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STATE EMPLOYMENT
RELATIONS BOARD

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GREEN TOWNSHIP, HAMILTON COUNTY, OHIO

AND

THE GREEN TOWNSHIP MAINTENANCE EMPLOYEES ASSOCIATION

EFFECTIVE DATE: July 1, 2012

TERMINATION DATE: June 30, 2015

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PREAMBLE

This Agreement made and entered into this 24th day of October, 2011, by and 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 forty hours, eight 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 eight (8) hours in any day or in excess of forty (40) hours in any week. Holidays for which an employee is paid shall be counted as part of the forty (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 one (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 eighty (80) hours of compensatory time. No employee who has accumulated eighty (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 forty (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 five (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 three (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 three (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 five (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 five (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 twenty (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 ten (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 ten (10) days from the receipt of the decision of the Administrator to the grievance, may appeal the grievance by filing written notice with the Green Township Clerk requesting a hearing before the Board of Trustees. The employee may be

represented at this step by an Association member representative. The grievance shall be heard by the Board of Trustees in Executive Session, within thirty (30) days after receipt of the notice of appeal. This time limit may be extended by agreement of the parties. 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 fifteen (15) working days after the hearing.

Step 5. If the grievance is not resolved in Step 4, the employee, within fourteen (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 thirty (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 nine (9) arbitrators. Beginning with the employee, the parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the remaining name and request from the FMCS another list of nine (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 thirty (30) days after the conclusion of testimony and argument or submission of final briefs.

The costs of the services of the arbitrator, the costs of the production of any evidence requested by the arbitrator, the fee of the arbitrator and any other expenses connected with the arbitration shall be borne equally by the employee and the 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 twelve (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 twelve (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 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 one (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 ninety (90) days.

Break in Service:

- A. Any employee who is re-employed by the Green Township Maintenance Department within one (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 one (1) year, except because of military leave.

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

- A. SWP (Sick with Pay): 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 one (1) day.
 3. Serious accidents, major or minor surgery, critical or sudden illness involving a member of the immediate family--up to one (1) day; however, additional leave may be granted by the Director of Public Services.
 4. Childbirth--the spouse shall receive one (1) day on the day the child is born, and one (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 two (2) weeks in advance of her expected date of departure. Employees experiencing unexpected emergencies will not be penalized for failure to give proper notification.
- D. Funeral Leave: 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--one (1) day.
- E. The 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 four (4) or more separate absences during the past twelve (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 three (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 two 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 Yrs - 9th Anniv.	4.6 Hours	15 Days	150 Hours
9 Yrs - 14th Anniv.	6.2 Hours	20 Days	200 Hours
14 Yrs - 17th Anniv.	7.7 Hours	25 Days	250 Hours
18 Yrs 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.

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.

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 twelve (12) months.
 - 3. The request for a leave of absence must be in writing from the employee outlining the reasons.
 - 4. On any approved leave of absence in excess of one (1) month, the employee shall pay 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 one (1) month. Vacation allowance is paid at the time of departure on the amount unused and accrued. Any sick days accumulated prior to the leave, 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 ninety (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 eight (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, 2012, 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:

Ten (10) years of service	One-Half percent (.5%) of his annual salary set out in Appendix A
Fifteen (15) years of service	Three-Quarters of a percent (.75%) of his annual salary set out in Appendix A
Twenty (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 thirty (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 fifteen (15%) percent of the cost to the township of single and family coverage, depending on the coverage chosen by the employee. 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 two (2) calendar years from the effective date of layoff;
- D. Is off the payroll for any other reason whatsoever, except military service for one (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 two (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, 2012. 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 \$600.00 per year 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 \$600.00 per year 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, 2009 would receive a \$150.00 clothing allowance at the time of hire, and \$150.00 each quarter thereafter until January 1, 2010, at which time the employee would qualify for the allowance of \$600.00 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 \$425.00 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 five (5) new tee-shirts and two (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 \$150.00. 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 \$150.00 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 employees 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 employees accrued bank of vacation time below sixty (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 three (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 three (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 ten (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 ten (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.

