATIONARY PERIOD

Each new employee shall be required to serve a probationary period of 12 months. A probationary employee whose service has been determined by the Director of Public Services to be unsatisfactory shall have his employment terminated by the Board of Trustees on or before the completion of his probationary period. The Director of Public Services shall not be required to furnish to the employee or the Association reasons for his determination that the performance of a probationary employee is unsatisfactory. Said determination shall not be grievable or appealable. Upon satisfactory completion of the probationary period, an employee shall be given permanent status.

Upon promotion to a higher classification within the Maintenance Department, an employee shall be required to serve a probationary period of 12 months. A probationary employee in such a position whose service has been determined by the Director of Public Services to be unsatisfactory shall be returned to his previous classification. The Director of Public Services shall not be required to furnish to the employee or the Association reasons for his determination that the performance of a probationary employee is unsatisfactory. Such determination shall not be grievable or appealable. Upon satisfactory completion of the probationary period, an employee shall be given permanent status.

ARTICLE IX. HOLIDAYS

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

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

When any of the above holidays fall on Saturday, they shall be observed on the preceding Friday. When any of the above holidays fall on Sunday, they shall be observed on the following Monday. To qualify for holiday pay, the employee must work the working day before and the working day after the holiday, or have a reason for such absence which is deemed acceptable by the Director of Public Services.

When any employee is required, by schedule, to work on any of the above holidays, he shall receive eight (8) hours pay at the regular rate for the holiday plus double time for each hour

worked. If New Year's Day, Independence Day, Veterans Day or Christmas Day fall on either Saturday or Sunday, so that they are observed on Friday or Monday, an employee who works on the actual Holiday, as opposed to the observed Holiday, will receive double time. If an employee works on the observed Holiday, as opposed to the actual Holiday, he will receive time and one-half.

Illness occurring on a holiday counts as a holiday and is not charged against sick leave.

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

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

ARTICLE X. SICK LEAVE

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

- A. Employees shall accrue one and one-fourth (1-1/4) days of sick leave for each month of service.
- B. Unlimited accumulation of sick leave.
- C. Sick leave may only be used for absences due to an employee's personal illness or injury, except as expressly provided herein.
- D. Any sick days used by the employee will be deducted from his account, and a new balance will be calculated. No employee shall be entitled to purchase back sick leave once it has been taken.
- E. Sick leave does not accumulate while the employee is on suspension or any unpaid leave of absence in excess of 1 month.
- F. Unused sick leave shall not be paid on termination for any reason, except as provided in Paragraph G, below.
- G. Any full-time employee who accumulates sick leave pursuant to this provision and pursuant to the provisions of the Ohio Revised Code, who retires from the Maintenance Department and applies for retirement benefits from the Public Employees Retirement System of Ohio, shall receive a sum equal to one-third (1/3) of his accumulated sick leave to a maximum of 90 days.

Break in Service:

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

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

- A. SWP (Sick with Pay): Granted when an employee is physically unable to work due to illness, pregnancy related disabilities, off-duty injury or official quarantine.
 - 1. Sickness or injury caused by outside employment cannot be charged to SWP.
 - 2. Routine medical and dental appointments cannot be charged to SWP. The Director of Public Services has the responsibility of determining if an appointment is routine or otherwise.
 - 3. No SWP is paid for convalescence outside of Hamilton County without written approval of the Township Administrator.
- B. SWP-F (Sick with Pay-Family): Usage of leave for illness in the family varies according to the composition of the immediate family (spouse, parent, parent-in-law, child, sibling or member of the immediate household), and the seriousness of the case. Sick with Pay-Family shall be granted for the following reasons:
 - 1. Official quarantine, for the duration of the quarantine.
 - 2. To care for and make arrangements for a sick member of the immediate family--up to 1 day.
 - 3. Serious accidents, major or minor surgery, critical or sudden illness involving a member of the immediate family--up to 1 day; however, additional leave may be granted by the Director of Public Services.
 - 4. Childbirth--the spouse shall receive 1 day on the day the child is born, and 1 on the day the child is brought home.

- C. SWP-M (Sick with Pay-Maternity): Granted for the period during which the employee is physically unable to work due to her pregnancy, childbirth, miscarriage, a related medical procedure or recovery therefrom.
 - 1. The duration of the leave is determined on an individual basis by the treating physician.
 - 2. The employee must notify her supervisor approximately 2 weeks in advance of her expected date of departure. Employees experiencing unexpected emergencies will not be penalized for failure to give proper notification.

- D. Funeral Leave: Length of leave depends on the following:
 - 1. Death in the immediate family: (spouse, parent, sibling, parent-in-law, sibling-in-law, child, grandparent, ward, or member of the immediate household) three (3) consecutive work days near the death or burial, one of which will include the burial or interment.
 - 2. Death of any other relative—1 day.

- E. Family Medical Leave Act: Any situation covered by The Family Medical Leave Act of 1993.

Use and Control of Sick Leave:

SWP should not be authorized unless the employee has properly reported and fully justified his absence to the satisfaction of the Director of Public Services.

Doctor's Verification: The employee's entire record will determine how much proof is required.

- A. Employees with excellent records may not need to prove illness, while employees with poor records may be required to have a doctor's statement for each absence.

- B. Generally, any employee with 4 or more separate absences during the past 12 months may be asked to submit a doctor's verification.

ARTICLE XI. CALL-IN PAY

Call-in pay is defined as payment for work assigned by the Supervisor and performed by an employee after time disconnected from his normal and pre-scheduled hours of work. Pre-scheduled hours of work can include scheduled overtime, which is not to be considered "call-in".

Work done in this manner for other than snow removal shall be compensated at the rate of one and one-half (1-1/2) times the normal rate of pay with a minimum of 3 hours and shall be paid only during the time the employee is required to return to work by his supervisor.

Work done in this manner for snow removal shall be compensated at the rate of one and one-half (1-1/2) times the normal rate of pay. Each employee called in for snow removal will be paid for one hour of travel time to and one hour of travel time from the reporting station. Pay for this travel time shall be at straight time. The 2 hour travel time pay will be paid for any snow related overtime.

Notwithstanding any of the foregoing, if call-in work is performed on Sundays or Holidays, the rate of pay shall be double the normal rate of pay for actual work performed. Travel time for snow removal call-in on Sundays or Holidays shall also be double the normal rate of pay.

ARTICLE XII. VACATION

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

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

KEY:

Column A -

Vacation hours earned per pay period.

Column B -

Vacation days that should be taken each year.

