



LABOR AGREEMENT

BY AND BETWEEN

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

AND

FRATERNAL ORDER OF POLICE (FOP)

SERGEANTS

SERB No. 2019 -MED-09-0763

Effective January 1, 2020 through December 31, 2022

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ARTICLE 1
RECOGNITION

Section 1.1. This Agreement is entered into by and between the Goshen Township Board of Trustees, hereafter referred to as the "Employer" and the Fraternal Order of Police, hereafter referred to as the "FOP" or "Union."

The Employer recognizes the FOP as the sole and exclusive representative of all employees included in the bargaining unit described in the State Employment Relations Board's order in Case No. 2013-REP-07-0065, or as subsequently amended.

Section 1.2. Included employees are all full-time Sergeants.

Section 1.3. Employees excluded are all other Goshen Township employees.

ARTICLE 2
NON-DISCRIMINATION

The parties agree that their respective policies will not violate the rights or unlawfully discriminate against any person because of sex, race, age, national origin, disability, or military status.

ARTICLE 3
BULLETIN BOARDS

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

ARTICLE 4
UNION REPRESENTATION

Section 4.1. Following advance notice to the Chief of Police, representative(s) of the FOP shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the FOP representative shall identify himself/herself to the Employer or the Employer's designee.

Section 4.2. The Employer shall recognize no more than one (1) employee per shift, designated by the FOP, to act as FOP steward for the purposes of processing grievances in accordance with

the grievance procedure. The employees so designated shall be recognized as stewards as provided herein.

Section 4.3. The FOP shall provide to the Chief of Police/Township Administrator an official roster of all FOP stewards which is to be kept current at all times and shall include the following:

- A. Name
- B. Preferred method of contact
- C. Union office held

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

Section 4.4. The writing and investigating of grievances shall be on non-work time, except as permitted by the Employer or the Employer's designee.

Section 4.5. The FOP agrees that no steward or representative of the FOP either employee or non-employee of the Employer shall unduly interfere, interrupt, or disrupt the normal work duties of employees.

ARTICLE 5

DEDUCTION OF DUES

Section 5.1. Dues Deduction. The Employer agrees to deduct FOP membership dues and fair share fees in accordance with this article for all employees who become members of the FOP.

- A. The Employer agrees to deduct regular FOP membership dues once each pay period from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct FOP dues for the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.
- B. The Employer shall be relieved from making dues deductions upon an employee's: (1) termination of employment, (2) promotion to a job other than one covered by the bargaining unit, (3) layoff from work, (4) an unpaid leave of absence, or (5) written revocation of the dues deduction authorization in accordance with the terms of this Agreement.
- C. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, has failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP dues. Authorization for dues deductions shall be revocable upon written notice to the Employer from the employee.

- D. The rate at which dues are to be deducted shall be certified to the Township Fiscal Officer by the Treasurer of the FOP during January of each year. One (1) month advance notice must be given to the Fiscal Officer prior to making any changes in any employee's dues deductions.
- E. The Employer shall notify the FOP/OLC of any new hires within the bargaining unit. Such notification will be in writing to the FOP/OLC within thirty (30) days of their hire date.
- F. During the first pay period in January and July of each year, the Employer shall provide the FOP/OLC with a roster of all bargaining unit members. Additionally, should the Employer receive a notice from a bargaining unit member wishing to cease dues deductions and withdraw from FOP/OLC membership, the Employer shall notify the FOP/OLC in writing within seven (7) days of this request.

All dues collected shall be paid over by the Employer once each month to the FOP/OLC, 222 East Town Street, Columbus, Ohio 43215-4611.

Section 5.2. The parties agree the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of the FOP dues or fair share fees. The FOP hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the FOP, disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

ARTICLE 6 **MANAGEMENT RIGHTS**

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

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, promote, transfer, assign, evaluate, retain and hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted including the right to manage and

- determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
 6. Determine the size, composition, and adequacy of the work force;
 7. Determine the overall mission of the Employer as a unit of government;
 8. Effectively manage the work force;
 9. Take actions to carry out the mission of the public employer as a governmental unit.
 10. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management.

The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

Section 6.2. No Strike. Member(s) of the bargaining unit shall not for any reason, authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the Township. Any employee engaging in such activity described herein may be disciplined up to and including termination.

ARTICLE 7

RULES AND REGULATIONS

Section 7.1. The FOP recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, regulations, policies, and procedures consistent with the Employer's statutory authority. Work rules, regulations, and directives shall be interpreted and applied uniformly to all employees under similar circumstances.

Section 7.2. The Employer recognizes that no rules, regulations, policies, or procedures shall be established that are in violation of any express terms of this Agreement.

Section 7.3. The Employer agrees to discuss any changes of work rules or new work rules, regulations, policies, or procedures with the FOP, if the FOP so desires, through the labor Management Committee.

ARTICLE 8
SENIORITY

Section 8.1. "Seniority" shall accrue to all employees in accordance with the provisions of this article. Seniority, as defined in Section 8.2 of this article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 8.2. "Departmental seniority" shall be computed on the basis of uninterrupted length of continuous full-time service in the employ of the Goshen Township Police Department. Part-time service shall not contribute to the calculation of departmental seniority.

- A. The following situations shall not constitute a break in continuous service:
1. Absence while on approved paid leave of absence;
 2. Absence while on disability leave;
 3. Absence while on military leave; and
 4. A layoff of twelve (12) months duration or less.
- B. The following situations constitute breaks in continuous service for which seniority is lost:
1. Discharge or removal for cause;
 2. Retirement;
 3. Layoff for more than twelve (12) months;
 4. Failure to return to work following a recall from layoff;
 5. A resignation.
- C. Seniority is suspended when an employee is on unpaid leave of absence. Upon return from leave, the employee will be credited with their prior service balance.
- D. Seniority continues to accrue under the situations described in Section 8.2(A)(1) through (4) above.

Section 8.3. "Classification Seniority" shall be computed on the basis of the total time in an individual classification.

Section 8.4. An employee who is eligible to retire but wishes to continue employment with the Township may do so provided they meet the following terms and conditions:

- A. The employee must meet or exceed the OPERS (Ohio Public Employers' Retirement System) age and service eligibility requirements for a full, unreduced retirement. Employees who meet reduced eligibility requirements (aka "early" retirement) do not qualify for re-employment under the terms and conditions of this policy.
- B. Full retirements should be scheduled for the last day of a month. Re-employment may be offered as soon as the first day of the following month.
- C. The employee is to maintain their current job title and functions upon re-employment unless otherwise negotiated and approved by the Board of Trustees. A rehired employee may be eligible for promotions and assignment to different positions within the Township.
- D. Rehired employees are to carry-over accrued sick time and vacation balances, if any, and will continue to earn sick and vacation time based on years of service. There will be no payout of accrued balances until permanent retirement/separation from the Township.
- E. The rehired employee must forfeit his/her pension for two months in accordance with state law.
- F. Once the rehired employee receives his/her first pension check, the employee's base salary with Goshen Township will be reduced by 10% of their pre-re-employment base salary. A re-hired employee may be eligible for pay adjustments at the Board of Trustees discretion based on job performance, cost of living changes, and/or promotion/demotion.
- G. After the 8th year of re-employment under the terms and conditions of this policy, the employee must retire, resign, or otherwise separate from service with the Township.

