



# HAMILTON TOWNSHIP

## HAMILTON TOWNSHIP ADMINISTRATION

Darryl Cordrey – *Board Chair*  
Joe Rozzi – *Trustee*  
Mark Sousa – *Trustee*  
Kurt Weber- *Fiscal Officer*

7780 South State Route 48  
Maineville, Ohio 45039  
Phone: (513) 683-8520  
Fax: (513) 683-4325

**Township Administrator**  
Brent Centers  
(513) 239-2372

**Finance Coordinator**  
Ellen Horman  
(513) 239-2377

**Human Resources**  
Kellie Krieger  
(513) 239-2461

**Economic Development  
and Zoning**  
Alex Kraemer  
(513) 683-8520

**Community Development  
Coordinator**  
Nicole Earley  
(513) 683-5320

**Public Works**  
Kenny Hickey – Director  
Phone: (513) 683-5360

**Police Department**  
Scott Hughes – Police Chief  
(513) 683-0538

**Fire and Emergency Services**  
Brian Reese – Fire Chief

69 West Foster-Maineville Rd.  
Maineville, Ohio 45039  
(513) 683-1622  
(513) 899-1967

## TRUSTEE MEETING AGENDA 5/6/2020

6:30 PM

- Roll Call
- Pledge of Allegiance
- Approve of the Clerk’s Journal and Accept the tapes as the Official Minutes of the April 15, 2020 Township Trustee Meeting
- Bills before the Board

**Public Comments** – Submitted online

### **Human Resources**

- Roster Update
- Cemetery Deed
- Promotion Process (Fire Department)

### **New Business**

- **Motion**: Enter into contract with *Constellation NewEnergy, Inc.* for Township Electric Aggregation
- **Motion**: To enter into contract with *Kings Ford Municipal Financing* for Police vehicles
- **Resolution 20-0506**: Updating Township Personnel Policy
- **Resolution 20-0506A**: Authorizing the sale of Fire Station 76

### **Work Session**

- Waiving Zoning fees during COVID-19 pandemic

### **Fiscal Officer’s Report**

### **Administrator’s Report**

### **Trustee Comments**

### **Executive Session**

### **Adjournment**

*The agenda is to give an idea of the various discussions before the Board. The time and order of Agenda items is subject to change in order to maintain efficiency and timeliness of the meetings. Citizens may address the Board under the Public Comment section of the agenda.*

*The following guidelines protect your rights as well as those of others:*

1. *Speakers must state their name and full address for the record.*
2. *The Board Chair will recognize each speaker, and only one person may speak at a time.*
3. *Speakers will address any and all comments to the Board of Trustees and Fiscal Officer. The Board may request further information from staff at their discretion.*
4. *Anyone who willfully disrupts a Board meeting may be barred from speaking further, or may be removed from the meeting and detained by officers of the Hamilton Township Police Department. (ORC 505.09; ORC 2917.12)*

## Hamilton Township Trustees Meeting

April 15, 2020

Trustee Board Chairman, Darryl Cordrey, called the meeting to order at 6:30 pm. Mr. Cordrey, Mr. Rozzi, and Mr. Sousa were present.

The *Pledge of Allegiance* was recited by all.

Motion made by Mr. Cordrey with a second by Mr. Rozzi to approve of the clerk's journal and accept the tapes as the Official Meeting Minutes of the April 1, 2020 Trustee Meeting.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Rozzi	Yes
	Mark Sousa	Yes

Motion made by Mr. Cordrey with a second by Mr. Rozzi to approve Payroll for pay cycle March 22, 2020 – April 4, 2020, Electronic Fund Transfer Direct Deposit Vouchers 1182232846 - 1182232911.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Rozzi	Yes
	Mark Sousa	Yes

Motion made by Mr. Cordrey with a second by Mr. Rozzi to approve the withholding payments for payment cycle March 22, 2020 – April 4, 2020, checks numbered 31960423 – 31960431 and 31960459 - 31960472.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Rozzi	Yes
	Mark Sousa	Yes

Motion made by Mr. Cordrey with a second by Mr. Rozzi to approve billing invoices for payment cycle April 6, 2020 – April 10, 2020, checks numbered 81368 - 81377.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Rozzi	Yes
	Mark Sousa	Yes

Motion made by Mr. Cordrey with a second by Mr. Rozzi to approve billing invoices for payment cycle April 13, 2020 – April 17, 2020, checks numbered 81378 - 81410.

Roll call as follows: Darryl Cordrey Yes  
Joe Rozzi Yes  
Mark Sousa Yes

### **Public Comments**

Mr. Cordrey opened the floor to public comments at 6:32 pm.

Mr. Joe Walker submitted comments to Mr. Centers via email in reference to overflow parking on Cones Road for the Loveland Bike Trail.

Mr. Centers explained that this was brought up to Chief Hughes who drove down to the site with Mr. Hickey. There was no one illegally parked at the time. It was encouraged to call into the Police Department when this actually occurs so that an Officer can check it out.

Mr. Cordrey asked if this is typically a hot spot for individuals using the bike trail?

Mr. Centers mentioned that there is a pull off that gets used but our Officers have not otherwise noticed parking issues.

Mr. Sousa mentioned that maybe we could increase patrol down that way in an effort to be proactive and make sure this does not become an issue.

Chief Hughes stated that when the weather breaks they will definitely check it out and enforce as necessary.

No additional comments were submitted therefore Mr. Cordrey closed the floor to public comments.

### **Human Resources**

Human Resources Manager, Ms. Kellie Krieger, requested a motion to approve of the purchase of niche 40 in the Columbarium in the Maineville Cemetery by a Mr. Brad Walker for the price of \$600.00.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve of the above-mentioned Columbarium purchase.

Roll call as follows: Darryl Cordrey Yes  
Joe Rozzi Yes  
Mark Sousa Yes

**New Business**

-Motion: To adopt the Additional Leave Policies Pursuant to the Families First Coronavirus Response Act

Mr. Cordrey explained that this policy will provide specific compensation statuses and eligibilities for our employees under different situations regarding suspected or actual quarantine following COVID-19 exposure.

Mr. Centers explained that this additional leave policy was passed by the State. It is not mandated but a lot of places are adopting it. Private sectors have the option to close and unfortunately we do not so a lot of our First Responders as well as our Public Works Department work an essential job and are on the front line so if they were exposed or even if there is a potential exposure, this gives different FMLA options for different exposures.

Mr. Rozzi asked if we are sure that this is not mandated from the Department of Labor as an extension of FMLA?

Mr. Centers explained that to his knowledge it is not mandated but recommended.

Ms. Krieger stated that she has participated in webinars for this and she does not believe that it is mandated yet but most companies are drafting this FMLA policy.

Mr. Sousa mentioned that he has had individuals reach out to him in concern of abuse of a policy like this. He stated that after reviewing this it appears the employee does have to utilize paid time off accruals such as sick time, vacation time or comp time so he is pretty confident that abuse of a program like this is unlikely. This also has a termination date at the end of this year, which could change dependent on COVID-19 and how long it lingers but this is not permanent.

Mr. Cordrey made a motion with a second from Mr. Rozzi to adopt the Additional Leave Policies Pursuant to the Families First Coronavirus Response Act.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Rozzi	Yes
	Mark Sousa	Yes

**Fiscal Officer's Report**

Mr. Weber explained that this report reflects our March report. We are right on track as we have spent 27.28% of the budget for the year. Revenue is at 6.9%. We did receive our first draw from the County and Ms. Horman is in the process of logging that. The second meeting in May, we will be able to report on the revenue received at the first draw. Our cash balance is 8.35 plus

million. There is also a cash flow summary that breaks down each fund from January through March that shows the beginning balance and what the revenues and expenditures were of each.

Mr. Sousa asked if Mr. Weber could discuss some of the concerns of financial impact from COVID-19.

Mr. Weber explained that as a Township we are largely funded by property taxes. Mr. Nolan, Warren County Auditor, eluded in an email that our first draw was good and was not impacted by COVID-19. He also mentioned that the second draw should be normal and not delayed. Part of our funding also comes from the gas tax and license plate fees; with people driving less, that could be reduced as well. The good news is that we are strong on those funds and they make up a much smaller part of our revenue.

### **Administrator's Report**

Mr. Centers mentioned that EPA work is still on course following the Resolution from our last meeting. Everything is on track and we have been in communication about it.

Mounts Park is now open from 8am- dusk. Mr. Hickey and the Public Works department worked really hard and put in an 8 foot wide walking trail around the entire small lake. They mulched that as well as mulched an additional trail so there is now a cut-through between the lakes. They mowed a few other rustic trails around the park. It looks good and we are encouraging everyone to go down there.

Our next event that has not been cancelled is Touch-A-Truck on June 20<sup>th</sup>. It may have to get cancelled but as of now we have not done that. Hopefully we can look forward to that.

As Mr. Weber reported, our first draw came in today.

Mr. Centers touched on the outstanding job of all of our staff. They have worked remotely from home and have not missed a beat. Our First Responders and Public Works have all continued work and everyone has done a fantastic job.

Finally, Mr. Centers introduced our newest staff member, Ms. Nicole Early, who is our new Community Event Coordinator as well as an Administrative Assistant for our Public Works department.

### **Trustee Comments**

Mr. Rozzi asked our Township Department leaders and Elected Officials how each of their families are doing as well as their staff during this pandemic. All staff thanked him for asking and responded that they are doing well.

Mr. Sousa thanked Mr. Rozzi for asking about everyone's well-being. He also thanked staff for the continued work that has been put in remotely and on site.

Mr. Cordrey thanked staff for the seamless work through all of this. Mounts Park is open so he encouraged everyone to enjoy it. He also encouraged everyone to continue to stay safe and support one another as well as our businesses.

**Adjournment**

With no further business to discuss, Mr. Cordrey made a motion with a second from Mr. Rozzi to adjourn at 6:58 pm.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Rozzi	Yes
	Mark Sousa	Yes

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# LEGISLATIVE COVER MEMORANDUM

**Introduction:** May 6, 2020

**Effective Date:** Next available date after passage

**Agenda Item:** **Motion**  
To enter into contract with Constellation for the Hamilton Township Electric Aggregation

**Submitted By:** Brent Centers

**Scope / Description:**

1. Hamilton Township's Electric Aggregation Program, which was voter approved and PUCO certified, is coming due for renewal in July 2020.
2. Independent Energy Consultants (IEC), the consultant chosen by the Township, recently solicited proposals from suppliers to ensure a seamless continuation of the Electric Aggregation Program.
3. IEC invited ALL eligible electric suppliers to submit proposals and received 50 offers from 7 suppliers (including renewable power offers and rates with civic grants).
  - a. Renewable power and civic grant offers both came at a premium that would lessen residential savings. However, these options are available if the Township desires them.
4. Every term IEC requested produced rates lower than the alternative rates from Duke Energy, lower than the program's current rates, and lower than what residents can get by shopping on their own.
5. Constellation provided the overall best offer in multiple terms.
6. Independent Energy Consultants' recommendation is to:
  - a. Sign a contract with Constellation and select a fixed-rate for a 36-month term.
    - i. 4.522 cents/kWh with no early termination fee.
  - b. The 36-month term provided the second lowest pricing, and as wholesale electricity is trading at historical lows, IEC has been recommending that clients lock in rates for longer terms, to take advantage of the attractive rates.
  - c. The recommended rate (4.522 cents/kWh) is:
    - i. Lower than Duke's current Price-to-Compare (5.8869 cents/kWh),
    - ii. Lower than the Township's current program rate (5.18 cents/kWh), and
    - iii. Lower than rates residents can get by shopping on their own.
7. Constellation has prepared an executable contract for the Township's review and approval.
8. Hamilton Township's program is entirely voluntary and the new offers (like the current offering) include no early termination fee, so residents can leave the program at any time for any reason if they choose.
9. Supplier proposals are honored for 30 days (until 4/30/2020). IEC has kept Constellation informed of the Township's progress and requested that they continue to honor their price beyond that deadline. A decision from the Township is requested as soon as possible (this meeting).
10. Opt-out letters would arrive in June to residents and small businesses, informing them of the new offer. The Township will have the opportunity to review any mailers before they are sent, and IEC will prepare FAQs/ news releases/ website material/ etc. in advance of letters being mailed.

**Budget Impact:** \$0

**Vote Required for Passage:** 2 of 3

**Aggregation Program Agreement  
Between  
Constellation NewEnergy, Inc. and Hamilton Township, Ohio**

This Aggregation Program Agreement, is entered into as of this 13th day of April, 2020 (“Agreement”), by and between Hamilton Township, OH (“Municipality”), a political subdivision of the State of Ohio, and Constellation NewEnergy, Inc. (“Constellation”), a Wisconsin corporation with its principal place of business at 1716 Lawrence Drive, DePere, Wisconsin 54115, hereinafter referred to individually as a “Party” or collectively as the “Parties”.

**WITNESSETH**

**WHEREAS**, pursuant to 4928.20 of the Ohio Revised Code, the Municipality desires to aggregate non-mercantile retail electrical loads located within its jurisdictional boundaries (“Jurisdiction”) and arrange for competitive retail electric supply for eligible participants on an opt-out basis (the “Aggregation”); and

**WHEREAS**, the Municipality’s electorate will vote or has voted to authorize the Municipality to create an Aggregation under 4928.20 of Ohio Revised Code and the legislative authority of a municipal corporation, the board of township trustees of a township, or the board of county commissioners of a county (as appropriate, the “Governing Body”) will adopt or has adopted an ordinance regarding the Aggregation;

**WHEREAS**, Constellation has been selected as the supplier for the Aggregation; and

**WHEREAS**, the Parties desire to establish the rights and obligations of the Parties with respect to aggregating the electric load located within the Jurisdiction (the “Program”).

**NOW, THEREFORE**, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

**ARTICLE 1: TERM**

**A. Term of Agreement.** This Agreement shall be effective upon execution by the Parties and shall continue in effect through the last meter read date in a Delivery Period agreed upon on a fully executed Confirmation identifying a Price and Delivery Period for the Program. The Parties can agree to extend the terms of this Agreement by agreeing to a Price(s) for a subsequent Delivery Period(s).

**ARTICLE 2: DUTIES**

**A. Municipality’s Duties**

1. **Governmental Aggregator Status.** The Municipality will register as a governmental aggregator in accordance with 4901:1-24 of the Ohio Administrative Code (“Administrative Code”) and will maintain the requisite authority under 4928.20 of the Ohio Revised Code (“Revised Code”) as a governmental aggregator for the provision of competitive retail electric service for the term of this Agreement.
2. **Logo.** The Municipality will provide its logo for informational materials.
3. **Exclusive Supplier.** The Municipality will identify Constellation as the exclusive supplier for the Aggregation and facilitate the provision of electric supply to the Aggregation.
4. **Negotiation.** The Municipality will negotiate the Delivery Period(s) and Price(s) to be included in the customer terms and conditions for each Delivery Period and confirm that Price between the Parties.
5. **Enrollment Process.** The Municipality will oversee the opt-out process and enrollments detailed in 4901:1-21-17 of the Administrative Code, including providing timely feedback to Constellation on the contents.
6. **Customer Data.** The Municipality will assist Constellation in obtaining all available customer data and historical usage information regarding the eligible Program participants, as that group and the data may change from time to time, including executing any applicable documentation to enable Duke (the “Utility”) to release



such information directly to Constellation from time to time during the term of this Agreement (which shall include without limitation the Municipality's filing of the Aggregator Registration Application with the Utility). "Eligible Program participants" include all nonmercantile customers except those that are not eligible pursuant to 4901:1-21-17 of the Administrative Code.