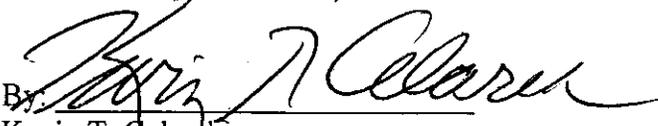
ARTICLE XXVIII. EXPIRATION

This Agreement shall be effective July 1, 2012, and shall terminate on June 30, 2015.

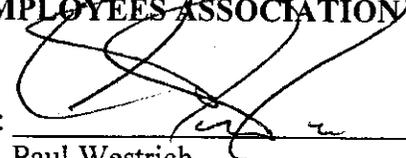
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 24th day of October, 2011.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 24th day of October, 2011

**GREEN TOWNSHIP
HAMILTON COUNTY, OHIO**

By: 
Kevin T. Celarek
Township Administrator

**GREEN TOWNSHIP MAINTENANCE
EMPLOYEES ASSOCIATION**

by: 
Paul Westrich

by: 
Eric Pelzer

APPENDIX A

ANNUAL RATES AND STEPS

<u>POSITION AND STEPS</u>	<u>ANNUAL RATES</u>		
	<u>2012</u>	<u>2013</u>	<u>2014</u>
Maintenance Worker	\$34,216.00	34,216.00	34,216.00
Road Maintenance Worker (Hired AFTER July 1, 2009)	\$32,997.00	32,997.00	32,997.00
Road Maintenance Worker			
Start	\$33,987.00	33,987.00	33,987.00
After 12 Months	\$36,481.00	36,481.00	36,481.00
After 24 Months	\$38,971.00	38,971.00	38,971.00
After 36 Months	\$41,465.00	41,465.00	41,465.00
Road Maintenance Worker / Operator (Hired AFTER July 1, 2009)			
Start	\$39,774.00	39,774.00	39,774.00
After 12 Months	\$43,421.00	43,421.00	43,421.00
After 24 Months	\$47,796.00	47,796.00	47,796.00
After 36 Months	\$50,720.00	50,720.00	50,720.00
Road Maintenance Worker / Operator			
Start	\$43,462.00	43,462.00	43,462.00
After 12 Months	\$47,448.00	47,448.00	47,448.00
After 24 Months	\$52,424.00	52,424.00	52,424.00
After 36 Months	\$55,423.00	55,423.00	55,423.00
Equipment Repair Worker			
Start	\$33,987.00	33,987.00	33,987.00
After 12 Months	\$36,481.00	36,481.00	36,481.00
After 24 Months	\$38,971.00	38,971.00	38,971.00
After 36 Months	\$41,465.00	41,465.00	41,465.00
Equipment Repair Worker I			
Start	\$44,660.00	44,660.00	44,660.00
After 12 Months	\$48,648.00	48,648.00	48,648.00
After 24 Months	\$53,639.00	53,639.00	53,639.00
After 36 Months	\$56,620.00	56,620.00	56,620.00

APPENDIX A

ANNUAL RATES AND STEPS

<u>POSITION AND STEPS</u>	<u>ANNUAL RATES</u>		
	<u>2012</u>	<u>2013</u>	<u>2014</u>
Equipment Repair Worker II			
Start	\$52,633.00	52,633.00	52,633.00
After 12 Months	\$55,512.00	55,512.00	55,512.00
After 24 Months	\$58,356.00	58,356.00	58,356.00
After 36 Months	\$61,234.00	61,234.00	61,234.00
Road Maint. Crew Chief	\$58,293.00	58,293.00	58,293.00
Parks Field Supervisor	\$60,691.00	60,691.00	60,691.00