ARTICLE 9
LAYOFF AND RECALL

Section 9.1. When the Employer determines that a long term layoff (more than 80 hours), or job abolishment is necessary for lack of work, re-organization, lack of funds, or other reason, the Employer shall notify the affected employee(s) fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment.

Section 9.2. The Employer shall determine in which classification(s) layoffs will occur. For purposes of this article, Sergeant is considered a separate classification. For purposes of this article, a Captain is a higher classification than a Sergeant, a Sergeant is a higher classification than a Corporal, a Corporal is a higher classification than a full-time Patrol Officer, and a full-time Patrol Officer is a higher classification than a part-time Patrol Officer. Within each classification employees shall be laid off in reverse order of departmental seniority, such that the employee with the least amount of departmental seniority shall be laid off first. For purposes of this article, "departmental seniority" means the amount of time an employee has been in full-time employment with the Goshen Township Police Department.

Section 9.3. Recall Rights/Qualifications. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees still on the recall list shall be recalled in the inverse order of their layoff per classification, provided they are qualified to perform the work in the classification to which they are recalled.

Section 9.4. Notice of Recall. Notice of recall from a layoff shall be sent to the employee by certified mail with a return receipt requested, to the last mailing address provided to the Employer by the employee.

Section 9.5. Response Period for Recall. In the case of a layoff, the recalled employee shall have five (5) calendar days following the date of receipt of the mailing of the recall notice to notify the Employer of the employee's intention to return to work, and shall have fourteen (14) calendar days following the date the notice of recall is received to report for duty, unless otherwise agreed by the parties.

Section 9.6. Bumping Rights. In the event of a layoff, Goshen Township Captains, Sergeants, Corporals, full-time Patrol Officers, and part-time Patrol Officers may bump into an open position in a classification below that of the laid off employee. If an employee is laid off and no open position exists in the classification immediately below that of the laid off employee, the laid off employee may displace the employee with the least amount of departmental seniority in the lower classification, provided the bumping employee has more departmental seniority than the employee they displace.

Section 9.7. If a bargaining unit employee is laid off from full-time or part-time employment with the Goshen Township Police Department, he or she may be placed in the Goshen Township Auxiliary Unit at the employee's discretion. The Employer shall maintain the laid off employee's law enforcement commission as long as the employee is in the Auxiliary Unit during the recall period, and as long as the employee is eligible to hold his or her law enforcement commission.

Section 9.8. Subcontracting. The Employer may subcontract the law enforcement duties currently performed by bargaining unit employees provided it gives the notice to employees set forth in Section 9.1 above, and provided it subcontracts all police enforcement functions of the Goshen Township Police Department that it can legally subcontract (i.e., it disbands the Police Department). The limitations on subcontracting referenced above do not restrict the functions of other departments/agencies that may have concurrent jurisdiction with Goshen Township, and they do not restrict the Employer from maintaining essential personnel for actions associated with the disbanding of the agency.

ARTICLE 10 **PERSONNEL FILES**

Section 10.1. It is recognized by the parties that the Township may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the Township. However, every member shall be allowed to review his or her personnel file at

a reasonable time upon request, and he or she may allow a Union representative to review his or her personnel file upon written authorization of the employee.

Section 10.2. If a bargaining unit employee has reason to believe that there are inaccuracies in his or her personnel file, the bargaining unit employee may write a memorandum to the Chief of Police or his designee explaining the alleged inaccuracy. Employees shall be permitted to add memoranda to their personnel file containing an employee's belief that other information in their personnel file is inaccurate or incomplete.

Section 10.3. To the extent permitted by law, the Employer shall notify a bargaining unit employee of the fact that his or her personnel file is being, or has been, requested pursuant to O.R.C. § 149.43, before the requested records are disclosed, either by personal contact, telephone call, or electronic mail. Nothing in this section requires acknowledgement of the employee before disclosure is made.

Section 10.4. Records of oral and written reprimands shall cease to have force and effect one (1) year from the date of issuance, provided no intervening discipline has occurred.

Records of suspension shall cease to have force and effect two (2) years from the date of issuance, provided no intervening discipline has occurred. In the event of intervening discipline, the intervening discipline will not reduce the retention period for prior discipline, and all active records of prior discipline shall remain in force and effect until the end of the retention period for the record of the most recent issuance of discipline.

The reprimands and suspensions that are no longer in force and effect shall be removed from the employee's personnel file upon request.

Section 10.5. The Employer shall make each employee's accrued vacation, sick leave, holiday comp time, and compensatory time balance easily accessible for review.

ARTICLE 11

GRIEVANCE PROCEDURE

Section 11.1. Definition. The word "grievance" as used in this Agreement means an allegation by the FOP or a non-probationary bargaining unit employee that there has been a breach, misinterpretation, or improper application of the provisions of this Agreement.

Section 11.2. Group Grievances. Where a group of bargaining unit members desires to file a grievance for a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member shall be selected to file the grievance, and each member who desires to be included in the grievance shall sign the one (1) grievance.

Section 11.3. Informal Adjustments. Nothing contained herein shall be construed as limiting the right of an employee with a grievance to discuss the matter informally with any appropriate representative of the Employer and having said matter informally adjusted.

Section 11.4. Grievance Contents/Information. All grievances shall contain the following information to be considered, and must be filed using the grievance form mutually agreed upon by both parties:

- A. Aggrieved employee's name and signature;
- B. Aggrieved employee's classification;
- C. The date the grievance was first discussed, and the name of the supervisor with whom the grievance was discussed;
- D. The date the grievance was filed in writing;
- E. The date and time the alleged grievance occurred;
- F. The location where the alleged grievance occurred;
- G. The names of all persons, in addition to the grievant, having knowledge of the incident or occurrence giving rise to the grievance;
- H. The specific article(s) and section(s) of the Agreement alleged to have been violated; and
- I. The desired remedy to resolve the grievance.

Section 11.5. For purposes of this article, a "day" shall be defined and shall mean calendar days excluding Saturdays, Sundays, or holidays as provided in this Agreement.

Section 11.6. Grievance Processing/Time Limits. Grievances must be processed at the proper step in order to be considered at subsequent steps. However, any grievance not answered by the Employer within the prescribed time limits shall be considered to have been answered in the negative and may be advanced to the next step in the grievance procedure. Failure of the Employer to answer a grievance within the prescribed time limits shall not be considered approval of the grievance or the granting of the relief sought. Any grievance may be withdrawn by the grievant at any point by submitting a written statement to that effect.