7. Employee Preparation. The Municipality will prepare its employees to direct residents to Constellation's customer service telephone number or website.

## **B. Constellation's Duties**

1. Toll-free telephone. Constellation will establish a toll-free telephone number staffed with customer service representatives to address questions of Program participants.

2. Opt-Out Process. Constellation will draft, obtain feedback from the Municipality on, and mail informational materials, including opt-out notices and customer terms and conditions, to the potential Program participants consistent with 4901:1-21-17 of the Administrative Code.

3. Website. Constellation will develop and activate landing page on Constellation's website for the Aggregation.

4. Data. Constellation will assist the Municipality with the requests for the delivery of data from the Utility and the completion and filing of any Utility-required forms (including the Aggregator Registration Application). Constellation will "scrub" the Utility-provided data as appropriate to eliminate ineligible accounts.

5. Negotiation. Constellation will negotiate the Delivery Period(s) and Price(s) to be included in the customer terms and conditions for each Delivery Period and confirm that Price between the Parties.

6. List. Constellation will maintain a list of potential Program participants who elect to opt-out of the Aggregation and maintain a list of Aggregation participants.

7. Enrollment. Constellation shall enroll the Aggregation.

8. Governmental Aggregator Assistance. Constellation will respond to questions the Municipality may have, as appropriate, regarding the completion of any forms required for the Municipality to maintain its Governmental Aggregator status during a Delivery Period.

## **ARTICLE 3: TERMS OF SERVICE, PRICE, AND ADDITIONS**

**A. Terms of Service.** The terms of service between each Aggregation participant and Constellation shall be set forth in the contract between them, in a form substantially similar to that set forth in Attachment 2 hereto, which shall survive any termination of this Agreement. The Price for specific Delivery Periods shall be mutually agreed upon by Constellation and the Municipality in writing on a fully executed Confirmation and included in the final terms of service distributed (which final terms of service shall be referred to as the "Terms and Conditions").

**B. Establishing a Price.** To establish a Price, Constellation will submit a Price for a specific Delivery Period to the Township Administrator ("Municipality Designee") in the form of a confirmation, substantially similar to Attachment 1 hereto. The Price for the Delivery Period submitted to the Municipality in this form is *not* an offer. This submittal will contain market sensitive pricing, which pricing is subject to change until the document is executed by both the Municipality Designee on behalf of the Municipality, and Constellation. If the Price and Delivery Period submitted to the Municipality meets with the Municipality's approval, then the Municipality Designee shall promptly execute the document and return it via fax or as a .pdf or tif. attachment to electronic mail transmission to Constellation. Upon receipt by Constellation, Constellation will verify that the Price for the Delivery Period is still available, and if so, will execute the document (creating a fully executed Confirmation) and return the Confirmation by fax or by .pdf or .tif attachment to electronic mail transmission to the Municipality for its records. Only a fully executed Confirmation shall be binding, form a part of this Agreement, and evidence an agreement between Constellation and the Municipality with respect to the Price for a specific Delivery Period for the Aggregation.

**C. Market Information.** When discussing pricing alternatives, Constellation may provide information and/or analyses of alternatives available to the Aggregation regarding energy commodities, related transactions for supply, and other energy market information. Constellation shall be deemed to have provided only information, and/or analyses of potential alternatives available to the Aggregation, and the Municipality shall make all decisions independently. Constellation has not and shall not be deemed to have made or given any representations, warranties, guarantees or assurances as to the actual or perceived outcomes and/or any other effects, adverse or beneficial, relating to this Agreement, the Terms and Conditions, or any Confirmation. Constellation has not acted and shall not be deemed to have acted, in any capacity as an agent or fiduciary for the Municipality in connection with this Agreement or any Confirmation

**D. Adding to the Aggregation after planned Program enrollments.** After the initial enrollment of the Aggregation (or after subsequent planned Program enrollments for a specific Delivery Period and Price agreed upon by Municipality and Constellation) Constellation may allow other potential participants to enroll with Constellation through various methods, including without limitation direct contact between an individual potential participant and Constellation via telephone or Constellation's website, and/or en masse through a special offering. For potential, eligible Program participants who enroll with Constellation other than during a planned Program enrollment that corresponds to a specific Delivery Period and Confirmation between the Municipality and Constellation, may pay a different rate than those who join during a planned Program enrollment.

**E. Service Inquiries.** Constellation shall establish a toll free telephone number to answer general information requests, billing questions and other customer service inquiries for the Aggregation participants. All emergency or other service disruption concerns should continue to be directed to the Utility.

#### **ARTICLE 4: PUBLICITY AND TERMINATION**

**A. Press Releases.** Each Party agrees to seek the other Party's approval prior to issuance of all press releases regarding this Agreement. Approval of press releases will not be unreasonably withheld.

**B. Program Endorsement.** The Municipality and Constellation shall cooperate in disseminating information to all potential Aggregation participants concerning the Program and the Municipality's endorsement of the Program. Information related to pricing and other contractual terms related to participation in the Aggregation is subject to review and approval by Constellation. Similarly, any use of the Municipality's official seal for advertising or promotional purposes is subject to review and approval by the Municipality. Upon mutual agreement of the Parties, the Parties may utilize Municipality resources for advertising, promotion and consumer communications of the Municipality's selection of Constellation as the Municipality's sole preferred supplier for the Aggregation. The Municipality warrants that it will not take any action (written, verbal, or otherwise) to advise and/or encourage participants to exit the Aggregation, provided however, nothing in the preceding clause shall prohibit the Municipality from making factual statements in response to inquiries about the Aggregation or the Program.

**C. Default and Termination.** This Agreement may be terminated early: (1) if either Party fails to comply with any material term or condition of this Agreement, provided the failure continues without a cure thirty (30) days after written Notice of such failure is provided by one Party to the other, or (2) upon the occurrence of a Regulatory Event, as provided for in 4(D). Upon termination for any reason this Agreement shall be of no further force and effect, except for those obligations that survive termination (including without limitation those set forth in Article 5). The obligations of Constellation and each Aggregation participant set forth in the Terms and Conditions shall survive termination.

**D. Regulatory Event.** Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties will enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to the Agreement,

within the prescribed time after entering into negotiations, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate this Agreement. The following will constitute a "Regulatory Event":

1. **Illegality:** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, change in, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
2. **Adverse Government Action:** A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure.

**ARTICLE 5: DISCLAIMER AND LIMITATION OF LIABILITY**

**A. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONSTELLATION MAKES NO WARRANTIES HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**B. Limitation of Liability.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

**ARTICLE 6: MISCELLANEOUS**

**A. Entire Agreement.** This Agreement including all Attachments, fully executed Confirmations, and fully executed amendments, constitute the entire Agreement and understanding between the Parties with respect to the services, which are included herein. Any conflict between the terms and conditions of this Agreement and any Confirmation shall be resolved in favor of the Confirmation. All prior written and verbal agreements and representations with respect to these services are merged into and superseded by this agreement.

**B. Amendment.** All amendments or modifications to this Agreement must be made in writing and signed by both Parties before they become effective.

**C. Non-Assignability.** This Agreement shall not be transferred or assigned by either Party without the express authorization of the other Party, which shall not be unreasonably withheld, provided however, with notice to the Municipality, Constellation may assign this Agreement to an affiliate.

**D. Method of Notification.** Any notices, requests or demands regarding the services provided under this Agreement shall be properly given or made upon receipt, if delivered by overnight or next day mailing/courier service to the address shown below. If delivered by facsimile, any such document shall be considered delivered on the business day the facsimile is sent, provided the sender has evidence of a successful transmission on that day, and provided further that the successful transmission occurred prior to 5:00 pm eastern prevailing time. If the facsimile is successfully transmitted after 5:00 pm eastern prevailing time, then the notice shall be deemed received on the next business day. Each Party shall direct notices, requests or demands to the other Party using the following address:

<b>Notices to Constellation:</b>	<b>Notices to the Municipality:</b>
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<p>Attention: Contracts Administration Constellation NewEnergy, Inc.</p> <p>1221 Lamar St., Suite 750 Houston, Texas 77010</p> <p>Telephone: 888-635-0827 Facsimile: 888-829-8738</p>	<p>Hamilton Township, OH Attn: Brent Centers, Township Administrator</p> <p>7780 South State Route 48 Hamilton Township, OH 45039</p> <p>Telephone: 515-683-8520 Facsimile:</p>
<p><b>With a copy to:</b></p> <p>Contract Administration Attn: Government Aggregation Constellation NewEnergy, Inc.</p> <p>1716 Lawrence Drive DePere, WI 54115</p> <p>Telephone: 920-617-6067 Facsimile: 920-617-6070</p>	<p><b>With a copy to:</b></p> <p>Independent Energy Consultants</p> <p>Andrew Burns, Government Aggregation Manager</p> <p>215 W. Garfield Rd. Suite 210 Aurora, Ohio 44202</p> <p>Telephone: 330-995-2675 Facsimile: 800-574-4508</p>

**E. Waivers.** No failure or delay on the part of either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

**F. Applicable Law, Choice of Venue and Waiver of Jury Trial.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio without regard to principles of conflict of laws. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**G. No Third Party Beneficiaries.** The Parties do not intend for this Agreement to have, nor are there, any third party beneficiaries. Nothing herein shall be construed to create a private right of enforcement in any person or entity, it being the Parties' intent for this Agreement to only be enforceable by the Parties themselves.

**H. Reports, Analysis, and Products.** All reports, data aggregations and analysis, pricing products, templates for communications with eligible Program participants and/or the Aggregation and ideas, and other information generated by Constellation as part of this Agreement remain the sole and exclusive property of Constellation. The Municipality may use all such information furnished by Constellation for its internal use, but only in furtherance of the Program.

**I. Plan of Operation and Governance.** The Parties agree to perform consistent with the Plan of Operation and governance, provided however if there is a conflict between this Agreement and the Plan, this Agreement shall control. The Municipality agrees to provide notice of any changes the Municipality plans to make to the Plan in a manner that allows Constellation to adjust the administration or operation of the Program accordingly.

## ARTICLE 7: REPRESENTATIONS AND WARRANTIES

**A. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

1. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
2. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
3. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
4. It has reviewed and understands this Agreement; and
5. It will comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements.

**B. Additional Representations of the Municipality.** The Municipality hereby further represents to Constellation, as of the date of this Agreement, that:

1. The Municipality's execution and delivery of this Agreement, and its performance of its obligations hereunder, are in furtherance, and not in violation, of the municipal purposes for which the Municipality is organized pursuant to its authorizing statutes and regulations;
2. This Agreement does not constitute any kind of investment by the Municipality that is proscribed by any constitution, charter, law, rule, regulation, government code, constituent or governing instrument, resolution, guideline, ordinance, order, writ, judgment, decree, charge, or ruling to which the Municipality (or any of its officials in their respective capacities as such) or its property is subject;
3. The Municipality has all regulatory authorizations necessary for it to legally perform its obligations under the Agreement and no consents of any other party and no act of any other governmental authority is required in connection with the execution, delivery and performance of the Agreement;
4. With respect to the Agreement, all acts necessary to the valid execution, delivery and performance of the Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures have or will be taken and performed as required under all relevant federal, state and local laws, ordinances or other regulations with which Municipality is obligated to comply. Municipality Designee is duly authorized to execute Confirmations on behalf of the Municipality with respect to the Aggregation;
5. The Municipality is not relying on any representations, other than those set forth in Article 7(A), in entering into this Agreement; and
6. The Municipality is capable of assessing the merits and understanding the terms, conditions and risks of each energy, energy services, and/or related contracts that it enters into or chooses not to enter into, and prior to deciding whether to enter into any such arrangement and/or agreement, and in making such decision, the Municipality independently assesses the merits of such decision, and understands the terms, conditions and risks of such arrangement and/or agreement.

**IN WITNESS WHEREOF**, the Parties have duly executed this agreement to be effective on the date first written above. The Parties agree that this Agreement may be executed in separate counterparts and delivered by facsimile, or as an attachment to an electronic message (such as a pdf, tif or other mutually acceptable type of file attachment), each of which when so executed and delivered shall constitute the one and the same original document.

<b>Hamilton Township, OH</b>	<b>Constellation NewEnergy, Inc.</b>
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date:
<b>APPROVED AS TO FORM (if required):</b>	
By: _____	
Name:	
Title:	
Date:	

**CONFIRMATION**

This Confirmation dated April 13, 2020, once fully executed, is an agreement entered into pursuant to the terms of the Aggregation Program Agreement between Constellation NewEnergy, Inc. ("Constellation") and Hamilton Township, OH (the "Municipality"), and forms a part thereof.

**Constellation and the Municipality agree that the Aggregation participants shall receive the Fixed Rate set forth below for the Delivery Period set forth below:**

**Delivery Period:** July 2020 meter read dates through July 2023 meter read dates.

**Fixed Rate:** \$0.04522 per kWh. The Fixed Rate does not include Utility distribution charges or applicable taxes.

**ACKNOWLEDGED AND AGREED:**

**Hamilton Township, OH**

By: \_\_\_\_\_

Name:

Title:

Date:

**Constellation NewEnergy, Inc.**

By: \_\_\_\_\_

Name:

Title:

Date:

**This is not an offer. This Confirmation requires a signature from each Party to be effective.**

**ATTACHMENT 2**

**Electricity Purchase and Sale Terms and Conditions – Opt-Out Aggregation**

The \_\_\_\_\_, Ohio ("Municipality"), pursuant to the aggregation authority conferred upon it by electorate vote, which passed by a majority vote on \_\_\_\_\_ and ordinance establishing the program, selected Constellation NewEnergy, Inc. ("Seller") to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as "Buyer") for the eligible account associated with the service address referenced on the letter accompanying these Electricity Purchase and Sale Terms and Conditions (the "Account"), and Seller agree to the following terms and conditions. Seller and Buyer (individually referred to as "Party" and collectively as "Parties") agree to the following Electricity Purchase and Sale Terms and Conditions ("Agreement"), as of \_\_\_\_\_ (the "Effective Date").

**1. Opt-Out Enrollment:** Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY (1) DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE POSTMARKED NO LATER THAN \_\_\_\_\_, (2) BY CALLING \_\_\_\_\_ BY \_\_\_\_\_ OR (3) BY OPTING-OUT ON SELLER'S WEBSITE AT \_\_\_\_\_.** If you choose to opt-out, you will be served by the standard service offer of \_\_\_\_\_ (the "Utility") or until you choose an alternative supplier of electric service.

**2. Eligibility:** To be eligible for opt-out aggregation, Buyer and the Accounts to be served (i) must be located within the Municipality's jurisdictional boundaries, (ii) must be served by the Utility, (iii) may not be under contract with another competitive supplier, (iv) may not be on the Public Utilities Commission of Ohio ("PUCO") "do not aggregate" list, (v) must be in good standing with the Utility (including payment history), and (vi) may not be under a Utility special arrangement or percentage of income payment plan (PIPP).

**3. Term and Renewal:** This Agreement shall become binding on the Effective Date, provided however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) eligibility of Buyer and the Accounts, (b) successful enrollment by the Utility, and (c) passage of the Rescission Period without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of the Accounts, as set forth above and as determined by the Utility, to take from a retail electric supplier and (ii) the accuracy and completeness of any information submitted by Buyer and the Municipality. Service will commence on meter read dates in \_\_\_\_\_ and shall remain in effect through the \_\_\_\_\_ meter read ("Initial Term"), unless terminated pursuant to the terms of this Agreement. In the event ineligibility is not ascertained until after service commences, Seller shall provide notice of the same to Buyer and return Buyer to the Utility. Buyer shall have the opportunity to opt-out of the Aggregation at least every three years without penalty.