APPENDIX B

SENIORITY LIST
MAINTENANCE DEPARTMENT EMPLOYEES

<u>EMPLOYEE</u>	<u>DATE OF EMPLOYEMENT</u>
Michael Boiman	4-24-79
John Shelton	12-12-83
Nicholas Forte	11-13-84
Eric Pelzer	8-8-94
Paul Westerich	2-26-96
Ronald Reckers	5-6-96
Glenn Caminiti	1-6-97
John Campolongo	3-31-97
Richard Veeneman	6-7-99
Daniel Walker	9-11-00
Keith Aker	1-2-02
Michael Upton	3-12-07
Jerome Elkins, Jr.	10-20-08
Daniel Peters	2-22-10
Andrew Ernst	11-8-10

DRUG FREE WORKPLACE POLICY
Green Township, Hamilton County, Ohio

I. STATEMENT OF POLICY

Green Township in Hamilton County, Ohio ("TOWNSHIP") believes that it is very important to provide a safe workplace for all of its employees. The TOWNSHIP is taking steps to address the societal problem of substance abuse that negatively affects every workplace, including ours. Our TOWNSHIP is concerned with the health and well being of all employees. Behaviors related to substance abuse can endanger all employees, not just substance users. Green Township does not condone and will not tolerate behaviors on the part of employees that relate to substance use, such as:

1. Use of illegal drugs or alcohol during work hours.
2. Misuse of alcohol. Under this policy, *alcohol* shall refer to any preparations, including medications, which contain alcohol.
3. Sale, purchase, transfer, trafficking, use or possession of any illegal drugs. Under this policy, *illegal drug* shall refer to any substance that is illegal to use and/or possess under Ohio and/or U.S. law, including any prescription drug that is used without benefit of a current, valid physician's prescription or in quantities exceeding the prescribed dosage.
4. Arrival or return to work with any detectable amount present in one's body of alcohol, illegal drugs or substances otherwise prohibited by this policy.

Management is committed to our Drug-Free Workplace (DFW) Policy which establishes clear guidelines for acceptable and unacceptable employee behavior for everyone in the workplace. We will not tolerate substance use in violation of this Policy and intend to hold everyone reasonably responsible for supporting the Policy.

This document (Policy) describes our TOWNSHIP's Drug-Free Workplace Program. Every employee is expected to read and understand it. There will be annual educational sessions to learn more about the Drug Free Workplace Program. Please see the TOWNSHIP's Drug Free Workplace Coordinator (Terri Schinkal) if you need further assistance in the program. If she is not available, the Department heads serve as her backup. The Policy applies to every employee (full-time, part-time, and seasonal), including management. The consequences stated in this Drug-Free Policy will apply to anyone who violates the Policy.

This policy shall become effective on July 1, 2006. At that time all current employees will be given a copy of the DFW policy. Each employee will be asked to read the policy. Employees shall be expected to have signed a statement acknowledging receipt and understanding of the policy. Any questions regarding this policy prior to or following its implementation are encouraged and should be directed to the TOWNSHIP's Drug Free Workplace Coordinator. New employees will be required to sign such a statement prior to beginning duty.

The TOWNSHIP holds all employees accountable in terms of substance use but also supports getting help for employees. Employees who come forward voluntarily to identify that they have a substance problem will receive TOWNSHIP support and assistance

and will be treated with the degree of confidentiality commensurate with any medical condition. However, this support will be extended only in cases free from any violations of this or other workplace policies and free from the commission of any criminal acts. If an employee tests positive for drug or alcohol use in violation of this policy, the TOWNSHIP reserves the right to initiate progressive discipline up to and including termination of employment for violation of this work rule. In no case will an admission of policy violation or an acknowledgement of an active substance abuse problem negate the requirement to complete a breath and/or urine test mandated by specifics of this policy. Employees whose jobs are subject to any special law, regulation, or unique agreement with one or more of the TOWNSHIP's services (ie. CDL) may face additional requirements in terms of substance use. Other consequences that may apply to any employee who violates this Policy are spelled out within this document.

Our policy covers five key parts of the TOWNSHIP's program. The five parts are:

- A written policy that clearly spells out the program rules and how everyone benefits.
- Annual substance awareness education for all employees.
- Annual training for supervisors regarding their responsibilities.
- Drug and alcohol testing.
- Employee Assistance

Terri Schinkal, Employee Services Specialist, shall serve as the TOWNSHIP's Drug Free Workplace Coordinator(s). Questions about this policy and/or inquiries regarding intervention resources may be directed to her.