Section 11.7. Procedure. The parties mutually desire to provide for the prompt adjustment of grievances, with a minimum amount of interruption of the Employer's operations and services. Every responsible effort shall be made by the parties to effect resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: An employee with a grievance shall file a written grievance with the Chief of Police within fourteen (14) calendar days after the party filing the grievance knew, or should have known, of the occurrence giving rise to the grievance; otherwise, it shall be considered waived. The Chief shall meet with the employee and a Union representative, if the employee requests to meet and requests a representative, and respond in writing within fourteen (14) calendar days of receipt of the written grievance or within fourteen (14) calendar days of such meeting, whichever

is later. If the employee does not invoke Step 2 of this procedure within fourteen (14) calendar days after the Chief's reply at Step 1, the grievance shall be considered satisfactorily resolved.

Step 2: If the grievance is not resolved at Step 1, the Union may request the grievance be submitted to the Township Administrator, within fourteen (14) calendar days of receipt of the Chief of Police's Step 1 Response. Such request shall be made to the Chief of Police. The Township Administrator, or his designee, shall meet with the employee and a Union representative, if the employee requests to meet and requests a representative, and respond in writing within fourteen (14) calendar days of receipt of the written grievance or within fourteen (14) calendar days of such meeting, whichever is later. If the employee does not invoke Step 3 of this procedure within fourteen (14) calendar days after the Township Administrator or designee's reply at Step 2, the grievance shall be considered satisfactorily resolved.

Step 3: If the grievance is not resolved at Step 2, the Union may request the grievance be submitted to arbitration, subject to Section 11.8, within fourteen (14) calendar days of receipt of the Township Administrator or designee's Step 2 Response. Such request shall be made to the Chief of Police.

Section 11.8. Arbitrability. Any grievance not processed by the employee within the timelines specified herein shall be considered resolved based upon the Employer's last response, and shall therefore not be subject to appeal or arbitration. Grievances involving counseling or a verbal or written reprimand may be grieved through Step 1 of the grievance procedure and are not subject to arbitration.

Section 11.9. Arbitrator Selection. The arbitrator shall be selected from a panel list of nine (9) arbitrators with an Ohio business address, jointly requested from the American Arbitration Association (AAA) or other mutually agreeable arbitration service. The parties shall follow AAA rules for the selection of the arbitrator, unless an alternative procedure is mutually agreeable to both parties.

Section 11.10. Authority of the Arbitrator. The arbitrator shall limit decisions to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

- A. Contrary to or inconsistent with the terms of this Agreement or of applicable law;
- B. Establishing any new or different wage rates not negotiated as part of this Agreement;
- C. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date that the alleged injury first occurred, but no earlier than fourteen (14) calendar days prior to the filing of the grievance.

Section 11.11. Decision. The decision of the arbitrator shall be final and binding on the grievant, the FOP, and the Employer, subject to appeal as provided by Ohio law. The arbitrator shall be requested to issue a decision within thirty (30) calendar days after the conclusion of hearings or submission of final briefs.

Section 11.12. Fees/Expenses. The costs and fees of the arbitrator shall be borne equally by both parties. The expenses of any non-employee witness shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

ARTICLE 12 **DISCIPLINE**

Section 12.1. No employee shall be disciplined except for just cause.

Section 12.2. Forms of Discipline/Progressive Discipline. Except in instances in which an employee is charged with a serious offense, discipline will be applied in a progressive and corrective manner. Progressive discipline should take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. Discipline may include the following:

- A. Oral reprimand documents in the employee's personnel file;
- B. Written reprimand;
- C. Suspension;
- D. Demotion; or
- E. Termination.

Section 12.3. The Employer may take disciplinary action for actions occurring while the employee is on duty, or off-duty with a nexus to employment, or working under the colors of the Employer, or representing himself as an employee of the Goshen Township Police Department, or in instances where the employee's conduct violates his oath of office.

Section 12.4. Whenever the Employer determines that an employee's conduct may warrant a suspension, reduction in rank, termination, or any other action resulting in a loss of pay, a pre-disciplinary conference will be scheduled at which time the Employer shall give the employee an opportunity to offer an explanation of the alleged violation, and/or present evidence in his or her defense. Written notice of such conference may be mailed, emailed, or personally delivered to the employee at work. Such notices shall specify the time, date, and place of the conference. The employee may appear at this pre-disciplinary conference, with or without a representative, or the employee may waive a pre-disciplinary conference by filing a written waiver with the Township designee. The Employer shall provide a summary of charges, a list of witnesses it intends to examine at the hearing, and any written witness statements (those completed at the time such documents are provided), to the employee at least twenty-four (24) hours prior to the pre-disciplinary conference.

Section 12.5. It is understood by the parties that newly hired probationary employees may be disciplined or terminated, and have no appeal through the grievance procedure contained herein.

Section 12.6. Administrative Leave. When the Employer determines it is in the best interest of the Township, an employee may be placed on paid administrative leave pending the outcome of an investigation and/or disciplinary process. Any bargaining unit employee under indictment (or the functional equivalent of an indictment under any law other than the O.R.C.) for a felony who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. Such employee may use accrued but unused vacation, holiday, or other paid leave during such administrative leave. Any employee found guilty by the court of a felony may be summarily discharged. If the charges are reduced to a misdemeanor the employee may be subject to discipline pursuant to the terms of this Agreement. If the employee is found not guilty of the charges, or if charges are dropped, the employee may still be subject to discipline pursuant to the terms of this Agreement, but will be paid for lost straight time hours up to the date of such discipline, and shall have any vacation, holiday, and/or other paid time off that was used restored to the employee's credit.

The Employer shall continue to pay the employee's insurance premiums during the unpaid leave of absence. The employee shall continue to be responsible for the payment of the employee's portion of the insurance premium.

Section 12.7. An employee, other than the grievant and one (1) FOP Representative, shall not be paid for time spent in participating in any arbitration hearing, unless the employee is attending the hearing on work time (i.e., on a no-loss, no-gain basis).

ARTICLE 13 **PROBATIONARY PERIODS**

Section 13.1. Every newly hired employee (i.e., an employee who receives an appointment to a Sergeant position) will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A newly hired probationary employee may be terminated at any time during the employee's probationary period and shall have no appeal over such removal. If an employee receives an appointment to a full-time Sergeant position from a part-time Police Officer position, he or she may be terminated at any time during the probationary period, with no appeal rights, and shall not be entitled to return to his or her former part-time Police Officer position.

Section 13.2. A newly promoted employee, to Sergeant, within the bargaining unit will be required to successfully complete a probationary period for the promoted position. The probationary period for the newly promoted employee under this section shall begin on the effective date of the promotion and shall continue for a period of one (1) year. A newly promoted bargaining unit employee under this section may be returned to the employee's former position at any time during the probationary period.

ARTICLE 14
DRUG AND ALCOHOL TESTING

Section 14.1. Drug and alcohol testing may be conducted on employees prior to employment, pursuant to a random testing program, post-accident, or upon reasonable suspicion.

Section 14.2. Reasonable suspicion that an employee used or is using drugs or alcohol is based upon:

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
2. A pattern of abnormal conduct or erratic behavior;
3. Arrest or conviction for a drug- or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
4. Information provided by reliable and credible sources, or independently corroborated;
5. Evidence that an employee has tampered with a previous drug test; and
6. In the course of an authorized investigation of an accident or unsafe working practice.