**4. Rescission Period:** The Utility will send Buyer a letter confirming transfer of service upon processing of Buyer's enrollment and Buyer will have 7 days from the postmark date of that letter to cancel its enrollment, without penalty, ("Rescission Period") by calling the Utility on the toll-free number provided in the letter or by providing written notice to the Utility.

**5. Price:** For each billing cycle of Initial Term, Buyer shall pay a Fixed Rate of \$0. \_\_\_\_\_ per kWh, multiplied by the billing cycle usage for the Accounts. The Parties acknowledge that the Municipality hired a third party intermediary ("Broker") for this transaction and a per kWh Broker fee has been included in the Fixed Rate. Buyer will also incur delivery and other additional service charges from the Utility. Switching fees may apply when service is established with Seller, but Buyer will not be charged separately by Seller for a switching fee.

**6. Billing and Payment:** Buyer will be invoiced by the Utility for both Seller's charges and the Utility's delivery charges. Such billing and payment (including fees associated with late payments) shall be subject to the applicable Utility rules regarding billing and payment procedures. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Seller's charges or credits not invoiced through the Utility shall be invoiced or credited, respectively, directly by Seller. Any such charges shall be due within 21 days following the invoice date and payments not received by the due date will be deemed past due and shall accrue interest on the unpaid balance from the due date until payment is received at a rate of 1.5% per month of the unpaid balance, provided that such percentage does not exceed the maximum amount allowable by law. Seller offers budget billing for generation charges (except in Duke territory) and Buyer should contact Seller at the phone number identified in Section 10 to elect budget billing. Seller does not offer budget billing for generation charges in Duke territory, but Buyer may contact the Utility for information on whether the Utility offers budget billing for Seller's charges.

**7. Taxes:** Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property, that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.

**8. Limitations: ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES AND, FURTHER, IN NO CASE SHALL SELLER'S LIABILITY EXCEED THE AMOUNT OF BUYER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.**



**9. Environmental Disclosure:** Seller's environmental disclosure label, which will be updated from time to time, is available on Seller's website.

**10. Termination; Remedies:** Seller may terminate Buyer's service under this Agreement for non-payment with at least 14 days written notice. Failure to pay Utility invoices may result in Buyer being disconnected in accordance with the Utility tariff. Buyer may terminate at any time without an early termination fees, including if Buyer moves outside of Seller's service area or into an area where the Seller charges a different price. If Buyer switches back to the Utility, Buyer may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility. The Choice program is under the ongoing jurisdiction of the PUCO. If Buyer returns to utility supply after the beginning of the aggregation program, Buyer will pay the utility's market price of power plus its costs for alternative energy resources, unless Buyer is exempt from those costs or Buyer moves and the utility considers Buyer to be a new customer.

**11. Force Majeure:** Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or RTO/ISO.

**12. Questions, Complaints and Concerns:** Buyer may contact Seller 24 hours per day, 7 days per week at . Seller's mailing address is 1716 Lawrence Drive, DePere, WI 54115, and its website is [www.constellation.com](http://www.constellation.com). Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller and/or the Utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll-free) from 8a.m. to 5p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

**13. Miscellaneous:** Buyer hereby authorizes the Utility to release data to Seller regarding Buyer's historical or current billing and usage data. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and any applicable Utility tariffs. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at the interconnect between the applicable ISO's transmission system and the Utility's distribution system. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's prior written consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings. The Parties acknowledge and agree that (a) this Agreement constitutes a "forward contract" and/or "forward agreement" within the meaning of title 11 of the United States Code (the "Bankruptcy Code"), (b) each Party is a "forward contract merchant" within the meaning of the Bankruptcy Code, (c) for purposes of this Agreement, each Party is not a "utility" within the meaning of Section 366 of the Bankruptcy Code, and (d) each Party agrees to waive and not to assert the applicability of Section 366 of the Bankruptcy Code in any bankruptcy proceeding wherein such Party is a debtor, and (e) each Party further agrees to waive the right to assert that the other Party is a provider of last resort. This Agreement shall only be amended in a writing signed by both Parties or pursuant to Section 4 hereof. By agreeing to the terms and conditions herein, Buyer warrants the he or she is authorized to enter into this Agreement on behalf of the Party and Accounts for which it was made. Buyer should contact the Utility in the event of an electricity emergency. Seller is prohibited from disclosing Buyer's social security number and/or account number(s) without Buyer's affirmative written consent, except for the purpose of (i) Seller's collections and credit reporting, (ii) participation in programs funded by the universal service fund, (iii) pursuant to section 4928.54 of the Ohio Revised Code, or (iv) assigning this Agreement to another certified retail electric provider. Buyer may request from Seller, twice within a 12-month period, up to 24 months of Buyer's payment history without charge.

**14. Disputes:** For questions about this Agreement you may call Constellation using the contact information provided in the Disclosure Statement. Constellation will refer all issues to a representative who in good faith will use reasonable efforts to reach a mutually satisfactory solution. If your complaint is not resolved after you have called Constellation, or for general utility information, as a residential or business customer you may contact the public utilities commission of Ohio ("PUCO") using the contact information provided in the Disclosure Statement. **BOTH YOU AND CONSTELLATION AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT.** Nothing in this Agreement shall impair your right to make an informal or a formal complaint to the PUCO.

# Supplier Pricing - Savings Analysis (Top 3 Suppliers)



Utility	Delivery Start	Term (months)	Term Usage (kWh)	Utility Rate (\$/kWh)	Total Bid (\$/kWh)	Supplier	Annual Savings Community	Term Savings Community	Annual Savings Avg Resident	Term Savings Avg Resident
Duke	Jul-20	12	62,080,000	\$0.058869	\$0.04376	Constellation	\$937,967	\$937,967	\$151	\$151
Duke	Jul-20	12	62,080,000	\$0.058869	\$0.04441	AEP Energy	\$897,615	\$897,615	\$145	\$145
Duke	Jul-20	12	62,080,000	\$0.058869	\$0.04505	Dynegy	\$857,884	\$857,884	\$138	\$138

Duke	Jul-20	24	124,160,000	\$0.058869	\$0.04563	Constellation	\$821,877	\$1,643,754	\$132	\$265
Duke	Jul-20	24	124,160,000	\$0.058869	\$0.04705	Dynegy	\$733,724	\$1,467,447	\$118	\$236
Duke	Jul-20	24	124,160,000	\$0.058869	\$0.04708	AEP Energy	\$731,861	\$1,463,722	\$118	\$236

Duke	Jul-20	36	186,240,000	\$0.058869	\$0.04522	Constellation	\$847,330	\$2,541,990	\$136	\$409
Duke	Jul-20	36	186,240,000	\$0.058869	\$0.04530	Energy Harbor	\$842,364	\$2,527,091	\$136	\$407
Duke	Jul-20	36	186,240,000	\$0.058869	\$0.04715	Dynegy	\$727,516	\$2,182,547	\$117	\$352

Savings Calculated vs. the annualized volume-weighted Duke Price-to-Compare of \$0.058869  
 Participation based on peak program enrollment (6,208 residential accounts)

# LEGISLATIVE COVER MEMORANDUM

Introduction: May 6, 2020

Effective Date: Next available date

Agenda Item: **Motion**  
To enter into contract with Kings Ford for municipal financing of 7 Police Department vehicles

Submitted By: Chief Hughes

Scope / Description: This is a budgeted item for our Municipal Financing of 7 Police vehicles as discussed at the 2020 Retreat.

As a recap, in 2016 we began to update our outdated fleet by utilizing the municipal financing program offered by Ford. This program – provided to municipalities by all police cruiser manufacturers – offers us clear advantages, including:

- ✓ Avoid high costs of maintaining older equipment
- ✓ No mileage restrictions
- ✓ No maintenance or return provisions
- ✓ Ownership at lease-end with zero buy-out – equity is accumulated with each payment and ownership is realized with a final payment of \$1.00.

When we entered into this agreement, we had planned on trading-in the first round of “leased” cars last year. However, the amount of mileage we placed on the vehicles was lower than anticipated (we average approximately 20k per year) and our maintenance costs remained low, therefore we decided to keep the cars an extra year – this was clearly a savings for our Township.

Average car buyers look at fuel economy, longevity and dependability when purchasing a new car. For Police vehicles, we look at cruisers that can endure a lot of abuse and offer a lot of power. When lives are at stake, having a reliable police car that can be pushed to the limit is the only viable choice.

While the differences between a regular car and a police car would appear obvious, there are other, much more important factors to keep in mind, which illustrate why we must rotate our cruisers and have a substantial fleet.

1. The demands that we place on our cars can cause the engine to overheat, so we have upgraded coolers with larger radiators and fans to overcome the threat;
2. The lights, radio, and other equipment that are in place require a lot of power, so we have powerful alternators to keep up. While an alternator of a regular car usually produces up to 100 amps of power, our vehicle alternators can crank up as much as 225 or more amps to keep everything running properly;
3. Because of the extra weight of our cars, a reinforced suspension system and enhanced brake pads are also necessary;

## LEGISLATIVE COVER MEMORANDUM

4. The average police car idles for approximately 3-5 hours every shift, this is necessary to keep the in-car computers functioning as well as the police radios, radar unit, etc. One hour of idling is equivalent to driving approximately 25 miles. In a typical shift, an officer may drive 100-150 miles of regular patrol; when you add in the idle time, that adds an additional 75-125 miles per shift of wear and tear on an engine. "Real" mileage of a current end-of-life-cycle patrol car with idle time goes from 100k to 200k.

In the attached spreadsheet you will see two figures: a) \$170,000 is the finance amount for seven cars without equipment, b) \$230,718 is the price for cars plus equipment (minus computers). Both of these totals include \$76,000 we are receiving from trade-ins.

**Budget Impact:** Two options presented. Both costs are dictated on the attached spreadsheet

**Vote Required  
for Passage:** 2 of 3

Nominal Annual Rate: 2.150%

Event	Date	Amount	Number	Period
1 Loan	9/15/2020	170,000.00	1	
2 Payment	10/15/2020	43,943.07	4	Annual
	Date	Payment	Interest	Principal
Loan 9/15/2020				Balance
1	10/15/2020	43,943.07	300.41	43,642.66
2	10/15/2021	43,943.07	2,716.68	41,226.39
3	10/15/2022	43,943.07	1,830.32	42,112.75
4	10/15/2023	43,943.07	924.87	43,018.20
Grand Totals		175,772.28	5,772.28	170,000.00

Nominal Annual Rate: 2.150%

Event	Date	Amount	Number	Period
1 Loan	9/15/2020	230,718.50	1	
2 Payment	10/15/2020	59,639.00	4	Annual
	Date	Payment	Interest	Principal
Loan 9/15/2020				Balance
1	10/15/2020	59,639.00	407.71	59,231.29
2	10/15/2021	59,639.00	3,686.98	55,952.02
3	10/15/2022	59,639.00	2,484.01	57,154.99
4	10/15/2023	59,639.00	1,258.80	58,380.20
Grand Totals		238,556.00	7,837.50	230,718.50

Depending on actual delivery, rate maybe indexed to like term treasury using 04/27/20 as base date.

# LEGISLATIVE COVER MEMORANDUM

<b>Introduction:</b>	May 6, 2020
<b>Effective Date:</b>	Next available date
<b>Agenda Item:</b>	<b><u>Resolution 20-0506</u></b> A RESOLUTION ESTABLISHING POLICIES FOR ANY AND ALL PERSONNELL EMPLOYED BY HAMILTON TOWNSHIP, WARREN COUNTY, OHIO
<b>Submitted By:</b>	Brent Centers / Kellie Krieger
<b>Scope / Description:</b>	We have made many small amendments regarding word changes or minor details to update our 10-year-old Personnel Policy. Below are major changes and/or sections that we removed entirely or added in a new section.
<u>Bereavement Leave</u>	We moved a couple of the relatives from one category to another, to include grandchildren were moved to the more severe category. We believe that even though it is a grandchild, no one is ever prepared for that loss. We also moved siblings as a more severe loss.
<u>Vacation</u>	We moved vacation accrual from 80 to 96. This will actually use a formula based upon how long an employee has been employed instead of just giving everyone a lump sum when they are first hired. This will allow to earn more over time but not right off the bat.
<u>Expense reimbursement</u>	We currently have it to where the employees get the full amount of per diem reimbursed even if they did not use it all. We do not want to give extra money if it was not used, however we also do not want to make the policy reflect “actual” per diem because that would mean that we would reimburse the employee for any amount, no matter how much they spent. With this, we will implement “actual” cost up to per diem rates. This will save the Township money.
<u>Chain of Command</u>	<p>We added language regarding the Chain of Command with the Trustee and Fiscal Officer, stating that Department Personnel will not discuss Township business with Trustees or Fiscal Officer without consent of the Administrator.</p> <p>The exemptions laid out in this section is that this will not affect the Finance Coordinator/ Assistant Fiscal Officer discussing any financial information with the Trustees or Fiscal Officer. This will also not affect the Human Resources Manager discussing pertinent information with Trustees or Fiscal Officer. Finally, this will not affect any Department Heads discussing their departments with the Trustees or Fiscal Officer (ie. Police Chief, Fire Chief, and Public Works Director). This is in place so employees are not breaking the Chain of Command regarding their supervisors and/or rank structure. Dually, this is in place so information is not disseminated to one Trustee and not the others.</p>
<u>Disciplinary Process</u>	We will merely reflect the O.R.C. requirements.
<u>No Tobacco Policy</u>	We actually relaxed this. This is currently unrealistic and unenforceable.

## LEGISLATIVE COVER MEMORANDUM

Political Activity We added a Political Activity section to state that Department Heads, including the Administrator, Police Chief, Fire Chief, Public Works Director, Finance Coordinator, Director of Economic Development and Zoning, Community Development Coordinator, and Human Resources Manager are prohibited in engaging in support or opposition of any political candidate seeking office in Hamilton Township or Warren County. This is for obvious reasons but it was not spelled out in our current Policy.

Social Media Policy We added a Social Media Policy prohibiting employees from:

1. Posting one's photograph while wearing the Employer's uniform (or other similar attire, which could be misidentified as the official uniform); that displays a negative connotation.
2. Posting pictures, videos, or comments that are insubordinate with respect to the employee's employment;
3. Posting pictures, videos, or comments that constitute or could be construed as unlawful behavior;
4. Knowingly or recklessly posting negative or false information about the Employer, supervisors, coworkers, public officials, or those who have a relationship with the Employer. This also includes disparagement of a fictitious character or computer-generated likeness that resembles the above.
5. Posting, transmitting, or disseminating any pictures or videos of official training, activities, or work-related assignments without the express permission of a supervisor.
6. Posting pictures, videos, or comments that are sexual, violent, offensive, harassing, or pornographic in nature.