II. U.S. DEPARTMENT OF TRANSPORTATION GOVERNED EMPLOYEES

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 DOT Drug and Alcohol policy, a separate document from this general policy.

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.

III. EMPLOYEE/SUPERVISOR EDUCATION & EMPLOYEE ASSISTANCE

All employees shall receive annually 2 hours of drug and alcohol education provided by an appropriately credentialed professional. This education will provide information on the health and safety impact of alcohol and other drug use, the nature of addiction, and how/where one can obtain intervention services if a problem exists.

All supervisory/management employees shall receive 4 hours of additional training in the first year of the policy, and 2 additional hours annually thereafter, regarding their roles, limitations, and obligations under this policy.

As stated above, the TOWNSHIP will support and assist, to the best of its abilities, any employee who comes forward and requests assistance with a substance abuse problem. The TOWNSHIP will maintain a formal Employee Assistance Program (EAP) which employees and/or their household family members may obtain at no cost; confidential assessments are conducted by licensed chemical dependency professionals. The EAP assists with referral to, but does not pay for, chemical dependency and substance abuse intervention services that may be recommended as a result of EAP assessment. While the TOWNSHIP shall bare the costs associated with assessment via the EAP, the TOWNSHIP shall bare no other potential costs, beyond those covered by existing healthcare benefits, associated with evaluation or treatment of substance abuse and/or chemical dependency disorders.

The EAP may be accessed without involvement of the TOWNSHIP or accessed via the TOWNSHIP's Drug Free Workplace Coordinator, who shall handle any such requests in a manner that is confidential as defined by current privacy laws. Requests for such information and/or referral to the EAP shall not negate any consequences resultant from previously occurring or future violations of this policy.

IV. SUBSTANCES TO BE TESTED FOR VIA URINE AND/OR BREATH COLLECTION

An alcohol breath test and a nine panel urine drug test will be required of all employees under the circumstances detailed in section IV of this policy. When testing is required, employees may be tested for the following potentially prohibited substances:

- Amphetamines (speed, uppers)
- Cocaine (including crack cocaine)
- Marijuana
- Opiates (codeine, heroin, morphine)
- Phencyclidine (PCP, "angel dust")
- Alcohol
- Barbiturates
- Benzodiazepines
- Methadone
- Propoxyphene
- Whether subject to specific testing or not, this policy also prohibits the presence in any on duty employee's body of any illegal drug, including an illegally obtained or inappropriately administered prescription drug.

V. WHEN WILL TESTING OCCUR?

Employees will be tested for the presence of drugs in the urine and/or alcohol on the breath under any and/or all of the conditions outlined below:

A. Post-Offer, Pre-Employment Drug Testing

As part of the TOWNSHIP's employment procedures, all applicants will be required to undergo a post-offer, pre-employment urine drug screen that is conducted by a contractor designated by the TOWNSHIP. Any offer of employment depends upon satisfactory completion of this screening, and under no circumstances will any newly hired employee report for duty of any kind until TOWNSHIP management has received a negative report of this urinalysis.

B. Reasonable Suspicion Testing

Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this Policy. Reasonable suspicion is not proof of policy violation and is not grounds for disciplinary action. It is rather grounds for taking investigatory action in the form of breath alcohol and urine drug testing. The suspicion will be documented in writing prior to the release of the test findings. A reasonable suspicion test may occur based on the following circumstances or other serious situations:

1. Specific behavior, observed by a supervisor, such as direct observation of apparent drug/alcohol use or possession and/or apparent physical symptoms of drug and/or alcohol use, that indicate an employee may have violated this policy;
2. A pattern of abnormal conduct or erratic behavior, observed and documented by a supervisor, that indicates an employee may have violated this policy;
3. Conviction for a drug-related offense. Employees must notify the TOWNSHIP, within five (5) working days, of any drug-related conviction;

Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, all managers/supervisors will be trained by a professional to recognize drug and alcohol-related signs and symptoms. All reasonable suspicion situations shall result in both breath alcohol and urine drug testing. Following determination of reasonable suspicion, the employee in question shall be removed from duty, pending the results of required testing.