Section 14.3. If an employee is ordered to submit to drug or alcohol testing based on reasonable suspicion or immediately following an accident, the Employer shall provide the employee with a brief written description of the circumstances surrounding the Employer's decision to order such testing within one (1) calendar week of the order to submit to the test. In the case of post-accident testing, documentation that an accident occurred shall be sufficient written description of the circumstances surrounding the order to submit to testing.

Section 14.4. In addition to the types of drug and alcohol testing the Employer is specifically entitled to conduct pursuant to Section 14.1, the Employer may also require an employee to submit to follow-up testing if an employee fails a prior drug or alcohol test. Follow-up testing may be required by the Employer prior to an employee's return to duty after a failed drug or alcohol test, and any time within one (1) year after an employee returns to work.

Section 14.5. All drug and alcohol testing shall be conducted at a medical facility or designated accredited testing facility. Test samples shall not be transported by employees of Goshen Township, under the provisions of this article. For purposes of this article, a positive alcohol test means an employee has at least two-hundredths of one percent (.02%) or more by weight per unit volume of alcohol in their blood, and a positive drug test means an employee has any amount of

a prohibited controlled substance (listed below) in their blood that the employee is not legally permitted to have in their body.

Prohibited controlled substances include the following drugs (or derivatives), at the levels such drugs are tested under the Department of Transportation (DOT) program for Commercial Driver's License (CDL) holders: amphetamines, cocaine, marijuana, opiates, and phencyclidine (PCP/angel dust), and acetylmorphine (6-AM) test for heroin. Prohibited controlled substances also may include other drugs of abuse (whether or not part of the DOT CDL program), including Barbiturates, Benzodiazepines, Methadone, Methaqualone, Propoxyphene, and "Ecstasy."

Section 14.6. Employees shall remain in paid status during post-accident testing, random testing, and reasonable suspicion testing. All drug and alcohol testing shall be conducted at the Employer's expense, except for a return-to-duty test, or unless such drug or alcohol testing is initiated by the employee.

Section 14.7. The results of drug or alcohol testing, obtained pursuant to this article, shall be used solely for administrative purposes and shall not be used in criminal proceedings, unless such results are ordered/subpoenaed by a court of competent jurisdiction or other governmental agency. Under no circumstances may the results of drug screening or testing be released to a third party for use in a criminal prosecution against the affected employee, unless such results are ordered/subpoenaed by a court of competent jurisdiction or other governmental agency.

Section 14.8. An employee convicted of an OVI or a reduced charge to an OVI may be terminated by the employer.

ARTICLE 15

LABOR/MANAGEMENT COMMITTEE

Section 15.1. In the interest of sound labor/management relations, the parties agree to meet at agreeable dates and times for the purpose of discussing those issues outlined herein. Normally, meetings held pursuant to this article will occur no more frequently than once every four (4) months, unless matters of an urgent nature (i.e., serious safety issues) require immediate attention.

Section 15.2. The party requesting the meeting shall furnish an agenda and the names of the employees who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include but not be limited to the items listed below:

- A. Discuss the administration of this Agreement.
- B. Notify the FOP of material changes made by the Employer which may affect bargaining unit members.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.

- D. Disseminate general information of interest to the parties.
- E. Give the FOP representative the opportunity to share the view of its members and/or make suggestions on subjects of interest to its members.
- F. Discuss ways to improve efficiency and work performance.
- G. Consider and discuss health, safety, training, safe work practices and methods, equipment, tools, and facilities.
- H. Review all health and safety complaints and make recommendations for corrective action.
- I. Consider recommendations for changes from the Employer or the FOP in policies, operating procedures, rules, or regulations.

ARTICLE 16
HEALTH AND SAFETY

Section 16.1. The Employer and the FOP agree that the safety and welfare of all employees are matters of the highest importance, and each will cooperate in an effort to prevent injury. The FOP agrees that careful observance of safe working practices and the Employer's safety rules is a primary duty of all employees.

Section 16.2. The Employer will make every reasonable effort to maintain all equipment and facilities in a safe and healthful condition. No bargaining unit member will be required to exercise his duties with unsafe equipment. Reports of unsafe equipment shall be presented to the immediate supervisor. The supervisor will make a determination as to whether the equipment can safely perform the function for which it was intended. Any grievance over safety and welfare issues shall be initiated at Step 1 of the grievance procedure.

Section 16.3. The Township will provide an inoculation for prevention of Hepatitis Type B upon request of the bargaining unit employee in writing. The Township will also provide flu, TB, and tetanus as needed upon request of the bargaining unit employee in writing.

Section 16.4. The Township will maintain an infection control plan for employees, and will provide, upon request, within a reasonable time, a test for any employee that has been exposed to a serious infectious disease, such as HIV/AIDS, meningitis, etc., while performing his/her official duties. The Township will pay any legitimate cost for the test not covered by medical insurance or Workers' Compensation.

ARTICLE 17
HOURS OF WORK AND OVERTIME

Section 17.1. The standard work period for bargaining members covered under this Agreement shall be eighty-four (84) hours in a two (2) week work period. Except for Roll Call as described

in 17.5, any hours worked outside an employee's regularly scheduled shift or over eighty-four (84) hours in a two (2) week period shall be paid at the rate of time and one-half (1.5) times the regular rate of pay. A standard work period is 0600 Sunday to 0600 the Sunday occurring fourteen (14) days later. Any overtime must be approved by the employee's supervisor.

Section 17.2. Short days have been eliminated resulting in an (84) hour work period. Sergeants who are scheduled (84) hours in a work period shall receive one and one-half (1-1/2) hours overtime pay in place of their short-days.

Section 17.3. Sergeants assigned to Road Patrol shall either work "Day Shift," which is regularly scheduled between 0600 and 1800, or "Night Shift," which is regularly scheduled between 1800 and 0600 (except as outlined in 17.5). An assignment to "Day Shift" or "Night Shift" shall be consistent. The Employer may change a bargaining unit member's shift after providing two (2) weeks advance notice and such changes shall not occur more than twice annually, unless by mutual agreement of the parties.

The Employer shall schedule and notify all bargaining unit members of their schedule for each work period before each work period begins, except that, work days and work hours may be modified before or during the work period to accommodate operational needs. Operational needs may include meetings, training, public relations, investigations, administrative duties, acting chief assignment, special assignment, road patrol vacancy coverage, and/or transitional or desk duty.

In addition to the above, in the event the parties mutually agree, a road patrol supervisor may be temporarily or regularly assigned to an eight (8) or ten (10) hour shift with regular scheduled hours of work, days of work and days off. Additionally, the parties may mutually agree to a temporary or regular twelve (12) hour shift with days and hours different than those outlined above.

Sergeants who are not assigned to Road Patrol work days and hours shall be scheduled to a shift as determined by the Chief of Police.

Section 17.4. A bargaining unit member assigned to a special assignment such as the Clermont County Narcotics Unit or other task force or special assignment, whether temporary or permanent, shall work a standard work period of eighty-four (84) hours per work period, compensated as described in 17.2. He or she shall be scheduled to a shift as determined by the Chief of Police and may be required to flex hours to avoid overtime.