**Budget Impact:** \$0

**Vote Required  
for Passage:** 2 of 3

The Board of Township Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:30 p.m. on May 6, 2020, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey – Trustee, *Chair*  
Joe Rozzi – Trustee  
Mark Sousa – Trustee

Mr. \_\_\_\_\_ introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NUMBER 20-0506**

**A RESOLUTION ESTABLISHING POLICIES FOR ANY AND ALL PERSONNEL  
EMPLOYED BY HAMILTON TOWNSHIP, WARREN COUNTY, OHIO**

**WHEREAS**, the Board of Township Trustees of Hamilton Township, Warren County, Ohio is responsible for the care and accountability of all Hamilton Township employees; and

**WHEREAS**, from time to time it is necessary to adjust Personnel Policies in order to provide care and accountability to employees and Township officials; and

**NOW THEREFOR, BE IT RESOLVED** by the Board of Township Trustees of Hamilton Township, Warren County, Ohio:

- SECTION 1.** Effective May 7, 2020, the 91 page Hamilton Township Personnel Handbook attached as Exhibit A will take effect; and
- SECTION 2.** Until May 6, 2020, all current policies in the Personnel Policy dates May 4, 2010 shall remain in effect unless otherwise amended prior to this Resolution; and
- SECTION 3.** Any and all current Labor Union contracts approved by the Board of Hamilton Township Trustees shall supersede this Personnel Handbook attached as Exhibit A; and
- SECTION 4.** Any items not covered under a Labor Union contract will revert to this Personnel Handbook attached as Exhibit A.
- SECTION 5.** This Resolution shall take effect on the 7<sup>th</sup> day of May in 2020.



Mr. \_\_\_\_\_ seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Darryl Cordrey – Aye \_\_\_\_\_ Nay \_\_\_\_\_  
Joe Rozzi – Aye \_\_\_\_\_ Nay \_\_\_\_\_  
Mark Sousa – Aye \_\_\_\_\_ Nay \_\_\_\_\_

Resolution adopted this 6<sup>th</sup> day of May 2020.

Attest:

\_\_\_\_\_  
Kurt E. Weber, *Fiscal Officer*

Approved as to form:

\_\_\_\_\_  
Benjamin J. Yoder, *Law Director*

I, Kurt E. Weber, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on May 6, 2020.

Date: \_\_\_\_\_

\_\_\_\_\_  
Kurt E. Weber, *Fiscal Officer*



HAMILTON  
TOWNSHIP

Personnel Handbook

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*Effective*

*May 7, 2020*

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**HAMILTON TOWNSHIP, WARREN COUNTY  
PERSONNEL POLICY AND PROCEDURE MANUAL**

**INTRODUCTION**

**CHAPTER 1**

- 1.01 INTRODUCTION
- 1.02 OBJECTIVES
- 1.03 MANAGEMENT RIGHTS
- 1.04 DEFINITIONS
- 1.05 AMENDMENTS

**HAMILTON TOWNSHIP, WARREN COUNTY  
PERSONNEL POLICY AND PROCEDURE MANUAL**

**INTRODUCTION**

**SECTION 1.01**

- A. Policies are defined as the basic rules which guide administrative action in accomplishing an organization's objectives. Clearly defined policies, which are consistently and fairly administered, are essential to the success of any organization.
- B. This manual contains those policies set forth for employees of Hamilton Township, Warren County, Ohio. The policies contained in this manual apply to all employees, contractual employees, and officials, except in those instances where the Ohio Revised Code specifically permits dissimilar treatment for certain classes or probationary employees (e.g., appointment, compensation, separation, etc.). The Board of Trustees has the power of appointment to positions within the work force, regardless of subsequent actions by others. Unless otherwise provided by law or contract, all Hamilton Township employees are "at-will" employees; therefore, either the employee or the Township may terminate the employment relationship at any time for any reason.
- C. This manual is presented for informational purposes only, and can be changed at any time by the Employer with or without notice. This manual is not an employment contract, expressed or implied. None of these policies establish tenure rights, or contractual rights for employees that are not required by law. No representative of the Employer has the authority to enter into an agreement with an employee that is contrary to the foregoing.
- D. To the extent any of these policies are in conflict with the provisions of a collective bargaining agreement or confers benefits not granted by a collective bargaining agreement, those policies shall not apply to employees covered by the agreement.
- E. In the event there is a conflict between the policies in this manual and any applicable laws, the applicable law will prevail. Questions regarding the interpretation and application of these policies shall be directed to the Township Human Resources Manager.
- F. These policies supersede any previously written or unwritten Township personnel policies.
- G. If any section or part of this manual or any amendment is invalidated by operation of law or by order of a court of competent jurisdiction, or compliance with or enforcement of any article or section of this manual is restrained by a court, the law or court decision shall prevail. The remainder of this manual and any amendments shall not be affected and shall remain in full force and effect, unless the context of the manual as a whole indicates that another section should be invalidated as well to conform with the Employer's intent.

**HAMILTON TOWNSHIP, WARREN COUNTY  
PERSONNEL POLICY AND PROCEDURE MANUAL**

**OBJECTIVES**

**SECTION 1.02**

- A. The Township recognizes that a personnel system which recruits and retains competent, dependable personnel is indispensable to effective government.
- B. The policies and procedures set forth in this manual are designed to:
  - 1. Promote high morale and foster good working relationships among employees of the Township by providing uniform personnel policies, equal opportunities for advancement, and consideration of employee needs;
  - 2. Enhance the attractiveness of a career with the Township and encourage each of its employees to give his/her best effort to Hamilton Township and the public;
  - 3. Encourage courteous and dependable service to the public;
  - 4. Provide fair and equal opportunity for qualified persons to enter and progress in public service based on merit and fitness as determined through objective and practical personnel management methods; and
  - 5. Ensure that all Township operations are conducted in an ethical and legal manner so to promote its reputation as an efficient, progressive body in the community and the State.

**MANAGEMENT RIGHTS**

**SECTION 1.03**

- A. Hamilton Township shall have the exclusive right to administer the business of the Township in addition to all other functions and responsibilities which are required by law. Specifically, the Township's exclusive management rights include, but are not limited to the following:
  - 1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, remove, reprimand, suspend, discharge, or discipline for just cause, and maintain order among employees;
  - 2. To promulgate and enforce policies and procedures, employment rules and regulations, and to otherwise exercise the prerogatives of management;
  - 3. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
  - 4. To determine the Township's goals, objectives, programs, and services.

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5. To determine the size, composition, and duties of the work force, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to the assignments of employees, duties to be performed, qualifications required, and areas worked;
  6. To relieve employees from duty due to the lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the Township;
  7. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
  8. To determine the necessity to schedule overtime and the amount required;
  9. To maintain the security of records and other pertinent information;
  10. To determine the budgets;
  11. To maintain and improve the efficiency and effectiveness of the Township's operation; and
  12. To determine and implement necessary actions in emergency situations.
- B. The exercise of any such right, power, authority, duty, or responsibility, and the adoption of any such rules, regulations, or policies by the Employer shall be limited only by the specific express terms of applicable federal or state law.

**Chain of Command**

The Township welcomes and encourages employee suggestions for improving the efficiency of Township service. There is a right and wrong way to do this. As is the case with every employer, the Township must operate on a chain of command structure. Employees are expected to direct their concerns progressively through each step in the chain of command.

**Contact with the Township Trustees**

Department personnel will not contact and/or visit the Township Trustees concerning department business without the prior permission of the Administrator.

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**DEFINITIONS**

**SECTION 1.04**

- A. For the purpose of this manual, the following words or phrases shall be defined as outlined below. The only exceptions shall be when a specific word or phrase is redefined for the purpose of a particular policy.
1. Absent Without Leave: Failure to report for or be at work without authorization from the Employer to be absent.
  2. Active Pay Status: Conditions under which an employee is eligible to receive pay, and includes, but is not limited to, actual time worked, vacation leave, sick leave, holidays, personal leave, and other paid leave time.
  3. Anniversary Date: The date one year from the original employment date
  4. Appointing Authority: The Hamilton Township Board of Trustees.
  5. Auxiliary Member: An individual who is assisting the Township in a non-pay status, or for nominal pay, who is not eligible for Township benefits.
  6. Classification: A group of positions that involve similar job duties and responsibilities, require similar qualifications, and which are properly designated by a common descriptive title indicating the general nature of the work. A classification may include only one (1) position in some circumstances.
  7. Continuous Service: The uninterrupted service of an employee with the Township where no break in service occurs.
  8. Day: Means calendar day unless specified otherwise.
  9. Demotion: A change in the rank of personnel from a position in one classification to a position in another class having a lower rate of pay and with less discretion and/or responsibility than that previously held.
  10. Employee: Means any person holding a position subject to appointment, removal, promotion, or reduction by the Township.
  11. Employer: The Hamilton Township Board of Trustees, any Township official or other person or body authorized to act on behalf of the Township.
  12. Excused Absence: Absence from work with the approval of the Employer (e.g., sick leave, vacation, holiday, etc.).
  13. Full-time Employee: For purposes of benefit eligibility, a full-time employee shall be defined as an employee whose regular hours of work normally total forty (40) hours or more per week, or forty-eight (48) hours or more (on average) for career fire personnel.
  14. Grievance: Any complaint concerning the interpretation or application of any lawfully adopted personnel resolution or of the related personnel policies governing personnel

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practices, working conditions, or decisions relative to any disciplinary action, dismissal, demotion, or charge of discrimination, harassment, or discriminatory conduct. Non-grievable subjects include the negotiation of wages, salaries, or benefits; any work activity accepted as a condition of employment; verbal and written reprimands; and those subjects covered in existing resolutions, personnel policies, or procedures. Any question as to whether a matter is grievable or non-grievable will be decided by the employee's department head.

15. Job Description: A narrative statement that summarizes the nature of a job including essential functions, other specific job responsibilities, qualifications, knowledge, skills, and abilities.
16. Layoff: Non-disciplinary separation from employment due to lack of work, lack of funds, abolishment of position(s), or for other changes in duties or organization, in accordance with established policy.
17. Part-time Employee: For purposes of benefit ineligibility, a part-time employee shall be defined as an employee whose regular hours of work are no more than 1,500 per calendar year.
18. Pay Period: The two week period of time during which an employee earns compensation, beginning Sunday at 12:01 a.m. and ending the second following Saturday at 12:00 midnight.
19. Performance Review: A method of evaluating each employee on a periodic basis as to their performance on the job.
20. Probationary Period: The trial period of time at the beginning of an original appointment, hiring, or immediately following a promotion normally lasting 180 days. This period may vary according to collective bargaining agreements or departments.
21. Promotion: A change in rank of an employee from a position in one classification to a position in another classification having a higher rate of pay and carrying a greater scope of discretion and responsibility than that previously held.
22. Recall: The re-employment of personnel previously separated from employment with the Township as a result of a layoff.
23. Resignation: Means the voluntary separation from the Township by the employee.
24. Seasonal Appointment: An employee who works a certain regular season or period of the year performing some work or activity limited to that season or period of year. Seasonal employees are not entitled to receive Township benefits other than those required by law.
25. Seniority: The length of continuous service with the Township.
26. Suspension: The act of temporarily relieving an employee from duty without pay, usually for a short period of time [i.e., one (1) to thirty (30) days] in order to correct or improve the employee's conduct or performance.



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27. Temporary Employee: An employee employed to work a defined period of time, generally not to exceed one hundred twenty (120) days duration, and who is not eligible for Township benefits.
28. Township: Hamilton Township; Warren County, Ohio.
29. Transfer: A lateral move from one position to another having the same salary range and same level of responsibility within the classified service.
30. Vacancy: A position duly created and existent but not occupied by an individual.
31. Verbal Warning (Counseling): The discussion a supervisor holds with an employee in which the supervisor counsels the employee for his/her conduct and impresses upon the employee the need for improvement. This level of corrective action is intended to eliminate misunderstandings immediately and set and maintain desired standards of conduct and performance. A notation of the date, time, and reason for a verbal warning shall be kept in the employee's personnel file, including Auxiliary personnel.
32. Volunteer: An individual who is assisting the Township in a non-pay status, or for nominal pay, who is not eligible for Township benefits.
33. Written Reprimand (Warning): Means a written record of corrective action, usually issued after a verbal warning has failed to improve an employee's conduct or performance.

<b>AMENDMENTS</b>	<b>SECTION 1.05</b>
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These policies and procedures may be amended or modified from time to time as needed. Where the amendment or modification is necessitated by new or modified state or federal laws or regulations, it shall be the responsibility of the Department Heads to effect the change and disseminate copies to all manual holders. Where the amendment or modification affects an employee benefit or would incur a financial obligation on the Township, the Department Head shall prepare a resolution for the Board of Trustees consideration. The Board, at a regularly scheduled meeting, may adopt, modify or reject the proposed change. Board approved changes shall be disseminated by the Department Heads to all manual holders.

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**CHAPTER 2  
EQUAL EMPLOYMENT OPPORTUNITY**

- 2.01 EQUAL EMPLOYMENT OPPORTUNITY
- 2.02 AMERICANS WITH DISABILITIES ACT
- 2.03 DISCRIMINATORY HARASSMENT
- 2.04 MERIT SYSTEM EMPLOYER
- 2.05 EEO / DISCRIMINATION COMPLAINT PROCEDURE
- 2.06 DISCRIMINATION DISCIPLINARY PROCEDURE

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**EQUAL EMPLOYMENT OPPORTUNITY**

**SECTION 2.01**

- A. Hamilton Township is an Equal Opportunity Employer. No personnel decisions concerning any term or condition of employment shall be unlawfully based upon race, color, religion, sex, national origin, age, disability, military status, or any other protected class except where such criteria constitutes a bona fide occupational requirement.
- B. The Human Resources Manager, or designee, is the Township's EEO Coordinator. The EEO Coordinator is responsible for providing information regarding antidiscrimination laws to employees and others, and for reviewing and resolving complaints involving alleged discrimination not resolved by the department head.
- C. The EEO Coordinator shall be responsible for formulating, implementing, coordinating, and monitoring all efforts in the area of equal employment opportunity. Department heads and supervisors shall maintain responsibility for their actions in regard to offering equal opportunity to each department employee or job applicant and for attempting to resolve discrimination complaints within their respective departments not personally involving the department head.
- D. No inquiry shall be made as to race, color, religion, sex, national origin, age, disability, or military status of an applicant, except as necessary to gather equal employment opportunity or other statistics that, when compiled, will not identify any specific individual. Disclosure of this information by the employee is a voluntary action on the applicants part.

**AMERICANS WITH DISABILITIES ACT**

**SECTION 2.02**

- A. The Employer supports the intent and purposes of the Americans with Disabilities Act (ADA) and will not discriminate against qualified individuals with disabilities because of the disability of such individual in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. Employees requesting a reasonable accommodation shall be responsible for providing all supporting documentation and evidence to the EEO Coordinator along with a written request.

The EEO Coordinator is responsible for providing information about the ADA to employees and others, reviewing and validating requests for accommodation, and for reviewing and resolving complaints involving alleged discrimination against the disabled.

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**DISCRIMINATORY HARASSMENT**

**SECTION 2.03**

It is the policy of Hamilton Township to maintain an environment free from all forms of discrimination, including gender-based discrimination due to sexual harassment. In order to maintain this environment, discriminatory harassment, whether committed by supervisors, co-workers, or members of the public, is strictly prohibited.

**A. Definitions**

1. Discriminatory harassment or conduct: a type of harassing conduct that is based upon an employee's race, color, sex, national origin, age, religion, ancestry, disability, military status or other protected activity as defined by law, including but not limited to the following examples:
  - a. engaging in inappropriate conduct or making jokes or inappropriate comments;
  - b. bringing any item to the workplace environment for purposes of a joke, or for any other non-business purpose, which may be offensive to others;
  - c. using any official Township property, including bulletin boards or space in an employee's office, cubicle or locker, for purposes of a joke or for any other non-business purpose which may be offensive to others;
  - d. defacing any Township property or personal property of another for purposes of a joke or for any other non business purpose, which may be offensive to others.
  