When a reasonable suspicion test is required, transportation to the collection site and subsequently to the employee's home will be furnished by a TOWNSHIP supervisor. Under no circumstances will an employee be authorized to operate a motor vehicle in such a situation.

C. Post-Accident Testing

Post-accident testing will always consist of both a breath alcohol and urine drug screen. Post accident testing will be conducted whenever a workplace injury occurs that requires medical attention and/or is subject to a potential claim of Worker's Compensation. Post accident testing will also occur following any accident of any kind that involves a fatality, following any vehicular accident involving a TOWNSHIP owned vehicle, following any accident resulting in property damage of \$1,000 or more, and following any "near miss" event where an employee's actions could easily have resulted in one of the above results but did not purely due to good fortune. Employees should also be aware that a positive result on an alcohol and/or drug screen following a workplace injury may, under Ohio law, void the employee's ability to be compensated for the injury via the State Bureau of Worker's Compensation system.

D. Follow up Testing after Return-to-Duty from Assessment and/or Treatment

When an employee has previously tested positively for a prohibited substance and/or otherwise violated this policy, assuming the decision is made under a "second-chance" agreement as defined below to not terminate the employee, a negative urine drug screen is required before the employee will be allowed to return to work. The exact timing of this test will be dependent upon several variables, including the duration of intervention that precedes the return to duty and the input of any chemical dependency professional(s) involved in this intervention. If the employee obtains a positive result on this test or any future breath alcohol or urine drug screen, termination of employment may result.

E. Unannounced Follow-Up Testing

Any employee who returns to duty following a negative result from a Return-to-Duty urine drug screen as described above shall be subject to unannounced breath alcohol and/or urine drug screens at the discretion of management for a period of one year from the resumption of duty.

F. Random Testing

The TOWNSHIP shall contract with a third party administrator that shall be supplied with a current list of all TOWNSHIP employees, to be updated by the TOWNSHIP as needed. Periodically, this third party administrator shall randomly select employees from the total group currently employed by the TOWNSHIP, and those selected shall be required to submit to a urine drug screen and/or breath alcohol test as defined in Section III of this policy. At any given time, all current employees of the TOWNSHIP shall have an equal chance of being selected for random testing. Previous selection for random testing shall neither increase nor decrease the chances of being selected for random testing in the future. NOTE: Township employees that hold CDL's will be members of two separate random pools, both a DOT-specific pool and a TOWNSHIP-wide employee pool.

G. Timeliness of All Testing & Release of Testing Results

In any situation calling for breath alcohol and/or urine drug screening, testing is to occur immediately upon notification to the employee that testing is required. Any delay in testing, or any other conduct on the part of the employee in question that serves to interfere with the prompt, accurate completion of the testing process shall be treated as a violation of this policy commensurate with a positive test result.

In any situation calling for breath alcohol and/or urine drug testing as per this policy, the TOWNSHIP shall require the employee being tested to complete a release of information permitting the release of said testing results directly to the TOWNSHIP.

VI. SPECIMEN COLLECTION AND RESULTING PROCEDURES

The TOWNSHIP has contracted with Mercy Health Solutions to collect the urine and breath specimens mandated by this policy and to provide the Medical Review Officer (MRO) services pursuant to the oversight of this process. Urine specimens and breath testing will be conducted by trained collection personnel who meet U.S Department of Health and Human Services (HHS) standards for urine collection and breath alcohol testing. Confidentiality is required from our collection sites and labs. Specimen collection shall be subject to strict scrutiny by collection personnel so as to avoid any alteration or substitution of the specimen.

In all cases, there will only be one individual tested at a time. Failure to appear for testing when scheduled and/or any conduct that significantly impedes the timely and accurate completion of the testing process shall be considered refusal to participate in testing, and will subject an employee to the same range of disciplinary actions, including dismissal, as would a positive test, and an applicant to the cancellation of an offer of employment. An observed voiding of urine will only occur if there are grounds for suspecting manipulation of the testing process.