Section 17.5. Sergeants may be required by the Chief of Police to hold a .25 hour (quarter-hour) "Roll Call" at the end of the supervisors 8 to 12 hour shift, resulting in an extra .25 hour worked. A 'Roll Call' for purposes of this article is a shift briefing of the oncoming shift which could include passing along officer safety information, delegation of responsibilities and assignments, conduct inspections, outline or relay expectations, training, counsel employees, and/or handle any other employee or supervisory matters. The .25 hour per shift for "Roll Call," will result in one (1) hour of overtime pay per work period in addition to section 17.2, provided the supervisor held at-least three (3) Roll Calls in that work period. A supervisor will not be required to hold

more than seven (7) Roll Calls in a single work period. If a supervisor does not hold (3) "Roll Calls" in a work period, the supervisor will not receive any 'Roll Call' overtime. The Employer may suspend "Roll Calls" provided that such suspension begins before a work period and does not resume again until after the work period.

Section 17.6. The Township reserves the right to require any or all employees to work overtime when the operational needs of the Department require it.

Section 17.7. Time will be calculated in the following increments: 5 min thru 15 min = 15 minutes, 16 min thru 30 min = 30 minutes, 31 min thru 45 min = 45 minutes, 46 min thru 60 min = 1 hour rate.

Section 17.8. Employees that are owed pay at the overtime rate may receive compensatory time in lieu of receiving overtime pay, at the rate of one and one-half (1.5) hours of compensatory time for every hour of overtime worked, at the employee's option.

Section 17.9. If an employee wishes to take time off using compensatory time, they must follow the vacation request guidelines in Article 21, "Vacation." Compensatory time shall not be scheduled without the employee's consent. Employees shall not be permitted to carry a compensatory time balance in excess of 100 hours. Employees must receive pay for all overtime hours worked while the employee has 100 hours of accrued and unused compensatory time. Employees shall be permitted to sell back any accrued, unused compensatory time at the employee's option.

Section 17.10. Special Details. For purposes of this agreement, "Special Details" refers to any law enforcement work administered by Goshen Township or paid for by Goshen Township that is outside the regular hours and duties of the bargaining unit members. Bargaining unit members shall be given the opportunity to work all special details before auxiliary officers are assigned to work the special details. If a bargaining unit employee is selected and assigned to a Special Detail, he or she must work the Special Detail, unless approved by a supervisor to find a suitable replacement for the detail.

Section 17.11. Call-In Pay. If a bargaining unit employee is called in on an emergency basis he/she will be entitled to a minimum of two (2) hours for the call-in (or any additional call-ins occurring in the two (2) hour period). Such employee may be required to perform regularly assigned duties when called in on an emergency basis.

Section 17.12. Court Time Pay. An employee who is required to attend court in performance of his duties outside his scheduled work hours shall receive a minimum of two (2) hours at the overtime rate of time and one-half (1.5), or receive time and one-half (1.5) pay for all time actually spent at such appearance, whichever is greater. Attendance at court which abuts the workday will be considered regular overtime and not subject to the minimum.

Section 17.13. Service calls permitting, an employee who resides in Goshen Township and who is on duty during election day, may go to the polls, in Goshen Township to vote. If, while waiting to vote, a service call is dispatched, the employee shall promptly respond to that call.

ARTICLE 18
MILITARY LEAVE

Bargaining unit employees shall be granted military leave in accordance with state and federal law.

ARTICLE 19
SICK LEAVE AND FUNERAL LEAVE

Section 19.1. Accrual. Full-time employees shall accrue sick leave credit at the rate of ten (10) hours for each month in active pay status, not to exceed one hundred twenty (120) hours accumulation per year.

Section 19.2. Service for sick leave credit includes all hours in active pay status, including hours worked, paid vacation, paid sick leave, compensatory time, and holidays, but not workers compensation/injury leave, unpaid leave, suspension, or layoff. The sick leave accrual rate shall not be increased above ten (10) hours per month based on the number of overtime hours worked during each month.

Section 19.3. Usage. Sick leave will be granted to an employee for the following reasons, so long as the employee follows the request procedure and is eligible to take the leave:

- A. Illness, injury or pregnancy-related health condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Illness or injury of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member. Employees may use sick time if an immediate family member is hospitalized.
- D. Medical appointments for the employee. Whenever possible, medical appointments shall be scheduled in such a way so as not to interfere with work. However, when the medical office has no availability during the days/hours that the employee is or will be on time off, and such an appointment must be made during working hours, two (2) hours of paid sick leave may be granted in the event this is the only time the appointment can be made. Employees may use any other accrued paid leave or unpaid leave in the event the employee needs more than two (2) hours.

- E. Employees may use a minimum of four (4) weeks of sick leave for the birth of a child, regardless of the employee's entitlement to use sick leave pursuant to any other provision contained herein.
- F. Personal leave up to twenty-four (24) hours per year. This time will be deducted from the employee's accrued sick leave bank when used. This time may be used for personal use. Employees must submit a written request in advance of use.

Section 19.4. Immediate Family Defined. Immediate family for purposes of this article means an employee's spouse, children, parents, brother, sister, mother-in-law, father-in-law.

Section 19.5. Notification. When an employee is unable to report to work due to illness or injury, the employee shall notify the Employer at least two (2) hours before the employee is scheduled to work, unless circumstances beyond the employee's control prevent such notice. An employee who expects to be on extended sick leave must notify the Employer of a probable return to work date.

Section 19.6. Documentation. If the employee has used a hospital, clinic, doctor, dentist, psychologist, optician, or other licensed medical practitioner, the Employer will require the employee to provide proof from the hospital, clinic, doctor, etc., that the employee was examined, that the employee cannot work, or that the employee must take care of a member of the employee's immediate family, or certifying the employee's ability to return to work and perform the essential functions of their position. An employee absent on sick leave for more than two (2) consecutive workdays shall submit documentation from a licensed physician stating the nature of the illness.

After the third incident of sick absence occurs during a calendar year, a doctor's note will be required for all new incidents.

Section 19.7. Abuse of Sick Leave. Abuse of sick leave may be sufficient cause for discipline under the appropriate circumstances.

Section 19.8. Fitness for Duty. If the Employer has a reasonable basis for believing that an employee is not mentally or physically capable of performing the essential functions of the employee's position, or poses a threat to the employee or others, the Employer may order an examination by a qualified medical professional, at the Employer's expense. If the opinion of the employee's personal physician conflicts with the opinion of the Employer's physician, the Union and the Employer shall mutually select a third physician to render an opinion regarding the employee's fitness for duty, at the Employer's expense. The opinion of the third physician will be accepted by both parties as final and binding.

Section 19.9. Sick Leave Increments. Approved sick leave shall be charged to employees in one (1) hour increments. An employee must comply with all rules and regulations on sick leave in order to receive sick leave pay. Falsification of sick leave documents will be grounds for disciplinary action, under appropriate circumstances.

Section 19.10. Severance Payment.