2. Sexual harassment: a form of sex discrimination and discriminatory conduct, including, but not limited to the following:
  - a. repeated unwanted and/or offensive sexual flirtations, advances, or propositions;
  - b. repeated verbal abuse of a sexual nature;
  - c. graphic or degrading verbal or written comments about an individual, the individual's appearance, or the individual's sexual orientation;
  - d. the display of sexually suggestive objects, pictures, or the display of same through other media;
  - e. the implication or threat that an employee's or applicant's employment, assignment, compensation, advancement, career development, or other condition of employment will depend on the employee or applicant's submission to sexual harassment in any form; and
  - f. any offensive, abusive, or unwanted physical contact.

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**B. Responsibility:**

1. It is the responsibility of all employees to aid the Employer in maintaining a work environment free from discrimination, including sexual harassment. Therefore, it is the responsibility of each employee, including supervision and management, to immediately report any instances of discriminatory harassment to the proper authority (see reporting procedure below). Any employee who observes any conduct that may constitute discriminatory harassment of a co-worker, but fails to report same, may be subject to disciplinary action. Moreover, any employee who receives a complaint alleging conduct which may constitute discriminatory harassment or conduct of any Township employee, but fails to report same, may be subject to disciplinary action.
2. It is further the responsibility of each department head or supervisor to ensure that all employees who report to the supervisor are aware of the policy against discriminatory harassment, that they are aware of the complaint and reporting procedures, and that they are aware of the consequences of engaging in discriminatory harassment.
3. It is the responsibility of each department head or supervisor to maintain an environment free from discriminatory harassment. Department heads and supervisors shall familiarize themselves with this policy, the complaint and reporting procedures, the proper methods of investigating complaints of harassment, and the disciplinary procedures regarding discriminatory harassment.

**C. Procedure:**

1. Once a complaint of discriminatory harassment has been received, or an instance of discriminatory harassment has been reported, the complaint shall be immediately forwarded to the proper member of management for investigation. This person shall then immediately investigate the matter in accordance with the investigation procedure. The complaining employee and/or the reporting employee will be informed of the results of the investigation.
2. If, after a thorough and prompt investigation, it is determined that discriminatory harassment has occurred, the employee who has been found to have committed discriminatory harassment will immediately be disciplined in accordance with the disciplinary procedure for discriminatory harassment. The complaining and/or reporting employee(s) will be informed of the results of the disciplinary procedure.
3. If, after the investigation, it is determined that no discriminatory harassment occurred, or that there is insufficient evidence to determine whether or not discriminatory harassment has occurred, the complaining employee and/or reporting employee will be informed of same.
4. The Employer will make every effort to keep the complaint confidential, except as required by law and as may be reasonably necessary to successfully complete the investigation.
5. The Employer protects, as much as possible, employees involved as part of the investigation, from retaliation.

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**MERIT SYSTEM EMPLOYER**

**SECTION 2.04**

As an entity that receives grants, the Township is committed to the concept of a merit system. Under our merit system, employees and applicants shall be evaluated solely on merit without regard to race, sex, religion, national origin, age, disability, military status, or any other factor prohibited by law.

**EEO/DISCRIMINATION COMPLAINT PROCEDURE**

**SECTION 2.05**

Any employee who believes that he/she has been the subject of discrimination or discriminatory harassment, and/or any employee who has witnessed an incident, or incidents of such discrimination or discriminatory harassment, shall report the matter(s) to the proper authority immediately.

- A. Any employee who believes that he/she has been the subject of or witness to discrimination, including sexual harassment, shall immediately report the alleged act(s) to the EEO/ADA Coordinator. If the EEO/ADA Coordinator for the employee's department is the subject of the complaint, the employee should report the incident to the Township Law Director.
- B. The employee alleging discrimination or discriminatory harassment shall complete the Discrimination Complaint Form provided for that purpose. The employee should provide the following information:
  - 1. The employee's name;
  - 2. The name of the subject of the complaint;
  - 3. The act(s) complained of;
  - 4. The date(s) of the act(s);
  - 5. Any witnesses to the alleged acts; and
  - 6. The remedy the employee is seeking.

This form should be completed by the employee as soon as possible following the alleged act giving rise to the discrimination or harassment complaint.

- C. If the employee alleging the discrimination or discriminatory harassment is unwilling to complete the complaint form, the matter should be addressed under the "duty to report" section and the form should be completed by the person(s) to whom the verbal complaint was made. This form should be completed as soon as possible and no later than two (2) days after the date the alleged act of discrimination or harassment was reported.
- D. After the Discrimination Complaint Form has been completed, the complaint will be promptly investigated by the appropriate authority.
- E. If the investigation reveals that the complaint is valid, prompt action will be taken to end the discrimination and/or harassment immediately.

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**DISCRIMINATION DISCIPLINARY PROCEDURE**

**SECTION 2.06**

All allegations of discrimination and/or discriminatory harassment shall be promptly investigated. When it is determined that there is cause for believing that an act of discrimination or discriminatory harassment has occurred, the following steps will be followed:

1. All complaints alleging illegal discrimination or discriminatory harassment shall be filed on the Discrimination Complaint Form. This form shall be filed as soon as possible after the date the alleged discrimination occurred.
2. The EEO/ADA Coordinator or other designated individual shall investigate all complaints and respond to the complainant as soon as possible following completion of the investigation. If the complainant is not satisfied with the initial response, he/she may file the complaint with Board of Trustees.
3. The charged party may immediately be suspended with pay or temporarily transferred pending the final resolution of the complaint.
4. If the charged party requests it, a meeting will be held during which the charge will be explained to the charged party, and the charged party will be given the opportunity to respond to the charge. This response may be in writing and submitted to the person conducting the investigation.
5. Following the meeting and/or completion of the investigation, a final determination will be made. If it is determined that a prima facie case of discrimination or discriminatory harassment has been established, the charged employee will be verbally notified and disciplinary action will be implemented. Any required follow-up measures, such as training, counseling, etc., shall be the employee's responsibility and failure to successfully complete the required corrective measures may be considered insubordination and result in further disciplinary action, up to and including termination.
6. Non-employees found to have committed an act of illegal discrimination against an employee will be dealt with appropriately as allowed by law.
7. Any employee that makes a false statement and/or false accusations during the investigation will be subject to appropriate discipline in accordance with Township policy.
8. When reviewing complaints alleging a violation of the ADA by the Township, the EEO Coordinator or other designated investigator will determine whether the complainant is a "qualified person with a disability," whether the Township may have discriminated against the complainant, and, if so, whether the Township can "reasonably accommodate" the complainant or otherwise resolve his/her complaint.

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- 3.01 POSITION VACANCIES AND ANNOUNCEMENT
- 3.02 EVALUATION OF APPLICANTS
- 3.03 EXAMINATIONS AND TESTING
- 3.04 IMMIGRATION REFORM AND CONTROL
- 3.05 EMPLOYMENT OF RELATIVES
- 3.06 NEW HIRE REPORTING



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**POSITION VACANCIES AND ANNOUNCEMENT**

**SECTION 3.01**

- A. The Township shall normally post, for ten (10) workdays, vacancies which occur or are imminent within the Township, except in those cases where an employee is eligible for reinstatement from layoff to the vacant position.
- B. During the posting period, any employee wishing to be considered for the vacant position shall submit a written letter of intent and all relevant training and certification records to the Human Resources Manager. The Township is not obligated to consider any applications submitted after the close of the posting period.
- C. Vacancies in positions above the entry level shall be filled, insofar as practicable, by the promotion of current qualified employees. If no current employee is deemed to be qualified for the vacant position, the job shall be filled through the selection of a qualified outside candidate. Appointments to vacant positions shall be made based solely on the applicant's knowledge, skills, and abilities, educational background, performance evaluations, and other job-related qualifications.
- D. External applicants wishing to be considered a current vacant position with the Township shall be required to complete a Hamilton Township Employment Application. Applications will only be accepted for current job vacancies.
- E. Applicants are required to fill out the Application form completely and sign the form, verifying that the information provided is true and accurate. Refusal to provide requested information, refusal to sign the form, or providing false or incomplete information may result in elimination of the applicant from consideration.
- F. All applications shall be kept in active status for a period of six (6) months from the date filled. After this period, the application will be placed in an inactive file unless the applicant re-files by updating the information on the original application. All applications filed with the Township shall be kept for a minimum of three (3) years from the date filed. (Chapter XIV Equal Opportunity Commission, Title 29, Part 1602).
- G. Applications of new and current employees shall be retained in the employee's personnel file during the term of employment and in accordance with the Township's records retention schedule thereafter.

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**EVALUATION OF APPLICANTS**

**SECTION 3.02**

- A. Appointments to vacant positions in the Township, either by internal promotion or external selection shall be based solely on which applicant best meets the job-related qualifications and possesses the highest knowledge, skills and ability to perform the essential functions of the position as ascertained through job-related selection methods.
- B. A review of all applications shall first be made to determine those applicants who possess the minimum, job related qualifications as stated on the position description (e.g., minimum licenses, certifications, experience, etc.).
- C. Upon determination of which applicants meet the minimum job-related qualifications, stated on the position description, the appointing authority or designee will consider each applicant's:
1. knowledge, skill and ability to perform the essential functions of the position;
  2. work experience in positions comparable to the vacant position;
  3. work history (i.e., length of past employment, reasons for leaving, etc.);
  4. work record (i.e., attendance, performance, disciplinary actions, etc.);
  5. application appearance;
  6. education, licensure, certifications.
- D. Otherwise qualified applicants may be eliminated from consideration for a position if the applicant:
1. makes a false statement or omission of material fact on the employment application or other hiring documents;
  2. has committed or attempted to commit a fraudulent act at any stage of the selection process;
  3. is an alien not legally permitted to work; or
  4. has previously been terminated for just cause, except in unusual circumstances to be determined by the Employer.
- If an applicant is hired and it is subsequently discovered that any of the above disqualifying criteria apply, the employee may be disciplined or discharged as provided in this manual.
- E. If the applicant is not disqualified and the applicant is determined to possess the qualifications, knowledge, skills, and abilities necessary to perform the vacant position, the applicant may be interviewed by the Department Head and the Human Resources Manager. Candidates for higher level positions may be interviewed by the Township Trustees and/or a designee, as appropriate.
- F. Once a preferred candidate has been selected, the Employer may inquire whether the candidate requires an accommodation to perform the job. The Employer will not classify a candidate who requires an accommodation as unqualified because that candidate requires an accommodation. However, if the Employer cannot provide a reasonable accommodation, or only an accommodation that would cause undue hardship to the Employer, the candidate may be considered unqualified.
- G.. The applicant shall not be required to submit to a medical examination until the Employer has made a conditional offer of employment to the applicant (See Section 3.03, Examinations & Testing).

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- H. The Employer may conduct a background, credit, or other records check in accordance with the Fair Credit Reporting Act. For certain positions, the Employer may also conduct a Department of Motor Vehicles, credit, and/or criminal records check. The Employer may also require a polygraph examination for certain positions. All applicants will be required to sign all necessary releases in order for the Township to receive the necessary requested background information. Failure to sign the release will be sufficient cause to eliminate the applicant from further consideration for employment with the Township.
- I. The Employer shall maintain a record keeping system reflecting the disposition of all job applicants and any necessary data required by the EEOC or any affirmative action plan.

**EXAMINATIONS & TESTING**

**SECTION 3.03**

A. Medical Examinations (Applicants and Employees)

A medical examination by a licensed practitioner may be required prior to appointment or immediately following appointment (within 10 days) to evaluate the selected applicants' physical and/or psychological condition as it relates to the applicants' ability to perform the essential functions of the position for which they are applying. Examinations may include any job related examination determined to be a pre-employment requirement. No medical examination will be required until the Employer has made the applicant a conditional offer of employment. Information gathered from a medical examination may be sufficient cause to eliminate an applicant from further consideration so long as such elimination is in compliance with federal and state law.

- 1. If required, the Employer shall select the licensed practitioner to administer the examination and shall pay the cost. For purposes of this policy, a "licensed practitioner" is a physician, psychiatrist, psychologist, or other appropriately licensed mental health professional such as a licensed clinical counselor or licensed independent social worker who is licensed to perform the appropriate examination.
- 2. Applicants may obtain, with approval of the Employer, a waiver of the medical examination requirement for the following reasons:
  - a. verified religious opinion or affiliation, or
  - b. reinstatement within one (1) year of separation.

Any applicant requesting to waive the examination requirement for one of the above reasons shall submit a written affidavit describing the applicant's state of health at the time of employment.

- 3. After hire, employees may be legally required to submit to medical examinations for certain purposes during their period of employment with the Township. Such an examination is intended to ensure that the incumbents continue to be physically and mentally able to perform the duties of their position. Examples include, but are not limited to: examination to certify eligibility for leaves of absence; ability to perform the essential functions of the job (fitness for duty), examination to assess for Workers' Compensation; examination required by Occupational Safety and

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Health programs etc. A medical examination may also be required to determine an employee's ability to return to work following a medically related leave of absence.

**B. Background Checks and Polygraph Examinations**

The most qualified applicant(s) will be sent for a polygraph examination, at the Employer's expense. The Employer will also conduct a background and/or reference check on all potential candidates selected for employment, and may conduct credit, or other records checks, in accordance with the Fair Credit Reporting Act. For certain positions, the Employer may also conduct a Department of Motor Vehicles and/or criminal records check. All applicants will be required to sign all necessary releases in order for the Township to receive the necessary requested background information. Failure to sign the release will be sufficient cause to eliminate the applicant from further consideration for employment with the Township. Information acquired during any background check or polygraph examination may be grounds for elimination of an applicant from further consideration for employment.

**C. Drug Tests**

In accordance with the Drug Testing Policy and Drug Free Workplace Policy (Sections 7.09 & 7.10 of this Manual), all applicants who have been offered employment with the Township will be required to submit to a pre-employment drug test. Any applicant refusing the drug test, or whose results are reported as positive, dilute, substituted, or adulterated will not be hired and will not be reconsidered for employment with the Township for at least one (1) year.

**D. Assessment Tests**

Applicants for certain positions may be required to successfully complete a variety of job-related tests or skills assessments as determined by the Township, including but not limited to, written tests, assessment centers, interviews, physical ability, agility, or fitness tests, or other job related test or evaluation.

**IMMIGRATION REFORM AND CONTROL**

**SECTION 3.04**

A. In accordance with the provisions of the Immigration Reform and Control Act of 1986, the Township has adopted the policy set forth below.

1. Hamilton Township shall not knowingly hire, recruit, or continue to employ any alien hired after November 6, 1986, without substantiating and documenting that alien's eligibility in accordance with provisions established by this policy.
2. The Township has established an employment verification system and shall retain appropriate records establishing that each employee of the Township, hired after November 6, 1986, is lawfully authorized to work in the United States as either a U.S. citizen or as a "properly documented alien".
3. As a condition of continued employment, the Department Head or designee(s) shall verify both the identity and the employment eligibility of newly hired employees for employment.

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4. It is the intention of the Township not to discriminate in hiring on the basis of national origin and citizenship status except as otherwise provided by law. The Township will not discriminate against any citizen insofar as that person has completed a declaration stating that he intends to declare U.S. citizenship within six (6) months of eligibility for naturalization.