Column C -

Maximum allowable balance of accrued vacation hours.

<u>SENIORITY</u>	<u>A</u>	<u>B</u>	<u>C</u>
Less than 4 Years	3.2 Hours	10 Days	150 Hours
4 Years - 9th Anniversary.	4.6 Hours	15 Days	150 Hours
9 Years - 14th Anniversary.	6.2 Hours	20 Days	200 Hours
14 Years - 17th Anniversary.	7.7 Hours	25 Days	250 Hours
18 Years and Up	8.31 Hours	27 Days	250 Hours

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

No employee who has accumulated the maximum number of allowable hours shall be permitted to accrue vacation.

Vacation must be scheduled and have the approval of the Director of Public Services. Vacation cannot be taken in increments smaller than 1.0 hours.

- B. An illness of an employee while on vacation will not change the vacation selection. The employee will be charged with vacation days and not sick days. The only exception is if the employee is hospitalized in which case the vacation days will be changed to sick days and the unused vacation days will be postponed.
- C. Employee Responsibility: Employee must fill out a Request and Authorization for Leave prior to vacation. This form is to be filed far enough in advance to allow employee scheduling. Specific department procedures will be established by the Director of Public Services.
- D. The Equipment Repair Worker, Equipment Repair Worker I and Equipment Repair Worker II shall coordinate their respective vacation time with the Director of Public Services, so that at no time shall all employees take vacation on the same day or days.
- E. Each employee shall be entitled to convert to cash up to 40 hours accrued vacation time annually. Any such election to convert vacation time shall occur between June 1 and June 15 or December 1 and December 15.

ARTICLE XIII. LEAVES OF ABSENCE

- A. A leave of absence may be granted by the Director of Public Services with the approval of the Township Administrator under the following conditions:
 - 1. Leave of absence is always without pay. However, an employee is entitled to use accrued sick leave while on injury leave.
 - 2. Leave of absence may only be granted to regular full-time employees who have successfully completed their probationary period of 12 months.
 - 3. The request for a leave of absence must be in writing from the employee outlining the reasons.

4. On any approved leave of absence in excess of 1 month, the employee shall pay the total premium cost for his medical insurance for the duration of the leave. This cost is to be paid in advance of the leave or the coverage will be terminated.
5. Failure to return from a leave of absence at the specified date will be considered as a resignation.
6. All approved leaves of absence shall be confirmed in writing to the employee by the Township Administrator with a copy to the employee's file.
7. Vacation and sick leave do not accrue on a leave of absence in excess of 1 month. Vacation allowance is paid at the time of departure on the amount unused and accrued. Any sick days accumulated prior to the leave, and not used during the leave, can be reinstated immediately upon return.
8. Re-employment, if applicable, should be part of the conditions of the leave of absence. If not, the employee is subject to the availability of employment at the time of his requested return. Employees returning from military service are subject to the Veterans Re-employment Rights.

B. Types of leave of absence:

1. Military: Serving one's country.

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

A regular full-time employee of the Township who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or member of other reserve components of armed forces of the United States is entitled to a military leave of absence from his duties. When an employee is ordered to annual training, the Township will make up in pay any loss in salary which the employee suffers. The Township pay shall be based upon the employee's regular Township pay rate. The total pay from the military and Township for the period shall not exceed the employee's regular pay rate in effect at the time the employee leaves the military duty. Such period or periods for which the Township pay is received shall not exceed thirty-one (31) days in any one calendar year. Annual training is defined as that period of time when the soldier's unit conducts continuous collective training, generally for a fourteen day period. Annual training is often called summer camp. Annual training shall not include regular weekend IDT drill or additional active duty for training time.

When such military service (including National Guard and reserve duty) is carried out at the option of the employee or when that person leaves to complete his basic and advanced training requirements, the Township will grant the employee a military leave of absence, but without pay. The employee must submit proper documentation (i.e.: orders, rates of pay, etc.) prior to leaving.

2. Occupational Injury Leave with Pay:

In the event of an occupational injury or an occupational illness recognized by the Ohio Bureau of Workers' Compensation, sustained in the course of and arising out of employment with Green Township, which illness or injury is not the result of the employee's "horse-play," recklessness, or self-infliction, and not sustained with an off-duty employer, the Township may grant the employee, beginning on the eighth (8th) calendar day of absence or on the first (1st) day the employee is admitted to a hospital as an in-patient, whichever is earlier, Occupational Injury Leave With Pay for a period not to exceed 90 work days.

The authorization of an Occupational Injury Leave is a matter of administrative discretion, and the Township will decide in each individual case if such leave is to be granted. The granting of an Occupational Injury Leave shall not be unreasonably denied. The Township, at its sole discretion, may extend an Occupational Injury Leave. The Township's failure to extend a leave shall not be subject to the grievance procedure.

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

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

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

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

In the Township's sole discretion, the Township may assign an employee on Occupational Injury Leave to light duty, upon approval of and within the limitations set by the employee's treating physician.

ARTICLE XIV. SALARIES, WAGES AND COMPENSATION

Effective July 1, 2015, all employees governed by this Agreement shall receive wages at the wage rates set forth in Appendix A hereof.

In addition thereto, any employee who is not already paid as a crew chief shall receive an additional \$.75 per hour when said employee supervises a crew consisting of, as a minimum, himself and two other employees. Selection of these additional temporary crew leaders shall be in the sole discretion of management, which selection shall not be subject to the grievance procedures.

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

10 years of service	One-Half percent (.5%) of his annual salary set out in Appendix A
15 years of service	Three-Quarters of a percent (.75%) of his annual salary set out in Appendix A
20 years of service	One percent (1%) of his annual salary set out in Appendix A

The adjustment set out above shall not be cumulative; i.e., after an employee qualifies for the adjustment upon completion of ten years of service with the Employer, he shall receive the .5% adjustment during years eleven, twelve, thirteen, fourteen and fifteen of his service. After fifteen years of service the employee shall receive a .75% adjustment to the annual salary set out in Appendix A. After fifteen years the employee shall not receive both the ten year .5% adjustment and the fifteen year .75% adjustment, only the latter.

The amount of the adjustment will be added to the employee's rate of pay. The gaining of longevity adjustments shall not be affected by promotion, demotion, or other changes in classification held by the employee.

ARTICLE XV. MEDICAL INSURANCE

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

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

All employees electing to be included in the Medical Program shall contribute toward the premium an amount equal to 15% of the cost to the township of single and family coverage, depending on the coverage chosen by the employee during Years One and Two of this contract, and an amount equal to 17% percent in Year Three. The amount equal to the required employee percentage contribution will be adjusted annually as the cost of the township is adjusted by the Medical Provider. All payments required hereunder shall be made on a payroll deduction basis. Said deduction shall be made in equal installments in each biweekly pay period.