- A. Any full-time bargaining unit employee with accumulated sick leave to his or her credit, who (1) dies or retires from Township employment and is eligible at the time of his or her separation from employment to receive service retirement benefits; and (2) has ten (10) or more years of service with the state, any political subdivision, or any combination thereof; may be paid at the time of retirement upon request for fifty percent (50%) of the employee's accumulated sick leave at his or her hourly rate, pursuant to the formula below, or he may retain such sick leave balance for transfer to another jurisdiction.

Payments authorized by this section shall be limited to a maximum sick leave accumulation of 480 hours (50% of 480 = 240 maximum hours payable). The aggregate value of accrued but unused sick leave credit that is paid shall not exceed, for all payments, the value of 240 hours of accrued but unused sick leave.

Employees whose separation from the Township's services is the result of resignation or dismissal proceedings shall not be eligible for payment for accumulated sick leave under this provision.

- B. Any full-time bargaining unit employee with accumulated sick leave to his or her credit, who (1) dies or retires from Township employment and is eligible at the time of his or her separation from employment to receive service retirement benefits; and (2) has twenty (20) or more years of service with the state, any political subdivision, or any combination thereof; may be paid at the time of retirement upon request for one hundred percent (100%) of the employee's accumulated sick leave at his or her hourly rate, pursuant to the formula below, or he may retain such sick leave balance for transfer to another jurisdiction.

Payments authorized by this section shall be limited to a maximum sick leave accumulation of 480 hours (100% of 480 = 480 maximum hours payable). The aggregate value of accrued but unused sick leave credit that is paid shall not exceed, for all payments, the value of 480 hours of accrued but unused sick leave.

Employees whose separation from the Township's services is the result of resignation or dismissal proceedings shall not be eligible for payment for accumulated sick leave under this provision.

- C. Retirement for purposes of this labor agreement, and specifically for this section, shall be defined as an employee being qualified and actually retiring under PERS with an Age & Service retirement.

Section 19.11. The Employer, in its discretion, may provide transitional duty assignments to bargaining unit employees who have incurred an on-the-job injury or illness. Such transitional duty assignment will be provided pursuant to Township policy. During a transitional duty assignment, the employee's hours and days of work will be at the discretion of the employer.

Section 19.12. Funeral Leave. Twenty-four (24) hours of paid funeral leave, charged against accumulated sick leave, shall be granted when a death in the family occurs. Family for purposes of funeral leave shall include the employee's parents, spouse, child, brother, sister, guardian, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law or grandchildren.

Additional funeral leave or funeral leave for individuals not otherwise identified in this section may be granted upon request, with the approval of the Chief of Police. Funeral leave in excess of twenty-four (24) hours, or for individuals otherwise approved, shall be charged against accumulated sick leave.

Section 19.13. Family and Medical Leave. An employee's available paid sick leave, vacation, and other paid leave must be used concurrently with the Family and Medical Leave, so long as the employee is eligible to use such paid leave.

Section 19.14. No employee may collect payment from the employer for sickness or injury if he or she is receiving Worker's Compensation for the same purpose.

Section 19.15. Bonus for not using Sick Leave. An employee who does not use any sick leave (excluding personal leave) for one-hundred (120) consecutive days, shall receive a \$150.00 bonus. The (120) consecutive day period begins the first day following the last incident of sick usage and ends (120) days later.

Section 19.16. Death in the line-of-duty. An employee who is killed or otherwise dies in the line-of-duty (excluding self-inflicted), or as a result of a line-of-duty injury or illness, will have funeral related expenses paid up to \$10,000 by the employer. Additionally, the next-of-kin will receive payment of all of the employee's unused vacation, compensatory, holiday comp time, and sick time at the employee's normal hourly rate. A badge of the employee will be given to the next-of-kin. The employee may be buried in full uniform, excluding duty belt and weapons, upon request of the family.

Section 19.17 Donation of Sick-Time. Individual members with at-least 200 hours of accrued sick leave may donate up to 40 hours of sick leave to any other full-time police employee who is sick or injured and has used all of their sick time and other leaves. Such a donation by an employee to a specific individual may occur no more than once per calendar year.

ARTICLE 20 **HOLIDAYS**

Section 20.1. Holiday Pay. Except as outlined in this article, in addition to any payments made pursuant to Section 20.2, full-time employees in the bargaining unit shall receive eight (8), ten (10), or twelve (12) hours holiday pay depending on the length of the employee's regularly scheduled shift, for the following holidays, provided that the employee has at least six (6) months of full-time service prior to the month such holiday occurs:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Section 20.2. Rate of Pay for Holiday Work/Eligibility. Bargaining unit employees who work on any holiday listed in the Holidays article of this Agreement (a holiday being defined as 0600 hours the day of the actual holiday to 0559 on the day after the actual holiday) shall receive one and one-half (1½) times their regular rate of pay, provided the employee worked or was in active pay status the scheduled workday before the holiday and the scheduled workday after the holiday.

Section 20.3. The Chief of Police may schedule part-time personnel on holidays before scheduling full-time employees.

Section 20.4. Holiday pay described in Section 20.1, above, will be paid on the employee's regular paycheck for the pay period encompassing the holiday.

Section 20.5. Bargaining unit employees who use sick time (excluding personal days) the day before a holiday, on a holiday, or the day after a holiday shall not receive holiday pay as outlined in 20.1. The bargaining unit employee shall still receive time and a half for any part of a holiday worked as outlined in 20.2.

Section 20.6. In lieu of Holiday pay as outlined in 20.1, an employee may choose to accrue "Holiday Comp Time." An employee may not have a combined balance exceeding 100 hours of Comp Time (Section 17.9) and Holiday Comp Time. The same guidelines outlined in Section 17.9 apply to this Section.

ARTICLE 21 **VACATION**

Section 21.1. Accrual. Full-time employees are entitled to vacation pay after six (6) months of continuous full-time service with the Employer. The amount of paid vacation leave an employee is entitled to receive is based upon Service Credit as outlined in Section 21.6.

<u>Length of Service</u>	<u>Vacation</u>
Less than six (6) months	None
Starting with six (6) months through year one (1)	52 hours
Starting with the second (2nd) year through five (5) years	88 hours
Starting with the sixth (6th) year through ten (10) years	130 hours
Starting with the eleventh (11th) year through twenty-five (25) years	172 hours
Starting with the twenty-sixth (26th) year	214 hours

Such vacation leave shall accrue to the eligible employee on the completion of the first year of service. Thereafter, it shall be credited to the employee on January 1st according to the number of years of service on that date.

Section 21.2. Vacation Service Credit. Vacation leave credits are not earned and shall not be credited during any time an employee is not in active pay status. For purposes of earning vacation leave credits, “active pay status” shall include all hours for which an employee receives pay, up to forty (40) hours per week, including actual hours worked, paid sick leave, vacation, holidays, compensatory time, and paid administrative leave.

Section 21.3. Maximum Accrual and Cash Out. Vacation leave shall be taken by an employee between the year in which it was accrued and the next calendar year. An employee may carryover eighty (80) hours of accrued vacation leave to the following year. Eligible employees who reach Age and Service retirement through PERS, and who have ten (10) years of continuous service with the Township, may cash out vacation pursuant to the Township’s policy.

Section 21.4. Recall from Vacation/Leave. Employees on vacation may be recalled to duty for situations covered under Article 30 (Emergency Waiver).