**EMPLOYMENT OF RELATIVES**

**SECTION 3.05**

**A. POLICY**

Hamilton Township is an Equal Opportunity Employer who is interested in hiring able, qualified applicants for employment when they meet the specified qualifications for a position. The Township's goal is to hire the most qualified applicant who is best suited to the position. Notwithstanding this express goal, Sections 2921.42 and 102.03 of the Revised Code, prohibit public employees from authorizing, or employing the authority or influence of his or her office to secure the authorization or continuation of the terms and conditions of employment for a relative of the employee.

**B. PROCEDURES**

1. Relatives of persons currently employed by the Township may be hired if they meet minimum qualifications for consideration for employment and as long as such employment does not, in the opinion of the Board of Trustees, create actual or perceived conflicts of interest.
  - a. For purposes of this policy, relatives are defined to include spouses, parents, children, siblings, grandparents, grandchildren, aunts, uncles, first cousins or corresponding in-law or "step" relations. All applicants for employment with Hamilton Township must divulge through the application process if they are a relative of, or residing with, a current employee.
  - b. Relatives of Elective Officials may not be hired in any full-time capacity as to not create actual or perceived conflicts of interest within the Township Organization.
2. Employees with relatives working for the Township will be assigned to separate positions, departments, and/or shifts so as to ensure that one relative's work responsibilities, salary, or career progress cannot be influenced by the other relative. No employee is permitted to participate in the evaluation, testing, or interviewing of a relative with regards to their employment, salary, or career progress with Hamilton Township. No employee is permitted to work in any position in which the Board of Trustees believes an inherent conflict of interest may exist due to the employment of a relative.
3. In situations in which one relative is within the same "chain of command" as another employee, the employee who is in a higher position shall not make any decisions regarding discipline, scheduling, or assignment of duties to the relative. All such decisions will be made by an individual at a higher level in the chain of command so as to avoid any real or apparent undue influence by an employee's relative. Directives which are merely

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operational in nature may be given. Exceptions to this rule may be made in emergency situations, but all decisions made in such situations will be carefully reviewed at the conclusion of the emergency situation to ensure that no improprieties occurred. If improprieties are found to have occurred, discipline will be administered in accordance with Township policies.

4. In addition, Hamilton Township recognizes that at times, employees and their “close friends,” “domestic partners”, or “significant others,” may be assigned to positions that create a coworker or supervisor-subordinate relationship. Hamilton Township will, at its discretion, exercise sound judgment with respect to placement of employees in these situations in order to avoid the creation of a conflict or the appearance of a conflict of interest, avoid favoritism or the appearance of favoritism, and decrease the likelihood of harassment in the workplace.
5. If such a relationship is established following employment, the Department Head will review the situation with the Human Resources Manager in light of all the facts (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.), and will determine whether one or both parties need to be moved to another job or department. If it is determined that one party must be moved, and there are jobs in other departments available for both, the parties may decide who will be the one to apply for a new position. If the parties cannot amicably come to a decision, or the party is not chosen for the position to which he or she applied, the parties will contact the Human Resources Manager, who will decide which party should be moved. That decision will be based upon the operational need and the best interest of organization as a whole. If it is determined that one or both parties must be moved, but no other jobs are available for either party, the parties will be given the option to decide which party will resign. If the parties fail to agree, or neither party is willing to resign voluntarily, the Employer shall decide which party shall be terminated from employment.

**NEW HIRE REPORTING**

**SECTION 3.06**

- A. Generally: In accordance with O.R.C. §3121.89-3121.891, the Employer shall report certain information about employees who are newly hired, rehired, or who return to work after a separation of employment. This information will be used by the Ohio Department of Jobs and Family Services (ODJFS) to help locate parents who owe child support, to make adjustments in public assistance benefits, and to identify persons who are fraudulently receiving benefits. In addition, new hire reporting information is available to other state agencies to help detect and prevent erroneous unemployment or workers’ compensation payments.
- B. Employee Definition: The statute defines employee as any individual who is employed to provide services to an employer for compensation and includes an individual who provides services to an employer under a contract as an independent contractor and who is an individual, the sole shareholder of a corporation, or the sole member of a limited liability company.
- C. Deadline: Information regarding newly hired, rehired or returning employees shall be submitted within 20 days of the hire or rehire date.
- D. Reporting Procedure:

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1. There are a variety of ways to report new hires, including online reporting, electronic reporting, and by mail or fax. These options for reporting are discussed in detail on the Ohio New Hire Reporting Center's website at: [www.oh-newhire.com](http://www.oh-newhire.com).
2. If the Employer prefers to submit the Ohio New Hire Reporting Form by mail or fax the Employer shall complete and forward the form to the address or fax number contained in the top left-hand corner of the form. A copy of this form is included in this manual or can be obtained from the above listed website.
3. For questions or technical assistance regarding the new hire reporting process employers can contact the Ohio New Hire Reporting Center at (614) 221-5330 or call the toll-free number (888) 872-1490.

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**CHAPTER 4  
EMPLOYEE PERFORMANCE**

- 4.01                    REQUIREMENTS FOR EMPLOYMENT
- 4.02                    PROBATIONARY PERIOD
- 4.03                    PERFORMANCE EVALUATION



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**REQUIREMENTS FOR EMPLOYMENT**

**SECTION 4.01**

- A. The Employer appoints, employs, disciplines, and establishes policies and procedures and other conditions of employment for its employees. The Board of Township Trustees determines compensation and other fringe benefits for employees. Employment with the Township is employment in a public agency, subject to federal, state and local laws and the requirement that employees recognize and agree to abide by all applicable laws and all applicable policies and procedures as a condition of employment.
- B. All employees must be residents of the State of Ohio and maintain a valid Ohio Driver's License.
- C. All applicants for employment must be able to perform the essential functions of the position for which they apply with or without a reasonable accommodation and must possess or be able to obtain within a reasonable time frame any required licensing, certification, bonding, or other employment requirements as specified in the position description, including a valid Ohio driver's license.
- D. It is the responsibility of everyone connected with this Township to recognize that the chief function of this local government is to serve the best interests of all people of Hamilton Township at all times.
- E. Except as provided by law or contract, all Township employees shall be considered at-will employees and shall have no guarantee of continued employment either express or implied. Neither the successful completion of a probationary period or the completion of performance evaluations alter an employee's classification as at-will. An at-will employee may be reduced, suspended, or removed from employment at the discretion of the appointing authority.

**PROBATIONARY PERIOD**

**SECTION 4.02**

- A. The probationary period is to make certain an employee is suitable for the position for which they were hired or promoted. For the probationary period to be of value, it is important that the Township have the cooperation of the Department Head in seeing that the probationary employee receives adequate on-the-job training and is made aware of any aspect of his/her work that may need improvement. Completion of the probationary period does not give any employee tenure that is not required by law and non-police, non-fire, and non-bargaining unit personnel remain employed at-will.

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**B. New Employees**

1. Individuals hired by the Township as employees shall be required to successfully complete a probationary period of 180 days beginning on the date of hire. An employee's probationary period may be extended by 90 days, upon request by the employee's supervisor, recommendation of the Human Resources Manager, and upon approval of the Board of Trustees.
2. If a probationary employee's performance does not merit continued employment, the employee may be removed at any time during the probationary period, with or without cause and without right of appeal.
3. Upon completion of an employee's probationary period, the employee's continuous service is retroactive to his/her date of hire.

**C. Promoted Employees**

1. Employees promoted into a higher level position shall be required to successfully complete a probationary period of 180 days beginning on the date of promotion.
2. If a promoted employee's performance does not merit continued employment in the position, the employee may be returned to the employee's former position at the employee's previous rate of pay. If the same or similar position is not vacant, the employee will be assigned the most appropriate position for which the employee is qualified. If no available position exists, the employee shall be treated as if the position to which the employee is being demoted had been abolished. In such case, the employee will be offered appropriate displacement rights to another position. A new probationary period is required following such a demotion. Such reduction is not disciplinary action and shall not preclude advancement to other vacant positions.

**D.** Part-time employees who work a portion of each workday shall have their probationary period determined by the number of calendar days following appointment in the same manner as full-time employees. Employees who work less than the normal number of workdays per week shall have their probationary period determined based upon the number of hours actually worked (e.g., 1040 hours for the equivalent of 6 months).

**E.** Only such time during which an employee is in active pay status shall be counted as part of the probationary period.

**F.** A newly hired employee's performance during probation shall be evaluated by the employee's supervisor and Department Head prior to the completion of the probationary period.

**G.** If an employee is rehired more than sixty (60) days after termination, voluntary resignation, or retirement, he/she will be rehired as a probationary employee.

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**PERFORMANCE EVALUATION**

**SECTION 4.03**

- A. A written performance evaluation provides the Employer with an effective mechanism to measure and communicate levels of job performance to employees. It provides the employee with documented, constructive feedback concerning current job performance. Documented performance evaluation serves as a basis for important management decisions regarding training needs, job assignments, promotion and retention and compensation of employees.
- B. Each Township employee shall be evaluated annually after completion of his/her probationary period. Probationary employees will receive a probationary evaluation prior to the ending date of the employee's probationary period.
- C. Each employee will be provided a copy of his/her performance evaluation. The employee's Department Head, supervisor, or designee will discuss the report with the employee, and counsel the employee regarding any improvement in performance which appears desirable or necessary.
- D. Each employee will be required to sign his/her performance evaluation to certify that he/she has read it. If an employee disagrees with his/her performance evaluation, the employee may prepare a written response within ten (10) days following their evaluation, which will be kept in the employee's personnel file.

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**CHAPTER 5  
CLASSIFICATION AND COMPENSATION**

- 5.01 COMPENSATION
- 5.02 OVERTIME / COMPENSATORY TIME / CALL-IN PAY
- 5.03 EXPENSE REIMBURSEMENT
- 5.04 RETIREMENT PLAN
- 5.05 WORKER'S COMPENSATION
- 5.06 HEALTH AND LIFE INSURANCE
- 5.07 CONTINUED HEALTH INSURANCE COVERAGE

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**COMPENSATION**

**SECTION 5.01**

- A. The Hamilton Township Board of Trustees will establish an equitable compensation system for Township employees. The purpose of the compensation plan is to maintain a just and fair relationship among the wages paid for the various types of work performed in the Township, and to provide for a fair and equitable relationship to the rates for similar jobs in the community.
- B. Unless otherwise specified employees will be paid bi-weekly.
  - 1. Employees are responsible for reviewing paychecks for errors. Employees are required to notify the Township Fiscal Officer's Office immediately of any mistakes or errors in pay.
  - 2. A lost paycheck must be reported immediately to the to the Fiscal Officer's Office. The Township is not responsible for lost paychecks; however an attempt to stop payment will be made.
  - 3. Pay advances are not permitted under any circumstances.
  - 4. If an employee is absent on a payday, the employee may authorize another person to pick up the employee's paycheck or direct deposit stub from the Fiscal Officer's Office. Such request must be in writing, naming the authorized person signed by the employee. The person so authorized may be required to show proper identification and sign for the check or receipt.
- C. All employees are required to accurately record hours worked, including but not limited to assigning the time worked to the correct department, properly recording the time worked, and timely submitting all timecards or timesheets to the appropriate supervisor. Employees may be required to sign their timesheets and the Department Head may be required to sign department payroll sheets.
- D. Under no circumstances are employees permitted to complete, alter, or sign a timesheet for another employee.
- E. Applicable federal, state, and local income taxes, as well as retirement deductions are withheld from each paycheck. The Township reserves the right to obey all laws that pertain to paychecks, including garnishments.
- F. Permissible Pay Deductions for Exempt Employees

The Township intends to accurately and legally compensate its exempt employees. The Township prohibits its management members from making any improper deductions from exempt employees' salaries. If the Township classifies an employee as an exempt employee, the employee's salary is intended to compensate the employee for all hours the employee works for the Township. Job titles do not determine exempt or salary status. Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each applicable pay period that cannot be reduced because of variation in the quality or quantity of the employee's work. That salary may be subject to review and modification from time to time, such as in compensation reviews. Exempt employees do not need to be paid for any work week when they perform no work.

Subject to certain exceptions listed below, exempt employees must receive their full salary for any work week when they perform any work, regardless of the number of days or hours worked. Under

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applicable federal and state law, however, an exempt employee's salary can be reduced for these reasons:

- Full day absences from work for personal reasons (other than sickness or disability);
- Full day absences from work due to sickness or disability pursuant to a bona fide policy of providing compensation for salary lost due to illness;
- To offset amounts received as jury or witness fees or military pay;
- Unpaid disciplinary suspensions for 1 or more full days for violations of the Township's written workplace conduct policies;
- Penalties imposed for infractions of safety rules of major significance (in partial or full day increments);
- For the first or last week of employment if you work less than a full work week;
- Deductions for unpaid leave taken under the FMLA (covering full or partial day absences).

The Township also may take certain other deductions from an exempt employee's salary such as local, state and federal taxes, social security and FICA taxes, any applicable fringe benefit plan that requires an employee's contribution for participation, court-ordered deductions (garnishments and child support), or any other reasons where the employee has authorized the deduction, in writing, and the Township has approved it. Additionally, it is not an improper deduction to reduce an employee's unused and applicable vacation, personal days, or sick hours for full day absences for personal or medical reasons.

### **Reporting Questions Or Concerns**

While the Township strives to pay our employees correctly, sometimes mistakes can occur. Therefore, any employees that have questions or concerns about any deduction from their salary should immediately contact the Human Resources Manager.

Employee concerns will be promptly investigated. If it is determined that an improper deduction took place, the employee will be promptly reimbursed by the next applicable pay period. The Township will not tolerate any retaliation against individuals who report alleged violations of this policy or who cooperate in any ensuing investigation. Corrective action will be taken against any employee who violates this policy.

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**OVERTIME/COMPENSATORY TIME/ CALL IN PAY**

**SECTION 5.02**

- A. Overtime is generally discouraged and is for emergency situations only. All overtime must be approved by the department head or designee. Scheduled overtime, which is subsequently cancelled, shall not entitle the employee to any overtime compensation.
- B. Exempt Employees: Certain salaried employees of the Township may meet the criteria to be exempted from the overtime provisions of the federal Fair Labor Standards Act (FLSA). If the Township decides to exempt such an employee, the employee shall be notified. An employee who has questions as to whether his/her employment status is “exempt” or “non-exempt” should ask his/her department head. Exempt employees may receive “exempt accrual time (EAT)” as follows:
1. EAT time may be accrued on an hour-for-hour basis for those exempt employees who work more than 80 hours in a two-week pay period.
  2. The maximum EAT an employee may accrue is 80 hours.
  3. EAT may be taken with prior approval of the exempt employee’s supervisor and must be scheduled at time mutually convenient to the employee and the Township.
  4. EAT must be taken in minimum increments of one hour.
  5. Upon separation from employment, employee shall be paid up to the maximum allowed time for all accrued but unused EAT at the employee’s rate of pay at the time of termination.
- C. Non-exempt Employees (non-Fire personnel): In the event a non-exempt employee is required to work overtime, he/she shall be entitled to overtime compensation at one and one-half (1-1/2) times his/her regular hourly rate of pay for all hours actually worked in excess of forty (40) hours in one workweek. For purposes of overtime calculations, the workweek is defined as beginning at 12:01 a.m. Sunday and ending at 12:00 midnight each Saturday.
- D. Fire Personnel: Fire-fighting personnel will receive overtime compensation as follows:
1. Fire personnel working an 80 hour pay cycle will receive overtime pay at the rate of one and one-half (1 ½) times their equivalent hourly rate for all hours worked in excess of 40 hours in any workweek of a two week pay period.
  2. Career Fire personnel working a 96 hour pay cycle will receive overtime pay at the rate of one and one-half (1 ½) times their equivalent hourly rate for all hours actually worked in excess of 106 straight hours in any two week scheduling period, unless otherwise outlined in the an employee’s collective bargaining agreement.
  3. Part-time fire personnel receive overtime pay at the rate of one and one-half (1 ½) times their equivalent hourly rate for all hours worked in excess of 106 straight hours in any two week pay period.
- E. Compensatory Time: Subject to approval of the employee’s Department Head, eligible employees may request compensatory time (“comp time”) in lieu of overtime pay, subject to the following:
1. Comp time will be calculated at the rate of one and one-half hours of comp time credit for each hour worked of overtime.
  2. The request for comp time in lieu of overtime payments must be made at the time the overtime is worked, otherwise it will be paid as overtime compensation.
  3. The maximum comp time an employee may accrue is 240 hours.