The standard of resulting employed is known as systems presence testing. If any prohibited substances are detected in a urine sample in excess of cut-off levels established by HHS, the test result will be positive. Cut-off levels insure that more than a trace amount of the substance in question is present.

Any blood alcohol level in excess of 0.02%, as measured by breath alcohol testing, shall constitute a positive test for alcohol and shall constitute a violation of this policy.

To ensure that every employee who is tested is treated fairly, the TOWNSHIP has contracted with Mercy Health Solutions to provide a Medical Review Officer ("MRO"). The MRO is a doctor with a specialized knowledge of substance abuse disorders and will be able to determine whether there are any valid reasons for the presence in the employee's system of the substance that was tested positive. The MRO shall be the sole authority as to the results of all testing.

An employee who adulterates, attempts to adulterate or substitutes a specimen or otherwise manipulates the testing process will be subject to the same range of discipline as will an employee who tests positively for a prohibited substance. A refusal to produce/provide a specimen is considered a positive test unless there is a verifiable medical reason, as established by the MRO, that the specimen could not be produced. A dilute negative test outcome will result in a notification by the TOWNSHIP to the tested employee of a required second collection, which shall occur immediately upon said notification, and analysis. A second dilute negative test in such a sequence shall be recorded as a negative test result.

An employee who tests positive under this Policy will be given an opportunity to explain the findings to the MRO prior to the issuance of a positive test result to the TOWNSHIP. Upon receipt of a confirmed positive finding, the MRO will attempt to contact the employee by telephone or in person. 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. A documented violation of our policy will have occurred. If the employee fails to contact the MRO as instructed within a reasonable amount of time, the MRO will issue a positive report to the TOWNSHIP. Upon successful notification of the employee or failure to contact the employee, the MRO will report positive findings to the Township Administrator or his/her designee.

All test results will be reported to the MRO prior to the results being issued to the TOWNSHIP. The MRO will receive a detailed report of the findings of the analysis from the testing

laboratory. Each substance tested for will be listed along with the results of the testing. The TOWNSHIP will receive a phone call and a summary report that will say/indicate if 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 HHS.

All records of drug/alcohol testing will be stored separately and apart from the employee's general personnel documents. These records shall be maintained under lock and key at all times. Access is limited to designated TOWNSHIP officials. The information contained in these files shall be utilized only to properly administer this policy and to provide to certifying agencies for review as required by law. Designated TOWNSHIP officials that shall have access to these records are charged with the responsibility of maintaining the confidentiality of these records.

Any employees tested under this Policy have the right to review and/or receive a copy of their own test results. An employee may request from the Drug-Free Coordinator, in writing, that a copy of the test be provided. 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, Return Receipt Requested.

VII. POSITIVE TEST RESULTS

The TOWNSHIP reserves the right to terminate any employee as the result of a violation of this policy. Employees who test positively for drugs and/or alcohol or who otherwise violate this policy will be immediately and indefinitely removed from duty. A violator of this policy may be permitted to remain employed and ultimately return to duty under a second-chance agreement. Return to duty under a second chance agreement will only occur after the following conditions have been met, in the following sequence:

1. The violating employee must be thoroughly evaluated by a qualified chemical dependency professional. This evaluation may be obtained at no cost to the employee via the TOWNSHIP's EAP.
2. The violating employee must facilitate release to the TOWNSHIP, in writing, of any/all intervention recommendations issued by the evaluating professional.
3. The violating employee must demonstrate, via written documentation, compliance with said intervention recommendations. All out of pocket costs associated with said compliance shall be the employee's responsibility.
4. The violating employee must obtain a negative result on a return-to-duty urine drug screen.
5. The violating employee must take unannounced urine drug and/or breath alcohol screens, at the TOWNSHIP's discretion, for a period of one year following any return to duty.

A second violation of this policy by an employee who has previously violated the policy shall result in termination.

VIII. TERMINATION NOTICES

In those cases where violation of this policy 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.