When operational needs necessitate, employees on other types of leave (comp, holiday comp, personal) may be recalled to duty with at-least three (3) days’ notice, unless exigent circumstances exist.

Section 21.5. Requests/Approval.

Requests for vacation leave during a calendar year may be submitted in writing between November 1 and December 31 of the preceding year in accordance with the request procedure established by the Employer. Any request for vacation for the following year made by December 31, and made with at least fourteen (14) days advance notice, will be approved and scheduled in accordance with the work load requirements of the Employer on the basis of seniority.

Beginning January 1 of each year, vacation requests, comp time requests, personal day requests, and holiday comp time requests, will be approved and scheduled in accordance with the work load requirements of the Employer on a first-come, first-served basis, but shall not be unreasonably denied. The bargaining unit and the employer mutually recognize the importance of maintaining two road patrol officers on-duty for community and officer safety, therefore, any time off request that would result in one road patrol officer on-duty may be denied. Additionally,

special details, investigations, and community events may require additional staffing, therefore, the employer may deny time off requests that would interfere with those activities. If two (2) or more employees request vacation leave simultaneously, and the Employer is not able to grant vacation leave to all those making such requests, the employee with the greatest seniority will be granted such request.

Section 21.6. Service Credit. For this article, service credit means time in the full-time service of Goshen Township, and includes all prior full-time service with another township, city, village, and/or state agency, in the State of Ohio. Service credit shall not accrue during periods of suspension, layoffs, or any other unpaid time.

ARTICLE 22 **UNPAID LEAVES OF ABSENCE**

Section 22.1. The authorization of an unpaid leave of absence, not otherwise mandated by law, is a matter of administrative discretion. The Employer, in each individual case, will decide if a leave of absence is to be granted. The granting of a leave of absence shall not be considered precedent for a grievance based on the denial of another leave of absence.

Section 22.2. Except in a case of emergency, an employee should request an unpaid leave of absence at least thirty (30) days in advance. Unpaid leaves of absence will not exceed six (6) months in duration.

Section 22.3. An employee may only use an unpaid leave of absence for the reason which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work or may discipline the employee, up to and including discharge. An employee may not use an unpaid leave of absence to look for or work at another job.

Section 22.4. An employee may not return from an unpaid leave of absence before the time granted for the leave expires without the permission of the Employer. If an employee fails to return from an unpaid leave upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment, and the employee may be removed.

Section 22.5. The Employer will place an employee returning from an unpaid leave in the same or similar classification from which the employee took leave, provided the employee remains qualified to perform the job. If such classification(s) no longer exist, the Employer will treat the employee as if the employee were laid off from the classification.

Section 22.6. An employee, while on leave without pay, does not earn sick leave or vacation time, nor do they receive holiday pay or other accrued, paid benefits.

ARTICLE 23 **INSURANCE**

Section 23.1. The Employer shall make available to all full-time bargaining unit employees the same comprehensive major medical/hospitalization health care and ancillary insurance coverage (e.g., dental, vision, etc.) as selected and approved by the Board for non-bargaining unit employees. The Employer will select carriers, providers, and otherwise determine the methods and levels of coverage, which may be subject to change. The participating employee may select coverage (i.e., single, two-party, family, etc.) subject to the plan offerings. The parties acknowledge that carrier changes may be necessary during the life of the agreement to maintain cost competitiveness, and if, during the life of this agreement, it becomes necessary to change carriers, the Employer will notify the FOP in advance of such action. All employees eligible to participate in the Employer's plan(s) are subject to the requirements of the respective plan.

ARTICLE 24 **WAGES**

Section 24.1. For year 2020, Sergeants shall be compensated at-least 8% above a full-time senior (top base pay Road Patrol) Goshen police officer. The annualized pay levels for Sergeants shall be as follows except; in the event that a senior (top base pay Road Patrol) Goshen police officer receives a pay increase, including lump sum, that reduces the annual base pay of the Sergeant below the 8% separation, the Sergeants pay shall increase on the same date to ensure a 8% pay separation.

For year, 2021, the pay separation, as explained above, shall be 9% and for year 2022, the pay separation, as explained above, shall be 10%.

Section 24.2. The listing of annual salaries is not a guarantee of annual earnings, but is shown only as the basis for calculating hourly and overtime rates of pay. The hourly rate for all purposes except the computation of overtime is determined by dividing the salary by two thousand eighty (2080).

Section 24.3. Employees are not entitled to pay or any other form of reimbursement when called or texted at home or on their cell phone during time off. Employees are not entitled to any form of reimbursement for work related use of their cell phone while on-duty or off.

Section 24.4. Employees assigned to Detective, when the position is not considered temporary, shall receive an additional seventy-five (.75) cents per hour added onto his/her base salary. This additional compensation is for the off-duty "on-call" responsibilities of the position, as well as allowing for a Detective to purchase suits/ties or other approved clothing apparel. Upon permanent re-assignment to a position other than detective, the bargaining unit member shall no longer receive detective pay. The Chief of Police may remove a temporary or permanent Detective from the position of Detective at his/her discretion.

Section 24.5. Any officer(s) whose temporary duty assignment is that of Field Training Officer (FTO), and who has completed an FTO training course, shall be paid \$1.00 per hour for each hour in the performance of FTO duties.

ARTICLE 25 **UNIFORMS AND EQUIPMENT**

Section 25.1. The Employer will furnish upon employment and/or issue bargaining unit employees all necessary uniforms and equipment required by the Employer, except that detective's shall purchase their own suits/ties. Employee uniforms and equipment shall be replaced by the Employer when the Employer determines a replacement is needed (footwear is subject to the restrictions below). Only footwear (shoes/boots) approved by the Department shall be worn when on duty. The Department will provide each bargaining unit employee with one (1) pair of Employer-selected shoes/boots, unless the bargaining unit employee wishes to purchase his or her own authorized substitute. The Chief must authorize boot/shoe styles, other than those the Employer selects. If a bargaining unit employee wishes to purchase a substitute pair of shoes/boots, he or she must obtain prior approval for such purchase, and such substitute purchase shall be of the same style and color as the footwear normally provided. If the substitute purchase is authorized, the bargaining unit employee shall be reimbursed for the amount of the substitute, up to a maximum of one hundred dollars (\$100.00). Department issue footwear and reimbursed footwear shall only be worn in conjunction with Department activities. The reimbursement for substitute footwear shall only occur as needed, but no more than one (1) time per year. Department-issued boots/shoes shall be replaced as needed.

Section 25.2. All uniforms and equipment furnished and/or issued by the Employer are the property of the Employer and shall, upon termination of employment with the Employer, be returned in the condition issued, allowing for reasonable wear and tear, prior to the issuance of final compensation to the employee. New employees will be provided a complete uniform and equipment set, subject to the restrictions in Section 25.1 regarding footwear. Any issued item which is lost through negligence by an employee shall either be replaced or paid for at current market value by the employee.