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4. Comp time may be taken with prior approval of the exempt employee's supervisor and must be scheduled at time mutually convenient to the employee and the Township. Employees must request to use comp time using the appropriate leave form.
  5. Comp time must be taken in minimum increments of one hour.
  6. The use of comp time must be properly recorded by the employee on the employee's timesheet.
  7. Upon separation from employment, employee shall be paid up to the maximum allowed time for all accrued but unused comp time at the employee's rate of pay at the time of termination.
- F. For purposes of this policy, paid leave time (paid sick leave, personal, funeral, holidays, vacation) shall not be considered time worked. Time spent overnight on official Township business shall not be considered time worked for purposes of calculating overtime.
- G. All overtime must have the prior approval of the employee's supervisor. Any employee working in excess of forty (40) hours in a workweek or in excess of the normal work schedule without prior approval is subject to discipline. However, unusual circumstances and situations may require employees to work overtime without having prior authorization. In such instances, a written report specifying the overtime worked shall be submitted for approval to the department head on the workday following the overtime worked.
- H. Call-in Pay: Non-exempt employees called in to work at time that does not abut their normally scheduled work time shall be compensated for a minimum of two (2) hours pay at the applicable rate, unless specified by Union contract.

**EXPENSE REIMBURSEMENT**

**SECTION 5.03**

Employees required by the Township to travel or use their private vehicles for official business will be reimbursed at the current IRS rate/mile, plus actual parking fees. Reimbursement for lodging, meals and incidental expenses (M&IE) shall not exceed the Federal GSA per diem rates for the geographic location where training or travel occurs. Current GSA rates can be located at [www.gsa.gov](http://www.gsa.gov). As per the GSA schedules, the first and last day of travel is reimbursed at 75% of the M&IE rates. Expenses exceeding the per diem allowances shall not be reimbursed and are the responsibility of the employee incurring such expenses, unless otherwise pre-approved by the department head. Reimbursement for alcohol and tips is prohibited by Ohio law. Any Employee desiring to attend a training conference or seminar shall submit a written request to attend including the expenses for room, meals, mileage or airfare to their Department Head. Out-of-state travel requires "PRIOR WRITTEN APPROVAL" by the Administrator or designee; the final determination on all reimbursement amounts and out-of-state travel arrangements remains with the Administrator or designee.

**Mileage, Parking, and Tolls**

- Employees utilizing their personal vehicles shall be reimbursed for actual miles, while on Official Township business, at the IRS approved rate in effect at the time of the travel.



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- Charges incurred for parking at the destination, and any highway tolls are reimbursable at the actual amount. Receipts for parking costs and highway tolls are required.

Meals

- Expenses incurred for meals while on official Township business will be reimbursed for the actual cost within the GSA range. Itemized receipts are required. Tips and alcohol are not reimbursable.

Overnight Trips

- Expenses covering the actual cost of a hotel will room will be reimbursed the actual cost up to the GSA range when an employee travels out of the Township on official Township business, and such travel requires an overnight stay. Hotel expenses will be reimbursed only with prior authorization of the employee's department head.

*When considering any employee's request for job-related travel, the Township will consider the special needs of an employee with a qualified disability that substantially affects the employee's ability to drive, see, hear, etc. The Township will not deny job related travel to a qualified employee with a disability solely because of the disability.*

**RETIREMENT PLAN**

**SECTION 5.04**

- A. Most Township employees are required by law to participate in the Ohio Public Employees Retirement System (OPERS) or the Police and Fire Pension Fund (PFPF), depending on the employee's job duties and classification. These plans are independent of the Federal Social Security System. Both the employee and the Employer are required to contribute to these state retirement systems in amounts set by state law. The employee's contribution is paid by payroll deduction. Information on these retirement plans may be obtained by contacting the Township Human Resources Manager.
- B. Upon hire, all employees must complete the required forms to become enrolled in the appropriate pension plan.
- C. If an employee has any further questions regarding the benefits available under these plans, he/she may contact the following:

Public Employees Retirement System  
277 East Town Street  
Columbus, Ohio 43215  
(800) 222-7377

Police and Firemen's Disability and Pension Fund  
230 East Town Street  
Columbus, Ohio 43215  
(800) 860-9599

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**WORKERS COMPENSATION**

**SECTION 5.05**

- A. State law provides that all employees be covered by Workers' Compensation for injuries that arise out of or in the course of employment. The Employer contributes to the Workers' Compensation insurance fund an amount determined by the fund, based on the Employer's claim's experience rate.
- B. All injuries which arise out of or in the course of employment shall be reported and compensated for under this Workers' Compensation section, not under the Employer's health insurance plan.
- C. It is the goal for the Township to have all employees return to his/her regular duty assignment fit and ready for duty without restriction. The Township acknowledges and may accommodate employees who are recovering from occupational injuries or illnesses and who their physician releases for "restricted" duty by offering an alternative duty assignment, unless the accommodation imposes an undue hardship on the Township. Alternative duty assignments will be decided on a case-by-case basis.

Should a transitional duty assignment be imposed, the employee is to work within the guidelines set forth by his/her physician and the alternative job duty assignment. If the employee fails to work the transitional duty assignment as outlined, the employee may forfeit his/her alternative assignment.

If accommodations for an alternative transitional duty assignment are not feasible, the employee will not be permitted to return to work until his/her physician has released him/her without job duty restrictions.

**GROUP HEALTH AND LIFE INSURANCE**

**SECTION 5.06**

- A. The Township will make available health and hospitalization insurance with supplemental benefits to eligible full-time employees following 30 days of employment with the Township.
- B. The Board of Trustees has the sole discretion to determine the carriers and/or method of providing insurance. Employees will be notified of any change in carriers or methods of providing insurance.
- C. Specific plan, premium, contribution, and deductible information will be provided upon eligibility for coverage and periodically thereafter.

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**CONTINUED HEALTH INSURANCE COVERAGE**

**SECTION 5.07**

Employees who terminate service with the Township or otherwise become ineligible for health insurance paid by the Township due to a reduction in hours may be eligible for continuation of health insurance coverage, as required by law.

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**CHAPTER 6  
ABSENCES AND LEAVES**

6.01	HOLIDAYS
6.02	VACATION LEAVE
6.03	SICK LEAVE
6.04	PERSONAL LEAVES OF ABSENCE
6.05	COURT LEAVE
6.06	BEREAVEMENT LEAVE
6.07	MILITARY LEAVE
6.08	FAMILY AND MEDICAL LEAVE
6.09	DISABILITY LEAVE / SEPARATION
6.10	ADMINISTRATIVE LEAVE

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**HOLIDAYS**

**SECTION 6.01**

- A. Full-time employees shall be entitled to the following paid holidays:

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 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25th

- B. Normally, if a holiday occurs on a Saturday, it will be observed on the preceding Friday. If a holiday occurs on a Sunday, it will be observed on the following Monday.
- C. Full-time employees shall receive holiday pay for their scheduled hours, paid at their regular hourly rate of pay. An employee must be present for a full shift on the working day before and the working day after the holiday to be eligible for holiday pay, except in extenuating circumstances approved by the employee's Department Head.
- D. Full-time non-FLSA exempt employees shall be paid one and one-half (1 ½) times the employees regular rate of pay for all hours actually worked on the holiday, in addition to the holiday pay. Full-time exempt employees who work on a holiday may receive EAT credit in accordance with Section 5.02 of the Manual, in addition to the holiday pay.
- E. Part-time, seasonal, and temporary employees are not entitled to holiday pay. Part-time employees shall receive one and one-half (1 ½) times their hourly rate of pay for all hours worked on a designated holiday.
- F. If an employee has requested paid sick or vacation leave on a holiday, the employee shall receive the holiday pay and the time shall not be charged to sick or vacation leave.
- G. Employees will not be paid for holidays while the employee is on an unpaid leave of absence or serving a disciplinary suspension.
- H. Reasonable efforts will be made to accommodate employee requests for time off to observe special religious holidays not listed in subsection A, above. Such requests must be made in advance and will be reviewed and approved at the discretion of the Employer. Any time off granted shall be without pay unless the employee(s) chooses to use available accrued vacation or compensatory time.

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**VACATION LEAVE**

**SECTION 6.02**

- A. Full-time Township employees shall be credited with paid vacation according to the following schedule:

After 1 year of completed service	80 hours vacation (equivalent to 2 weeks)
After 8 years completed service	120 hours vacation (equivalent to 3 weeks)
After 15 years completed service	160 hours vacation (equivalent to 4 weeks)
After 20 years completed service	200 hours vacation (equivalent to 5 weeks)

Vacation credit is calculated based upon a forty (40) hour workweek for regular, full-time employees (and administrative Fire Department employees) or on a forty-eight (48) hour workweek for most fire fighting personnel. Such 48-hour employees shall be credited the equivalent number of vacation hours to represent the appropriate number of weeks due. Vacation leave shall be credited during the pay period in which the employee's anniversary date falls.

- B. Part-time, seasonal, or temporary employees are not entitled to vacation.
- C. One (1) year of completed service shall be computed on the basis of 2,080 hours for 80 hour employees or 2,496 for 48 hour employees in active pay status. After completing their initial probationary period, all employees will be credited vacation time during the pay period in which employee anniversary date of one (1) full year of employment. Credit for vacation shall be prorated based upon the hours actually worked, excluding overtime. Hours worked includes hours in holiday, vacation and comp time off, but does not include sick leave, unpaid leave, or time spent on wage continuation for an injury.
- D. Vacation leave shall be taken by an employee during the year in which it is credited, unless approved by the Employer, in which case vacation may be carried over and must be taken during the next calendar year.
- E. An employee is entitled to compensation, at his/her current rate of pay, for unused vacation credit at the time of separation from employment.
- F. Vacation leave will not be granted for call-in assignments, except in extenuating circumstances to be determined by the department head.
- G. Employees who encounter sickness while on vacation will be required to furnish a doctor's certificate for any time which is to be converted from vacation to sick leave.
- H. For purposes of calculating vacation leave, years of continuous service in full-time employment with the State of Ohio or an Ohio County or an Ohio Village will be credited at the rate of one-half of the number of completed years of service. Prior service with an Ohio Township will be credited at the rate of one year of service for each complete year worked. Only full years of continuous service will be counted.

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**SICK LEAVE**

**SECTION 6.03**

A. Sick Leave

This policy is for all Hamilton Township employees who have completed their new hire probationary (orientation) period. This policy does not apply to employees who are in the probationary period whose absences are viewed to be unacceptable and may be terminated without processing through the formal disciplinary process.

1. Definitions

Absence: Any absence of more than one (1) hour of a scheduled work shift.

Scheduled Absence: Absences that have been pre-arranged and approved by the supervisor prior to the date of absence are considered a scheduled absence. Although jury duty and funeral leave cannot always be scheduled, for the purpose of this policy, they will be considered scheduled absences. In addition, approved Family Medical Leave, approved Military Leave, and approved Workers' Compensation leave is considered a scheduled absence. Scheduled absences are not counted for the purpose of performance counseling.

Unscheduled Absence: It is considered an unscheduled absence when employees are not at their work areas as scheduled or expected and are absent more than one (1) hour of a scheduled shift without making previous arrangements in accordance with the guidelines outlined. Unscheduled absences are counted for performance counseling purposes.

Tardiness/Punctuality: Tardiness is unscheduled time missed up to one (1) hour of a scheduled shift. This includes failure to report to work at the expected time, reporting back to work late from meal periods or work breaks or leaving a shift prior to the scheduled shift ending time. Tardiness absences are counted for performance counseling purposes.

2. General Provisions

All regular, full-time employees are allowed paid sick leave in accordance with the following provisions:

- a. Active employees will accrue up to four (4) hours of sick leave each bi-weekly pay period based upon hours in active pay status in the Township, unless otherwise stipulated in a Union agreement.
- b. Sick leave accumulates indefinitely and without limit.
- c. Any sick leave or personal time off must be approved by the employee's Department Head and/or his/her designee.
- d. Sick leave requests for the scheduled workday immediately before or after a holiday or vacation will be thoroughly investigated and only approved with satisfactory documentation or an exemplary attendance record.
- e. Sick leave does not accumulate while an employee is on suspension or during any unpaid leave of absence exceeding one (1) month.
- f. For employees who retire from the Township or die while still employed and who have been employed by the Township for at least twelve (12) consecutive months

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prior to retirement or death, the Township will make a lump-sum payment to the employee or the employee's estate for all accrued sick leave up to a maximum of four hundred eighty (480) hours.

- g. A newly-hired employee who has worked full-time with the State of Ohio, or a county, village, or township in Ohio, may be permitted to transfer unused (and unpaid) sick leave from their previous government employer. The maximum credited amount will not exceed two hundred forty (240) hours. Any sick leave hours transferred from a previous government employer may not be used until he/she has successfully completed the initial probationary period.

### **3. Employee Responsibility**

- a. All employees who want to use sick leave are required to contact his/her Department Head or designee prior to the start or no later than thirty (30) minutes of the scheduled starting time of the regular assigned shift for reporting his/her absence, delay, or the need to leave early prior to the start of his/her shift, unless emergency conditions make it impossible or otherwise outlined within a Union Contract.
- b. Employees must call in each day of an unscheduled absence unless he/she is able to state how long the absence will be. Failure to do so may result in denial of sick leave for the period of absence and may result in the absence being considered job abandonment.
- c. Employees absent for three (3) or more consecutive work days may be asked to provide a written statement of medical treatment and a release for work from the employee's doctor.
- d. Employees who have exhausted all sick leave and vacation leave credit may, at the employee's request, be granted a personal leave of absence without pay for up to six (6) months at the discretion of the Employer. An employee requesting such leave shall fill out a Request for Leave of Absence form, which is subject for review by the Board of Township Trustees. Extended illnesses exceeding six (6) months, or where no probable return to work date can be provided may be treated as a Disability Separation.
- e. An employee may be required to submit a medical statement for an absence of any duration when the employee's sick leave requests show a pattern (e.g., frequency, before / after holidays, specific days of the week, or month, etc.).
- f. An unreported, unauthorized absence of two (2) or more consecutive workdays, without prior notice (no call/no show) will be considered abandonment of the position and be treated as a voluntary resignation without proper notice.

### **4. Usage**

Sick leave may be requested for the following reasons:

- a. Illness or injury of the employee, or of a member of his/her immediate family where his/her attendance is reasonably necessary;



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- b. Exposure of employee or a member of his/her immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
- c. Death of a member of the employee's immediate family;
- d. Medical, dental, or optical examinations or treatment of employee, or of a member of his/her immediate family where his/her attendance is reasonably necessary; or
- e. Pregnancy, childbirth and/or related medical conditions of the employee or employee's spouse. Up to five (5) days (40 hours) sick leave shall be granted following the birth of a child, however additional sick leave may be approved with proper medical documentation.
- f. In each calendar year employees may use up to a maximum of twenty-four (24) hours of their accrued sick leave for personal time off. Personal leave must be a scheduled absence with the employee's Department Head and/or his/her designee. Personal leave must be labeled as such on the employee's time record.