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

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

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

ARTICLE XVI. SENIORITY AND LAYOFF

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

Seniority shall be lost when an employee:

- A. Resigns;
- B. Is discharged for cause;
- C. Is laid off and not recalled within 2 calendar years from the effective date of layoff;
- D. Is off the payroll for any other reason whatsoever, except military service for 1 calendar year.

The Township shall provide the Association an up-to-date seniority list of employees governed by this Agreement. This list shall be kept up-to-date and shall list each employee and his starting date as a Green Township Maintenance Department employee. In the event 2 or more employees have the same starting date, the seniority of said employees shall be assigned by lot.

Appendix B (attached hereto and made part hereof) establishes the official seniority list for all employees governed by this Agreement as of July 1, 2015. The official seniority list shall hereafter be determined in accordance with the provisions hereof.

In the event of any work force reduction causing the layoff of any employee covered by this Agreement, seniority, skills, ability, record and past performance will be considered in the making of that determination. The same shall apply in the event of a recall from any layoff.

ARTICLE XVII. ALLOWANCES

Employees who travel on authorized Township business for training or professional development purposes, approved by the Township Administrator as being in the best interests of the Township, shall be reimbursed for reasonable travel purposes, including air, rail or bus fares, parking, lodging and meals. The Township Administrator may establish maximum reimbursable limits for travel expenses. In the event such travel is outside the State of Ohio, prior approval shall be obtained by resolution of the Board of Trustees.

Registration fees for conferences, seminars or other such events deemed to be in the best interest of the Township, when approved by the Township Administrator, shall be paid for the employee, either by direct payment, by advancement or reimbursement. In the event such conference, seminar or event is to be held outside of the State of Ohio, prior approval shall be obtained by resolution of the Board of Trustees.

In the event that an employee receives prior approval by the Director of Public Services or the Board of Trustees to use his personal vehicle for the purpose of Township business, such employee will be paid at the rate established annually by the Internal Revenue Service.

Full-time employees who have completed their initial hire probationary period shall be issued a \$600 annual clothing allowance to be paid by check on or before February 15 of each year of this Agreement, except as outlined below.

Initial hire probationary employees shall be paid a clothing allowance on a quarterly basis based on a total \$600 annual allowance. Quarterly prorated amounts shall continue to be paid to initial hire probationary employees after the employee completes his one year probationary status and prior to the first of the year when the full annual clothing allowance is paid. As an example, an employee hired on July 1, 2015 would receive a \$150 clothing allowance at the time of hire, and \$150 each quarter thereafter until July 1, 2016, at which time the employee would qualify for the allowance of \$600 to be paid in advance.

This allowance is to be used for the purchase of clothing items and shoes not provided by the Township and to maintain a professional appearance. If an employee is on injury leave at the time the allowance is paid, he will receive a prorated portion of the allowance when he returns to work from injury leave.

The Equipment Repair Worker, Equipment Repair Worker I and Equipment Repair Worker II shall each receive annually a tool allowance of \$425 for the purchase of tools used in connection with each employee's respective employment, upon production of receipt for same.

ARTICLE XVIII. UNIFORMS

Items of apparel or equipment which are required of any member of the Green Township Maintenance Department in the performance of his duty shall be provided, free of charge, by the Township. Exceptions are pants, socks, underwear, foundation garments, belts and shoes. Each employee shall be entitled to a one-for-one exchange for 5 new tee-shirts and 2 hooded sweat shirts annually in January of each year on an as-needed basis. Type and color of pants purchased by each employee shall be subject to the approval of the Director of Public Services.

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

ARTICLE XIX. ATTENDANCE INCENTIVE BONUS

In the event that an employee does not miss any scheduled work for a six month period he shall be entitled to a bonus of \$150. Missing scheduled work because of use of vacation time, or if an employee is injured in the line of duty, or if an employee is away from work under the terms of the Family Medical Leave Act shall not disqualify an employee from the \$150 attendance incentive.

If an employee uses sick leave for any reason other than for funeral leave or misses work due to a Township administered suspension for a disciplinary matter, then he would not be eligible for the attendance incentive. If an individual was injured in the line of duty and subsequently cleared for return to duty, a subsequent absence attributed by the employee to the line of duty injury will disqualify the employee from the incentive bonus.

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

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

ARTICLE XX. DONATED TIME

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

A. When it comes to the attention of the Director of Public Services that an employee's sick time credit has been or is about to be exhausted, he shall investigate:

1. The character of the employee's present ailment;
2. The prognosis of the employee's physician.

B. If the Director of Public Services approves a recommendation for an employee to be the recipient of donated compensatory time or vacation leave, a member of the bargaining unit wishing to voluntarily donate compensatory time or vacation leave for the benefit of such approved recipient shall submit a request to his supervisor listing the name of the beneficiary with the number of hours to be donated.

C. An employee may donate his entire bank of compensatory time.

D. In no event shall an employee donate vacation time that would result in reducing the employee's accrued bank of vacation time below 60 hours.

E. In no case will donated time be employed to extend an employee's period of active duty beyond a recommended retirement day as established by the retirement board physician.

F. Donated time will be processed and used by a recipient in the order received by the department.

G. Any donated time processed and not needed by a recipient due to retirement, return to duty, or other reasons, shall be returned to the donor.

H. Donated time shall be converted to its cash equivalency and paid to the recipient at his regular hourly rate.

I. Any grievance in connection with this Article may be pursued through Step 2 of the grievance procedure.

ARTICLE XXI. DRUG/ALCOHOL TESTING

The purpose of this Article is to provide a program by which employees may be assured of working in a safe and drug-free work environment, for their protection as well as the protection of the general public. In order to achieve this purpose, the Township and the Association do hereby agree on the procedures for drug/alcohol testing of all employees governed by this Agreement in the Drug Free Workplace Policy, which is attached hereto as Exhibit C and incorporated by reference herein, and the Township and the Association further agree on the procedures for drug/alcohol testing of selected employees governed by this Agreement in the Drug And Alcohol Policy For Commercial Drivers, which is attached hereto as Exhibit D and incorporated by reference herein.

ARTICLE XXII. PERSONNEL FILES

Every employee shall be allowed to review the contents of his personnel file at all reasonable times upon prior written request. The Township Administrator or Director of Public Services shall be present when the personnel file is viewed.