Section 25.3. Upon full PERS retirement (other than psychological), employees shall be presented with the badge worn during service to the community, department patch, department ID, rank insignia and name plate. Additionally employees will be provided with the one complete uniform excluding duty belt. Provided the employee has served Goshen Township Police Department for a minimum of ten years, the department will also provide the sidearm most recently issued by the department.

Section 25.4. In the event that personal property is damaged in the line of duty by a suspect, the department will reimburse the employee up to a fair-market-value of \$200.00 for repair or replacement of the item. The employee is required to seek restitution from the suspect for Goshen Township Police.

ARTICLE 26
SHIFT TRADES

Section 26.1. Employees may be permitted to trade shifts, provided:

- A. A substitution may be granted with the prior approval of the highest shift supervisor on duty at the time of the requesting employee's notice, except in the case of a promoted rank, where prior approval must be made by the Police Chief or designee.
- B. The approval of a shift trade request shall be subject to the discretion of the Employer based upon the operational needs of the Department. It is agreed that requests for trades shall not be arbitrarily denied.
- C. Notice of substitution shall be made by the employee regularly scheduled for the shift at least two (2) hours prior to the commencement of the shift for which the substitution is to be effective, except cases of emergency when such notification can be made by phone. The Captain or Police Chief shall be notified by the approving supervisor of all duty trades prior to the commencement of the tour.

Section 26.2. All shift trades shall occur within the same pay period.

ARTICLE 27
TRAINING AND EDUCATION

Section 27.1. The Employer shall provide reimbursement for OPOTA certification refresher training; however, the Employer shall not pay or reimburse an employee for original OPOTA certification.

Section 27.2. Travel time to and from training shall be from the Police Department unless the employee lives closer to the destination and travels from/to home. Travel time shall be determined by using Google to determine the estimated travel time and rounded up to the next quarter hour. For example, per Google the London Ohio Peace Officer Academy is 1 hour 20 minutes from Goshen PD. In this example, an employee will be compensated for 1.5 hours travel time to the academy and 1.5 hours back.

When lodging is available for multi-day training and the employee declines to stay overnight and instead commutes back-and-forth, the employee will not be compensated for the additional commute time.

Section 27.3. The use of a personal vehicle to attend training, when the employee intends to seek mileage reimbursement, must be pre-approved by a supervisor.

Section 27.4. An employee authorized to travel on official township business, training, or conference shall be reimbursed for meals and beverages (except alcohol, taxes, and tips), when not provided, at the rate of \$30.00 per diem. The employee must furnish receipts to the employer. The \$30.00 per diem is the maximum amount per day that the employee will be reimbursed.

Section 27.5. Employees shall be reimbursed for appropriate fees and expenses associated with employer-approved conferences, meetings, seminars, and/or training sessions. Proper documentations and receipts must be submitted with any Expense Reimbursement Form.

Section 27.6. The bargaining unit and township recognize the importance of team building, leadership development, management consistency, and organizational uniformity. Once annually, supervisors and the Chief of Police will participate in a leadership retreat. Supervisors will be compensated at their normal hourly rate. The township will pay other expenses related to this retreat up to \$100.00 per employee in attendance.

ARTICLE 28 **UNION ACTIVITIES**

Section 28.1. Meetings.

- A. The Union shall be allowed to conduct Union meetings in the Police station in an area agreed to by the Township Administrator, provided such meetings do not interfere with operations.
- B. Members on duty shall be allowed to attend, provided attendance does not interfere with their work duties.

Section 28.2. Non-Members.

- A. Non-employee representatives of the Union shall be permitted on the premises for the purpose of processing grievances or attending meetings with prior approval, provided they do not interfere with operations. Upon arrival, the Union representative or guest shall identify him/herself to the shift supervisor.

Section 28.3. Recognition.

- A. No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection as a Union representative by the employees of the certified bargaining unit.

Section 28.4. Negotiating Committee.

- A. The Union shall advise the Township of the name of its negotiators, not to exceed three (3). A maximum of one (1) such representative shall be paid their appropriate wage while on duty for time spent in negotiating sessions. No employee will be paid for time spent in such sessions while off-duty.

- B. The names of the duly chosen bargaining representatives of the unit shall be submitted to the Chief sufficiently in advance of scheduled bargaining meetings so as to permit scheduling for continuity of operations with the Department.
- C. Any statement made by a bargaining unit member to a non-employee Union Representative shall be considered confidential, provided the law recognizes it as confidential.

ARTICLE 29
SEVERABILITY/SAVINGS CLAUSE

Should any provision of this Agreement, or the application of such provision, be found to be illegal or unenforceable by a court of competent jurisdiction, or should be declared invalid by any existing or subsequently enacted state or federal legislation, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to meet for the purpose of discussing a lawful alternative provision with respect to the replacement of any provision found illegal and unenforceable as noted above. Unless the parties agree otherwise, such meeting will be scheduled within thirty (30) calendar days of the receipt of a request by either party for such a meeting. The meeting cannot be used for any purposes other than discussing the provision found to be unlawful.

ARTICLE 30
EMERGENCY WAIVER

In cases of emergency impacting the Goshen Township Police Department jurisdiction and/or operations declared by the President of the United States, the Governor of the State of Ohio, the Township Administrator, the Director of Homeland Security, the Federal or State Legislature, the Federal Emergency Management Agency/(FEMA), or local Emergency Management Agency, for things such as, but not limited to, acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Township:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

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

ARTICLE 31
DURATION

Section 31.1. This Agreement shall be effective upon its execution and shall remain in full force and effect until December 31, 2022, unless otherwise provided herein.


Section 31.2. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than six (6) months prior to the expiration date of this Agreement, and not later than one (1) month prior to the expiration date of this Agreement.

SIGNATURE PAGE

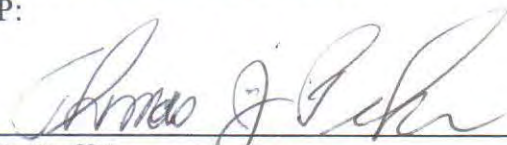
IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 25TH day of February, 2020.

GOSHEN TOWNSHIP, CLERMONT COUNTY, BOARD OF TRUSTEES:

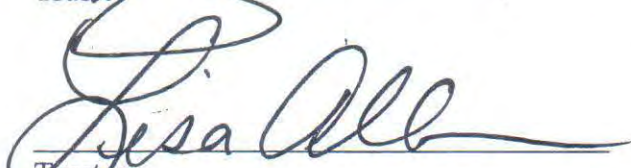
GOSHEN TOWNSHIP POLICE FOP:



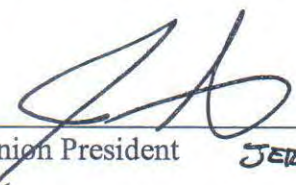
Trustee



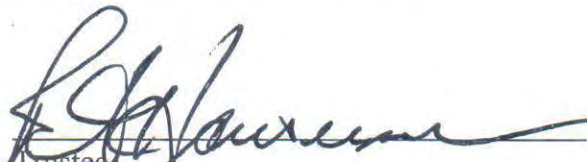
FOP, Staff Representative



Trustee



Union President **JEREMY SKATES**



Trustee



Chief of Police



Township Administrator