ARTICLE XXIII. DISCIPLINE/DISCHARGE & APPEAL

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

The Township shall have the right to discipline or discharge any employee for just cause.

If an absence without proper notice to an appropriate authority continues for 3 working days, it shall be deemed as resignation.

Degrees of Discipline:

Counseling and/or training of a non-punitive nature;
 Oral reprimand;
 Written reprimand;
 Suspension without pay;
 Demotion;
 Dismissal.

- A. Counseling and/or Training of a Non-Punitive Nature. This type of disciplinary action is generally administered by any supervisor.
- B. Oral Reprimand. This type of disciplinary action is generally administered by any supervisor.
- C. Written Reprimand. This type of disciplinary action is generally administered by the Director of Public Services and shall state the circumstances and reasons for such action.
- D. Suspension without Pay. The Township Administrator has the authority to suspend without pay any employee under his management and control. The employee shall be notified in writing of the suspension, the effective date, the duration and the circumstances and reasons for the action. The Director of Public Services may suspend without pay an employee up to 3 days. Any employee suspended without pay will, upon request, be granted a hearing before the Green Township Board of Trustees. Such a request must be in writing and filed with the Township Administrator within 10 days of the date of the disciplinary action letter.
- E. Demotion to Lower Classification. This type of disciplinary action is generally reserved for those cases where an employee demonstrates his inability to perform the job, but could perform the duties of a lesser rated job. In the event of a judgment of

demotion, the Township Administrator shall notify the employee in writing of the demotion, the effective date, the circumstances and reasons for the action and their right of appeal.

- F. Dismissal. This type of disciplinary action is administered by the Township Administrator and Board of Trustees. In the event of a judgment of dismissal, the Township Administrator shall notify the employee in writing of the dismissal, the effective date, the circumstances and reasons for the action and the employee's right of appeal.

In cases involving Discharge, the employee has the right:

- A. To receive written notice of charges placed against him specifying reason(s) for termination.
- B. The right to a hearing before the Board of Trustees.
- C. The right to be represented by an attorney or other representative.
- D. The right to present and cross examine witnesses relevant to the case.
- E. The right to sworn testimony.
- F. The right to have the Board of Trustees issue subpoenas for witnesses.

ARTICLE XXIV. APPEAL PROCEDURE

In any action involving a change of status (dismissal or reduction in grade), or a suspension, the subject of such action may file a normal appeal with the Green Township Board of Trustees. This appeal:

- A. Shall be in writing, addressed to the Green Township Board of Trustees, and be submitted to the Township Administrator.
- B. Shall be signed by the individual who is appealing and include both his department and position title.
- C. Shall have attached thereto, a copy of the disciplinary order.
- D. Shall specify either or both of the following grounds for appeal:

1. There was a failure on the part of a Township Official to observe or correctly apply the provisions of this Agreement or the terms of the subject's appointment; and/or
2. There was not a complete consideration of the facts regarding the disciplinary action taken against the appellant.

The appellant must be specific concerning his justification for citing either or both of these possible grounds for appeal.

- E. Shall be submitted to the Board of Trustees within 10 calendar days of the receipt of the disciplinary order.
- F. The employee has the right to be represented by counsel and call witnesses in his behalf.

ARTICLE XXV. NO STRIKES

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

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

For the purpose of this Agreement, the meaning of the term "job action" shall include but not be limited to any interruption of operations by employees; absence from work upon any pretext or excuse, such as illness, group sickout call, which is not founded in fact; or interruption of the operations of the Township by the Association and/or its members.

ARTICLE XXVI. INTEGRITY OF AGREEMENTS

The Township and the Association agree that the terms and provisions contained in this written Agreement constitute the entire Agreement between the parties and supersede all previous communication, understandings or memoranda of understanding pertaining to any matters set forth in this Agreement or to any other matter. The Township and the Association agree that during the negotiations which preceded this Agreement, each party had the unlimited right to make any demands or proposals and to bargain about each and every proposal made. The parties further agree that during the term of this Agreement, each voluntarily and unqualifiedly agrees to waive

its right to bargain with respect to any matter whatsoever whether or not such matter is contained in this Agreement.

The provisions contained in this Agreement shall during the time this Agreement is in effect, be binding upon the Township and the Association and their respective successors and assigns.

ARTICLE XXVII. SAVINGS CLAUSE

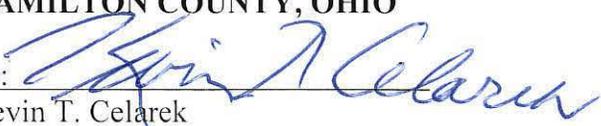
Should any article or portion of this Agreement be held unlawful and unenforceable by any Court, legislative or administrative tribunal of competent jurisdiction, then such decisions or legislation shall apply only to the specific article, section or portion of the Agreement. The parties will discuss the abrogated provision. The remainder of the Agreement shall remain in full force and effect.

ARTICLE XXVIII. EXPIRATION

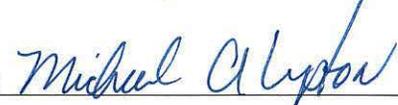
This Agreement shall be effective July 1, 2015, and shall terminate on June 30, 2018.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 22nd day of June, 2015.

**GREEN TOWNSHIP
HAMILTON COUNTY, OHIO**

by: 
Kevin T. Celarek
Township Administrator

**GREEN TOWNSHIP MAINTENANCE
EMPLOYEES ASSOCIATION**

by: 
by: 

APPENDIX A

ANNUAL RATES AND STEPS

APPENDIX A

ANNUAL RATES AND STEPS

<u>POSITION AND STEPS</u>	<u>ANNUAL RATES</u>		
	<u>July 1, 2015</u>	<u>July 1, 2016</u>	<u>July 1, 2017</u>
Maintenance Worker	\$34,900.00	35,598.00	36,310.00
Road Maintenance Worker (Hired AFTER July 1, 2009)	\$33,657.00	34,330.00	35,017.00
Road Maintenance Worker			
Start	\$34,667.00	35,360.00	36,067.00
After 12 Months	\$37,211.00	37,955.00	38,714.00
After 24 Months	\$39,750.00	40,545.00	41,356.00
After 36 Months	\$42,294.00	43,140.00	44,003.00
Road Maintenance Worker / Operator (Hired AFTER July 1, 2009)			
Start	\$40,569.00	41,380.00	42,208.00
After 12 Months	\$44,289.00	45,175.00	46,079.00
After 24 Months	\$48,752.00	49,727.00	50,722.00
After 36 Months	\$51,734.00	52,769.00	53,824.00
Road Maintenance Worker / Operator			
Start	\$44,331.00	45,218.00	46,122.00
After 12 Months	\$48,397.00	49,365.00	50,352.00
After 24 Months	\$53,472.00	54,541.00	55,632.00
After 36 Months	\$56,531.00	57,662.00	58,815.00
Equipment Repair Worker			
Start	\$34,667.00	35,360.00	36,067.00
After 12 Months	\$37,211.00	37,955.00	38,714.00
After 24 Months	\$39,750.00	40,545.00	41,356.00
After 36 Months	\$42,294.00	43,140.00	44,003.00
Equipment Repair Worker I			
Start	\$45,553.00	46,464.00	47,393.00
After 12 Months	\$49,621.00	50,613.00	51,625.00
After 24 Months	\$54,712.00	55,806.00	56,922.00
After 36 Months	\$57,752.00	58,907.00	60,085.00

APPENDIX A

ANNUAL RATES AND STEPS

<u>POSITION AND STEPS</u>	<u>ANNUAL RATES</u>		
	<u>July 1, 2015</u>	<u>July 1, 2016</u>	<u>July 1, 2017</u>
Equipment Repair Worker II			
Start	\$53,686.00	54,760.00	55,855.00
After 12 Months	\$56,622.00	57,754.00	58,909.00
After 24 Months	\$59,523.00	60,713.00	61,927.00
After 36 Months	\$62,459.00	63,708.00	64,982.00
Road Maint. Crew Chief	\$59,459.00	60,648.00	61,861.00
Parks Field Supervisor	\$61,905.00	63,143.00	64,406.00

APPENDIX B
SENIORITY LIST
MAINTENANCE DEPARTMENT EMPLOYEES

APPENDIX B

SENIORITY LIST

MAINTENANCE DEPARTMENT EMPLOYEES

<u>EMPLOYEE</u>	<u>DATE OF EMPLOYMENT</u>
Nicholas Forte	04/20/87
Eric Pelzer	08/08/94
Paul Westrich	02/26/96
Ronald Reckers	05/06/96
Glenn Caminiti	01/06/97
John Campolongo	03/31/97
Richard Veeneman	06/07/99
Daniel Walker	09/11/00
Keith Aker	01/02/02
Michael Upton	03/12/07
Jerome Elkins, Jr.	10/20/08
Daniel Peters	02/22/10
Andrew Ernst	11/08/10
Gregory Holtkamp	06/15/13
Matthew Flamm	01/25/14

APPENDIX C
DRUG-FREE WORKPLACE PROGRAM

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

The use of illegal drugs.

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

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

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

This policy describes the six key elements of the program:

1. A written policy that clearly explains the program and how everyone benefits.
2. Substance awareness education for all employees.
3. All supervisors will be trained regarding their roles and responsibilities.
4. Drug and alcohol testing- the most effective way to change harmful substance use behavior.
5. Employee assistance and support program.
6. Investment to Safety.

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

Employees of the Township who perform duties for the Township that require a valid Commercial Driver's License (CDL) are governed by specific Federal laws that exist independent of and apply to these employees in addition to the general Township policies delineated in this document. These U.S. Department of Transportation (DOT) regulations, contained in 49 CFR, Parts 40, 382, and 383 mandate drug and/or alcohol testing in specific situations that may differ from the conditions described in this document. They also impose consequences on those who test positively for drugs and alcohol, or who otherwise violate these Federal regulations, that extend beyond and exist independently of any job or disciplinary action potentially taken by the Township.

The specific rules governing these DOT-regulated employees are contained in the Township's Drug and Alcohol Policy for Commercial Drivers, a separate document from this general policy, and found in Appendix D.

The Township's employment of CDL-holding individuals thus creates the potential for situations in which a CDL-holding employee could be simultaneously subject to drug/alcohol testing under this general policy and under DOT regulations. Note that Federal law prohibits a non-DOT test from being substituted for a DOT test under any circumstances, nor may a DOT test be used in situations described under this general policy but not subject to testing under U.S. DOT regulations.

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

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

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

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

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

Effective October 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means that an employee may dispute or prove

untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

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

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

1. Employee records such as testing results and referrals for help will be kept confidential. Information will be on a need-to-know basis. Any violation of confidentiality rights is subject to disciplinary action up to and including termination of employment.

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

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

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

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

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

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

Administration of the Program

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

Testing will be done through a qualified collection provider and through a federally certified laboratory that uses the highest level of care in ensuring that results are accurate. When

properly conducted, this process is considered scientifically accurate in detecting that the substances the Township is concerned about are present in the employee's "system" in sufficient quantity to lead to behaviors that may endanger the person or other employees.

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

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

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

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

Safety Culture

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

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

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

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

Supervisor Training

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

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

Employee Awareness and Training

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

Employee Assistance Program

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

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Ensures the availability of a current list of qualified community professionals.

- Allows the use of accrued paid leave while seeking treatment for alcohol and other drug problems or a leave of absence otherwise authorized by the Township.
- Offers all employees assistance with alcohol and drug problems through the Employee Assistance Program (EAP).

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

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

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

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

Employee Testing

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

Drug and Alcohol Testing

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

1. Amphetamines (speed, uppers, MDMA (ecstasy), MDA, MDEA)
2. Cocaine (including Crack)

3. Cannabinoids (Marijuana, THC, hashish)
4. Opiates (Including 6-Acetylmorphine (6-AM) unique metabolite of heroin)
5. Phencyclidine (PCP, "angel dust")
6. Barbiturates
7. Benzodiazepines
8. Methadone
9. Propoxyphene

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

Prescription medicine and over-the-counter drugs

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

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

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

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

TYPE OF TESTING and WHEN TESTING WILL OCCUR

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

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

Post-offer/Pre-employment

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

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

Reasonable Suspicion Testing

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

1. Observed behavior, such as direct observation of drug/alcohol use or possession and/or the physical symptoms of drug and/or alcohol use;
2. A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance that appears to be related to substance use and does not appear to be attributable to other factors.
3. Information provided either by a reliable and/or credible sources or independently corroborated, regarding an employee's substance use; or
4. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

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

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

Post-Accident Testing

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

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

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

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

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

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

Random Drug Testing

Random testing will include all Township employees and is conducted on an unannounced basis. An independent, non-Township testing organization will utilize objective computer software

that ensures a truly random selection process in which all employees in the testing pool have an equal statistical likelihood of being selected for testing.

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

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

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

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

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

Testing is required when an employee who has previously tested positive for prohibited levels of drugs and/or alcohol is allowed to return to work under a "second-chance" agreement. A return-to-duty test is required before the employee is allowed to return to work and, if the employee fails this test, this will lead to termination of employment. Once an employee passes the drug and/or alcohol test and returns to work, there will be a series of at least four and a maximum of six tests conducted over a period of at least a year (or as recommended by the SAP). The returning employee's attending Substance Abuse Professional shall determine the frequency and total number of such tests. All expenses related to treatment, return-to-duty, and follow-up tests will be the sole responsibility of the employee.

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

Return to Work When an Employee is tested for Cause

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

will be compensated for the time he/she was off work or scheduled to work. This policy will be applied fairly and consistently across the entire workforce.

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

Employee Consent/Chain of Custody Form (COC)

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

Substances to be Tested and the Methods of Testing

Urine Testing for Drugs (other than alcohol)

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

Alcohol Testing

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

Specimen Collection Procedure

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

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

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

1. Provide a photo 10;
2. Assist in completing a Drug Testing Chain of Custody (COC) Form;
3. Provide a urine specimen in privacy;
4. Be expected to observe the entire collection, processing and chain of custody procedure of the specimen;
5. Read, sign and date the chain of custody statement certifying the specimen is theirs and it has not been changed or altered at the time of collection;
6. Note the temperature reading on the collection bottle and verify the temperature reading was correctly recorded on the form.

Review of Test Results

To ensure fairness the Township has retained the services of a licensed physician with Mercy Health Solutions to review positive drug test results. This physician is referred to as the Medical Review Officer or MRO. The MRO is a medical doctor or doctor of osteopathic medicine with a specialized knowledge of substance abuse disorders. The role of the MRO is to review in confidence with the donor any possible legitimate medical explanation for the result. Federal Guidelines on this procedure will be followed. In the absence of any medical justification for the presence of drugs in the body, that result will be verified as positive and the Township will be notified.

Employees' Rights Related to an Initial Positive Test Result

An employee who tests positive under this policy will be given an opportunity to explain, in confidence, the findings to the MRO prior to the issuance of a positive test result to the Township program administrator or authorized management. Upon receipt of a confirmed positive finding, the MRO will attempt to contact the employee by telephone. If contact is made by the MRO, the employee will be informed of the positive finding and given an opportunity to rebut or explain the

findings. The MRO can request information on recent medical history and on medications taken within the last thirty days by the employee. If the MRO finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the employee's position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.). A failure on the part of the employee to provide such documentary evidence will result in the issuance of a positive report by the MRO with no attendant medical explanation.

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

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

Reporting of Results

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

Storage of Test Results and Right to Review Test Results

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

Any Violation of this Policy could Result in Discipline as Follows

Consequences of Alcohol and Drug Use

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

1. The employee must complete thorough clinical evaluation by and to the satisfaction of a qualified chemical dependency professional. The qualifications of said professional must be acceptable to the Employer. Such assessment is available via the Employer's Employee Assistance Program (EAP).
2. The employee must authorize via any/all necessary written releases of information the assessing chemical dependency professional to submit to the Employer, in writing, a detailed summary of the recommendations, if any, made by the assessing chemical dependency professional pursuant to the employee in question.
3. The employee must demonstrate initial and ongoing compliance with any and all recommendations delineated in the assessing chemical dependency professional's written report.
4. The employee must, at a time and place of the Employer's choosing, complete urine drug testing as described in this Policy.
5. The employee must submit to unannounced follow-up testing as described in this Policy.
6. The employee must continue to demonstrate compliance with any and all recommendations issued by the assessing chemical dependency professional and by subsequent professionals involved in the employee's evaluation, education, and/or care.

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

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

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

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

Termination Notices

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

APPENDIX D

GREEN TOWNSHIP DRUG AND ALCOHOL POLICY FOR COMMERCIAL DRIVERS

I. Introduction

The U.S. Department of Transportation (DOT) has issued rules and regulations mandating that EMPLOYERS of Commercial Drivers implement a drug and alcohol testing program for all Commercial Driver's License (CDL) holders engaged or potentially engaged in the operation of applicable vehicles. Furthermore, these DOT regulations require that specific behaviors regarding the use and/or abuse of alcohol and other drugs be prohibited by the published policy of GREEN TOWNSHIP, hereafter referred to as "the EMPLOYER". Finally, the EMPLOYER is required to describe specific consequences that may result from violations of these prohibitions.

Any questions regarding this policy should be directed to Fred Schlimm, the EMPLOYER's Designated EMPLOYER Representative (DER). Periodic changes in DOT regulations or other laws may from time to time necessitate revisions in this policy. The EMPLOYER shall at all times operate within the requirements of these regulations and laws. The EMPLOYER in all cases reserves the right to take disciplinary action up to and including termination of employment for violations of this policy.

II. Applicability

This policy shall apply to any employees of Green Township who are required, as a condition of their employment, assigned duties, and/or stated job description, to maintain a CDL for the purpose of operating or maintaining readiness to operate a Commercial Motor Vehicle (CMV). This includes full-time drivers, casual, intermittent or occasional drivers, and owner-operator contractors whose employment by Green Township involves any need to maintain readiness to operate:

- A. A vehicle with a gross weight rating of 26,001 or more pounds;
- B. A vehicle/towed unit combination with a gross combination weight rating of 26,001 or more pounds
- C. Any vehicle designed to carry 16 or more passengers
- D. Any vehicle of any size used in the transportation of materials found to be hazardous for the purposes of the Hazardous Material Transportation Act (49 U.S.C. 5103(b)) and which require the vehicle to be placarded under DOT Hazardous Materials Regulations (49 CFR, Part 172, Subpart F).

Portions of this policy shall also apply to individuals applying for employment that may potentially meet the above conditions.

III. Safety-Sensitive Functions

Any reference within this policy to "safety-sensitive functions" shall refer to any/all of the following activities:

- A. All time spent at the driving controls of a CMV.
- B. All time spent at a carrier or shipper plant, terminal facility, or other property, or on any public property, waiting to be dispatched for the operation of a CMV.
- C. All time spent inspecting, servicing, or conditioning any CMV or any equipment attached to a CMV.
- D. All time, other than driving time, in or upon a CMV, including time spent riding in that vehicle as a non-driving passenger.
- E. All time loading or unloading a CMV, or assisting in the loading or unloading of a CMV.
- F. All time involved in providing receipts for shipments to be loaded and/or unloaded from a CMV.
- G. All time spent repairing, attending, monitoring, and/or summoning assistance pursuant to a disabled CMV.

IV. Prohibited Conduct:

It shall be a violation of this policy and of DOT regulations for any applicable employee of Green Township to engage in the following behaviors related to alcohol and/or other drugs:

- A. Reporting to duty and/or remaining on duty at any time while having a blood alcohol percentage of 0.02% or higher.
- B. Obtaining a positive result on any EMPLOYER-mandated urine drug test for any controlled substance, unless use of said substance while engaged in the performance of safety-sensitive duties has been previously and specifically authorized by a prescribing physician in a manner that satisfies DOT regulations. All CDL-holding employees are required to immediately report to the DER any and all specific prescription drugs that have been prescribed to them and must accompany the report with a signed statement from the prescribing physician indicating that the drug may be taken as prescribed without interfering with the safe performance of the duties specified in Sections II. and III. of this document.
- C. Use at any time of any controlled substances, including legally obtained prescription drugs, absent a statement from the prescribing physician that the specific prescribed substance(s) can be used safely in conjunction with the operation of a CMV.
- D. Using alcohol in any form or amount while on duty.
- E. Reporting for duty within 4 hours of having used alcohol in any form or amount.
- F. Using alcohol in any form or amount within the 8 hour period following an accident, unless said employee has already been tested for both alcohol and other drugs in accordance with DOT post-accident testing rules.
- G. Refusing to submit to, interfering with the timely, accurate completion of, or otherwise obstructing any alcohol or other drug test mandated by this policy.
- H. Obtaining one of many convictions for specific moving violations, whether occurring while on duty or off duty and whether involving a CMV or non-commercial vehicle, which are specifically noted in 49 CFR, Part 383, and upon which the DOT imposes

specific resultant ineligibility for CDL privileges.

- I. Provision in the form of a verbal or written statement to the EMPLOYER by a violating employee of actual knowledge of any of the above violations pursuant to said employee.

V. Required Testing for Alcohol and Other Drugs

All employees covered by this policy shall be subject to the following mandatory tests for alcohol and/or other drugs:

A. Pre-employment testing: Prior to the first time an employee performs any safety-sensitive duty, he/she shall be required to obtain a confirmed negative result on a urine drug screen conducted according to DOT protocols. A confirmed positive result on this urine drug screen shall result in withdrawal of any pending offer of employment and shall render the individual in question ineligible for employment by Green Township.

B. Post-accident testing: Any employee operating a Green Township CMV at the time of an accident shall be immediately tested for alcohol and other drugs in accordance with DOT protocols, assuming said accident involved:

- 1) A fatality, or;
- 2) The operator of the CMV received a citation from law enforcement for a moving violation of any kind.
- 3) Where one or more persons are transported from the scene for medical attention or one or more vehicles involved in the accident is disabled to the point of requiring towing from the scene.

Post-accident testing shall be completed immediately following release of the driver from the accident scene by law enforcement. If an alcohol test and controlled substance test is not performed within 8 and 32 hours respectively following the accident, the consequences section of this policy will apply to the driver in question as they would following a positive test for any prohibited substance.

4) All employees who are covered by this policy remain covered as well by the general employment policies of Green Township, including all post-accident drug and alcohol testing rules. An incident not specifically covered by U.S. DOT drug and alcohol rules may still necessitate testing under Green Township's general policy.

C. Random Testing: Annually, a minimum number of drivers, currently 25% for alcohol and 50% for controlled substances, will be randomly selected for breath and/or urine testing. The selection process will be overseen by a third-party provider with which the EMPLOYER shall contract for the purpose of administering a DOT-compliant random testing program. Every time a selection is made, all individuals covered by this policy shall have a 100% equal chance of being selected, regardless of the frequency or lack of frequency with which any specific driver have been tested in the past. When an employee is notified that he/she is required to take a random test, he/she shall immediately proceed to the testing facility. Employees covered by this policy may also be subject to separate and distinct random selection for non-DOT drug/alcohol testing by virtue of their inclusion in the general pool of Township

employees.

D. Reasonable Suspicion Testing: If a supervisor believes that an employee is in violation of this policy and/or is under the influence of a prohibited substance, based upon specific, contemporaneous, first-hand observations of an employee's appearance, speech, breath/body odor, behavior, or other specific observable characteristic, testing shall be required. In cases of reasonable suspicion, testing shall in all cases consist of both urine and breath testing. In such cases, testing shall occur immediately and the employee in question shall be transported to the testing facility by a manager or by a taxi, at the discretion of the EMPLOYER.

E. Return-to-duty testing: If an employee has been removed from safety-sensitive duty due to a violation of this policy, assuming the EMPLOYER has not exercised its right under this policy to terminate employment due to the violation, the employee must undergo breath and urine testing prior to resuming safety-sensitive duty. Said testing will be conducted according to DOT protocols and may occur only upon completion of the Substance Abuse Professional process outlined elsewhere in this policy. The results of urine testing must be negative and the results of breath testing must indicate breath alcohol concentration of less than 0.02% in order for a return to safety-sensitive duty to occur. With the exception of the negative-dilute specimen stipulations stated elsewhere in this policy, any other testing outcome shall result in ineligibility for employment.

F. Follow-up testing: If an employee has previously violated this policy and subsequently returned to safety-sensitive duty, he/she shall be subject to unannounced follow-up breath and/or urine testing for a period of between 1 and 5 years. Said testing shall consist of a minimum of six such unannounced tests during the first 12 months following the return to safety-sensitive duty, although as many as 60 tests over a five year period may be required. The exact number of these tests and the time period over which they are to occur shall be the sole responsibility of the Substance Abuse Professional, described later in this policy, to determine. A positive result on any such urine test, or a breath alcohol concentration of 0.02% on any of these tests shall result in permanent termination of employment. Follow-up tests shall occur in addition to any other tests that are indicated by this policy.

VI. Specific Substances

In cases calling for restricted/prohibited substance testing as mandated by U.S. DOT regulations, testing for the following substances will be conducted:

- A. Breath testing: alcohol
- B. Urine testing: marijuana, cocaine, PCP, opiates, and amphetamines

The above list of specific substances in no way negates the prohibitions on all controlled substance usage without medical authorization as described in Section IV of this policy. In addition, all employees to whom this policy applies are also subject to testing under the conditions set for the in the general drug/alcohol testing policy of Green Township.

Positive test results for any substance prohibited by U.S. DOT regulations, whether or not that substance is specifically noted above, shall constitute a violation of those regulations and of this policy.

VII. Medical Review Officer and Collection Procedures

Green Township shall retain the services of a Medical Review Officer (MRO), a physician who meets DOT regulatory requirements for this function. The MRO shall oversee the testing process and shall determine and verify the results of said testing. The MRO shall be the sole and final authority in determining the results of testing. The EMPLOYER shall play no role in determining test results.

All urine testing shall be conducted at facilities and laboratories compliant with the U.S. Department of Health and Human Services (HHS) "Mandatory Guidelines for Federal Workplace Drug Testing Programs."

All alcohol breath tests shall be conducted by a trained Breath Alcohol Technician (BAT) certified to conduct such tests.

VIII. Refusal to Test and Tampering

Refusal to submit to any breath or urine testing required under this policy shall be treated as a violation of this policy and shall result in disciplinary action up to and including termination. Likewise, any behavior that interferes with the prompt and accurate completion of any testing process shall be treated as a violation of this policy and shall result in disciplinary action up to and including termination. Such behaviors include, but are not limited to:

- A. Failing to provide, absent a medical justification from the MRO, adequate breath for alcohol testing.
- B. Failing to provide, absent a medical justification from the MRO, adequate urine for controlled substance testing.
- C. Engaging in any conduct that clearly obstructs and/or delays the testing process, such as ingestion of adulterating substances, or addition of adulterating substances to a urine sample, as determined by collection personnel and/or by the MRO.

IX. Diluted Negative Test Results

In the event that an MRO returns a finding of "negative-specimen dilute" or any equivalent finding regarding a specific urine drug screen, the employee in question will be required to immediately repeat the collection and testing process. The findings resultant from this second collection and test shall be final. Under no circumstances will disciplinary action result from a finding of negative-specimen dilute or its equivalent(s).

X. Substance Abuse Professional Services

In the event that a CDL-holding employee violates any provision of this policy, the EMPLOYER reserves the right to terminate said employee. Regardless of this decision, CDL-holders who violate this policy, with the exception of positive breath alcohol concentrations of 0.02% to 0.039%, will be rendered, as per DOT regulations, indefinitely ineligible to perform safety-sensitive duties anywhere in the United States for any EMPLOYER or on a self-employed basis. In order to return to safety-sensitive duty of any kind anywhere, the CDL-holder must complete what is commonly known as the Substance Abuse Professional (SAP) process.

This sequential process consists of:

- A. Clinical evaluation regarding substance abuse/chemical dependency by a licensed behavioral health professional who meets the U.S. DOT credentialing criteria for SAP's.
- B. Compliance with any and all intervention recommendations issued by the SAP.
- C. A second clinical evaluation by the SAP.
- D. Completion of the return-to-duty testing described within this policy.
- E. Adherence to the follow-up testing prescribed by the SAP and described elsewhere in this policy.
- F. Compliance with any ongoing intervention and/or aftercare services mandated by the SAP.
- G. Written release to any current or future U.S. DOT-regulated EMPLOYER of any/all information regarding the SAP process and compliance with the SAP process that said EMPLOYER may require in order to assure compliance with U.S. DOT regulations.

Green Township is obligated to provide any CDL-holder who violates this policy with the name and phone number one or more individuals who the EMPLOYER, in good faith, believes to be qualified as a SAP. The EMPLOYER is under no obligation of any kind to:

- A. Pay for SAP services.
- B. Pay for any fees associated with complying with SAP intervention and/or aftercare recommendations.
- C. Pay for the cost of any additional testing associated with the return-to-duty and/or follow-up testing requirements set forth in this policy.
- D. Continue the employment of an employee who has violated this policy, even if the SAP process has been completed by said employee.

XI. Employee Assistance Program

Green Township has contracted with a full service Employee Assistance Program (EAP) via Life Management Systems. This program can be contacted at 1-800-733-0257 or (513) 551-1484. The EMPLOYER encourages any employee who may be abusing alcohol or other drugs to seek confidential assistance via the EAP prior to any violation of this policy. EAP participation will not prevent job action taken as a result of this policy. The EAP provides SAP services as well. Any current employee of Green Township can access the EAP confidentially and at no financial cost. The EAP is staffed by licensed

behavioral health professionals who can provide assessment, brief counseling, and assistance with referral to treatment services. The EAP does not provide chemical dependency treatment, nor is any provider of SAP services permitted by law to provide any chemical dependency intervention services recommended by the SAP of record. Please note as well that the EAP can be accessed for a variety of personal matters, not just drug and alcohol problems.

XII. Consequences for Violations of Policy

Employees who violate any provision of this policy will be immediately removed from duty and will be subject to disciplinary action, up to and including termination. In cases where termination results, said termination shall be documented as for cause and the employee in question shall be permanently ineligible for re-hire. In cases that do not result in immediate termination, complying with the SAP process as outlined above shall be a condition of continued employment. Green Township may, but is not obligated to, return an employee to non-DOT designated Safety-Sensitive duties prior to the completion of the SAP process as outlined in Section X. of this document.

XIII. Retention and Release of Testing and Employment Records

Green Township will retain the records of all tests performed and actions taken under this policy regarding each individual employee for as long as that employee remains employed by Green Township and for a period of 3 years following any separation of employment. Please note that drug/alcohol testing conducted in compliance with DOT regulations does not constitute a medical record, and shall not be treated as such. The EMPLOYER may be mandated by law to release said records to another EMPLOYER if, within three years of separation, a former employee applies for another DOT-regulated position with another EMPLOYER. Records regarding violations of DOT regulations, SAP evaluations, and follow-up testing requirements may also be subject to mandatory release. Records pursuant to DOT drug/alcohol rules shall be maintained in each employee's DOT file, separate from general employment records. Access to DOT files shall be limited to those personnel with a legitimate need to examine them and to individuals legally mandated to view them, such as auditors employed by the DOT and/or by future prospective EMPLOYERS.

XIV. Moving Violations and Other Vehicle-Related Criminal Activity

Part 383 of the U.S. Federal Register mandates specific penalties involving the loss of CDL privileges that may result from both the on and/or off-duty operation of both Commercial and/or private, non-commercial vehicles by CDL-holders who receive citations for various vehicular offenses while operating said vehicles. Offenses resulting in loss of CDL privileges, for varying durations, include conviction for DUI, reckless operation, use of a vehicle in commission of a felonious act, failing to stop at a railroad crossing, and most other moving violations. Employees of Green Township holding CDL's are required to notify the Township immediately upon conviction for any moving violation and will be removed as required by Federal law from all duties pursuant to these convictions.