For purposes of this policy, the "immediate family" of the employee is defined as, only: mother, father, brother, sister, child, step-child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of a parent.

5. Payment

- a. Employees absent on sick leave shall be paid at the same basic hourly, daily, or bi-weekly rate as when they were working.
- b. Sick leave shall be charged in minimum units of fifteen (15) minutes, unless otherwise deemed in a departmental Union Contract.
- c. Employees are charged only for days upon which they would otherwise have been scheduled to work.
- d. If sick leave is denied and as a result the employee has been over paid, such over payment shall be deducted from the employee's next paycheck.

6. Abuse of Sick Leave

- a. Any employee failing to comply with sick leave rules and regulations will not be entitled to sick leave payment.
- b. A request for sick leave may be denied by the employer based upon any investigation, which discloses facts inconsistent with proper use of sick leave. As part of the investigation, the employee may be required to submit to such medical examination, nursing visit, or other inquiry which the employer deems necessary. When, such examination is required by the employer as part of an investigation, the cost shall be paid by the employer.
- c. Any absence, which is not approved will be made part of the employee's record and may result in disciplinary action.

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- (i) Excessive Absenteeism: Unscheduled absences of five (5) occasions in the most recent 26 pay-periods are considered excessive. Such occasions of absence may include but are not limited to one (1) scheduled workday missed (or an excess of two [2] hours tardy); one (1) or more consecutively scheduled work day(s) missed for the same reason would count as one (1) occasions. Note: Reporting a false reason for absence can result in performance counseling up to and including termination.
  - (ii) Pattern Absences: Absences, which indicate a discernible pattern, will also constitute an absence of this policy. Examples of such pattern may include, but are not limited to, regular absences occurring immediately before or after scheduled days off (i.e. vacations, holiday, weekends, etc.); weekend or holiday absences during which work is scheduled; regular absences occurring the day after payday; or an obvious manipulation of the policy/ procedure (pattern of three [3] or more times) where timing of absences avoids discipline.
  - (iii) Excessive Tardiness: Excessive tardiness or failure to give the Department Head advance notice of tardiness will subject employees to performance counseling up to and including discharge.
- d. Altering a medical practitioner's statement is grounds for disciplinary action.
  - e. Time records and/or a request for sick leave with the intent to defraud shall result in immediate termination and/or refund of wages paid.

**PERSONAL LEAVES OF ABSENCE**

**SECTION 6.04**

- A. Full-time employees who have completed their probationary period with the Township may request an unpaid Personal Leave of Absence ("PLA") if the employee has exhausted all accrued paid vacation, personal, compensatory time, and if applicable, sick leave.
- B. PLA requests must be in writing and submitted to the employee's immediate supervisor as far in advance as possible. The leave request should include a physician's certificate when applicable. Requests must be approved by the Employer and the Township Trustees. Each PLA request shall be considered on a case-by-case basis, taking into consideration such factors as the employee's length of service, work history, staffing needs, and the reason for the request.
- C. If the PLA request is granted, the following applies:
  - 1. The approved leave period is unpaid.
  - 2. If leave is longer than thirty (30) days, the employee is responsible for payment of all health and life insurance premium/contribution expenses (Employee & Employer share) during the leave. Failure to pay such expenses may result in cancellation of coverage. The employee must make arrangements with the Township Human Resources Manager for making these payments.
  - 3. No vacation or sick time accrual is granted during any unpaid PLA that exceeds one month.

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4. No holiday pay will be paid during any period of PLA.
  5. Short-term PLAs of two (2) weeks or less will not affect an employee's job status or benefit coverage.
- C. If a PLA is granted for a specific purpose and it is found that the leave is not actually being used for such purpose, the Township will cancel the leave and direct the employee to return to work by giving written notice to the employee. Failure to return to work shall be cause for discharge of the employee from Township service. Employees who accept other employment while on a PLA will be considered to have voluntarily resigned from employment with the Township.
- D. An employee who fails to return to duty following the completion of an approved PLA, without an acceptable explanation to the Township, shall automatically be considered to have resigned his/her position with the Township.
- E. The Township does not guarantee that a position will be available upon return from a PLA lasting more than 30 calendar days.

**COURT LEAVE**

**SECTION 6.05**

- A. An employee necessarily absent from regularly scheduled work duties because he/she has been subpoenaed to serve jury duty or to appear as a material witness for any court of the United States, State of Ohio, or political subdivision, shall receive his/her full pay for the time absent. The employee is required to pay all fees received from the court to the Township Fiscal Officer's Office.
- B. To receive paid time off, the employee shall present a copy of the summons or notice of jury duty to the employee's supervisor as soon as practical. An employee relieved from jury duty or other obligation shall report back to work in a timely fashion. An employee may be required to present evidence verifying the duration of the time actually spent in court.
- C. When it is necessary for an employee to appear in court or attend a hearing that is of a personal nature during the employee's regular scheduled hours of work, the employee may use accrued vacation leave, comp time, or leave without pay, at the discretion and approval of the Department Head.

**BEREAVEMENT LEAVE**

**SECTION 6.06**

- A. Regular full-time employees shall be permitted, upon approval of his/her Department Head, up to a maximum of five (5) consecutive days (equivalent to 40 hours) paid bereavement leave to assist with arrangements and/or attend the funeral of an immediate family member. For purposes of this policy, the immediate family is defined as only: 1) Spouse, 2) Parent, 3) Parent-in-Law, 4) step-Parent, 5) Guardian, 6) Child, 7) Step-child, 8) Grandchild 9) Brother, 10) Sister, 11) Brother in Law, 12) Sister in Law, 13) Half or Step Brother, 14) Half or Step Sister, 14) Grandparent, or 15) Grandparent in Law. Other relatives living in the employee's household shall also be considered immediate family.

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- B. Bereavement leave of three (3) consecutive days (equivalent to 24 hours) shall be granted to attend the funeral of the following family members: 1) Aunt, 2) Uncle, 3) Aunt in Law, 4) Uncle in Law, 5) Cousin, 6) Cousin in Law 7) Niece 8) Niece in Law 9) Nephew 10) Nephew in Law.
- C. Bereavement leave days for family members listed above is not deducted from the employee's sick leave. An employee may use additional vacation or sick leave in addition to the paid leave for the death of an immediate family member where necessary to care for the needs of the family, upon approval by the Department Head and/or the Human Resources Manager.
- D. The Township reserves the right to verify requests for Bereavement leave. Proof of death and/or relationship may be required.

**MILITARY LEAVE**

**SECTION 6.07**

- A. Active Duty Leave — Military Leave is governed by both state and federal laws. In general, any employee with more than 90 days tenure who voluntarily or involuntarily enters any of the Armed Services of the United States, shall be granted a military leave of absence without pay. If not accepted for active duty, the employee shall be reinstated to the employee's former position without loss of seniority or status or reduction in pay. Employees who complete their active duty obligation (without voluntarily re-enlisting or extending that obligation) are entitled to their previous position within 30 days after their written request, provided such request is submitted within the statutorily required period following discharge or release from active duty. If temporary physical disability precludes the employee from performing the previous job, the employee shall be allowed up to one (1) year from the date of application to overcome such disability and return to work. Employees returning to previously held positions under these provisions shall receive credit for military service in areas affecting seniority status, rank, rating, increments, qualifications, etc., as though they had been continually employed.
- B. Military Reserve Leave — R.C. 5923.05 requires that permanent public employees, who are members of Ohio National Guard, Ohio Organized Militia, or other reserve components of the armed forces of the United States be authorized up to 176 hours of leave without loss of pay per calendar year for military duty or training. This payment is in addition to the gross uniformed pay and allowances the employee receives from the military.
- C. Military Reserve Leave In Excess Of 176 Hours — Any permanent public employee called to military duty for a period in excess of the 176 hours because of an executive order issued by the President of the United States, because of an act of Congress, or because of an order to perform duty issued by the governor pursuant to R.C. Section 5919.29, is entitled to be paid the difference between the employee's gross monthly wage or salary and the gross uniformed pay and allowances up to \$500.00 per month. If the gross uniformed pay and allowances equals or exceeds the employee's regular gross monthly wage or salary normally paid by the Employer, the employee is not entitled to any additional compensation from the Employer after being compensated for the initial 176 hours per calendar year.
- D. Request For Leave — Employees are required to submit to the Employer a copy of the published orders authorizing the military duty or a written statement from the appropriate military commander authorizing such duty. Employees requesting such leave will also be required to complete and submit a request for leave form.

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**FAMILY AND MEDICAL LEAVE**

**SECTION 6.08**

A. Purpose

The purpose of this section is to set forth Hamilton Township's policy and procedures regarding eligibility and use of Family and Medical Leave, mandated by the Family and Medical Leave Act of 1993 (29 C.F.R. 825). Where this policy and procedure may conflict with the Act, the latter controls.

B. Eligibility

All employees who meet the following eligibility requirements are eligible for leave under this policy:

1. Have worked at least twelve (12) months for Hamilton Township;
2. Have worked at least 1,250 hours during the twelve (12) months immediately prior to the date the leave commences. Hours in "active pay status" but not actually worked (e.g., vacation, sick leave, holidays, compensatory time, etc.) shall not be included in the calculation of 1,250 hours. Exempt employees under the Fair Labor Standards Act will be presumed to have worked 1,250 hours in the last twelve (12) months; and
3. Give notice as set forth below.

For purposes of computing eligibility, the Township will use a twelve (12) month period measured forward from the date the employee's first FMLA leave begins.

C. Leave Entitlements

Eligible employees are entitled to a maximum of twelve (12) weeks of unpaid leave during any twelve (12) month period measured backward from the date the employee's first FMLA leave begins. FMLA leave may be granted for the following purposes:

1. Birth or adoption of a child provided the leave is concluded no later than the end of twelve (12) months from the date of birth or adoption; or
2. Placement of a child with the employee for foster care; or
3. To take care of a spouse, son, daughter, or parent of the employee provided such spouse, son, daughter, or parent has a serious health condition; or
4. Because of a serious health condition which makes the employee unable to perform the essential functions of the position of such employee.
5. Because of any qualifying exigency arising out of the fact that the spouse, child, or parent of the employee is on active duty or has been called to active duty in the Armed Forces in support of a contingency operation.

The entitlement to leave for a birth or placement of a son or daughter shall expire at the end of the 12-month period beginning on the date of such birth or placement.

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An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be available during a single 12-month period.

During the single 12-month period described above, an eligible employee shall be entitled to a combined total of 26 workweeks of leave.

Said twelve (12) weeks of leave may be taken in one (1) lump sum total or may be taken intermittently provided certain criteria are met. For intermittent leave the following criteria apply:

1. The employee must request intermittent leave;
2. The use of intermittent leave must be medically necessary and supported by medical certification as set forth below;
3. The minimum amount of leave which may be taken at one time is one (1) hour;
4. Leave due to the birth or placement with the employee of a son or daughter shall not be taken on an intermittent or reduced schedule.

The employee's available paid leave (sick leave, personal, comp time, if applicable vacation) must be used prior to being placed on unpaid leave and would be included in the twelve (12) week total.

The combined period of leave, including paid leave and Family Medical Leave shall not exceed the total of twelve (12) workweeks during a twelve (12) month period.

In cases where a husband and wife are both employed by Hamilton Township, the aggregate number of workweeks of leave to which both may be entitled is limited to twelve (12) for the birth, adoption, or placement of a child or for the care of a spouse, son, daughter, or parent who has a serious health condition.

### **D. Notices**

In any case in which the necessity for leave is because of birth or adoption of a child, or placement of a child for foster care, the employee must provide Hamilton Township with written notice of the employee's intention to take leave not less than thirty (30) days prior to the date the leave is to begin (except if the birth or placement requires that leave begin in less than thirty (30) days, then the employee shall give such written notice as is practicable).

In any case where the leave is sought because of a serious health condition of the employee, spouse, son, daughter, or parent, the employee shall provide the Township with at least thirty (30) days written notice of intent to use this leave (except if the date of treatment requires leave to begin in less than thirty (30) days, then the employee shall provide such notice as is practicable). In addition, if the need for treatment is foreseeable, the employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Township, subject to approval of the health care provider of the employee, the spouse, son, daughter, or parent.

Hamilton Township will provide notice to the employee regarding the employee's rights and obligations under the FMLA, as soon as the leave is determined to qualify as FMLA leave.

### **E. Health Certifications**

If the basis for the employee's leave request is because of a serious health condition or if the employee is requesting medical leave to care for a spouse, son, daughter, or parent, the employee

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must provide written certification by the health care provider of the employee, spouse, son, daughter, or parent, as appropriate which certifies:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
4. If the requested leave is for care of the son, daughter, spouse, or parent, a statement that the employee is needed to care for the son, daughter, spouse, or parent;
5. If the leave is for the employee, a statement that the employee is unable to perform the essential functions of the employee's position; and
6. If the request is for intermittent leave or leave on a reduced schedule;
  - a. For planned medical treatment, the dates on which treatment is expected to be given, and the duration of such treatment; or
  - b. In cases where the employee has a serious health condition, a statement regarding the medical necessity for the leave and expected duration; or
  - c. In cases where the leave is in order to care of the spouse, son, daughter, or parent, a statement that the leave is necessary for the care of the spouse, son, daughter, or parent, or will assist their recovery, and the expected duration and schedule of the leave.

In cases where the Township has reason to doubt the validity of the health care provider's opinion, the Township may request a second opinion at its expense regarding any medical certification received. In the event of a conflict of opinions, the Township may request a third opinion from a physician jointly selected with the employee, at the Township's expense. The results of the third opinion will be final and binding.

The failure of the employee to provide medical certification shall result in denial of the requested leave. The Township may also require the employee to submit recertification on a reasonable basis.

### **F. Maintenance of Health Benefits**

Hamilton Township will maintain health care coverage under the group health plan provided to the employee for the duration of FMLA leave at the same level and under the same conditions coverage would have been provided if the employee had continued in employment for the duration of the leave. The employee will be responsible to pay the employee's share of health insurance costs during the leave. Payment is due on or before the first day of each month. The Township will require the employee to repay all premiums paid by the Township during the leave, should the employee fail to return to employment upon expiration of this leave, for any reason other than:

1. Properly certified statement from the health care provider that the continuation, recurrence, or onset of the serious health condition that entitled the employee to leave prevented the employee from returning; or
2. Other circumstances beyond the employee's control prevented the employee from returning.

As used in this section, proper certification shall be certification provided by the health care provider that the employee's serious health condition prevent the employee from being able to

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perform the essential functions of the employee's position on the date the leave is due to expire. In cases where the leave is due to the serious health condition of a family member, the certification must state that the employee is needed to care for the son, daughter, spouse, or parent who has a serious health condition on the date the leave is due to expire.

### G. Restoration of Employment

If the employee is taking leave to remedy the employee's own serious health condition, the Township will require certification from the health care provider that upon the employee's return to work, the employee will be able to perform the essential functions of his/her position.

The employee shall be restored to the position of employment held by the employee when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

The failure of an employee to return to employment upon the termination of this leave, for any reason other than those mentioned in paragraph F, shall be considered either a constructive resignation or "gross misconduct" for purposes of imposing discipline which may result in termination of the employee's employment with the Township.

### H. Procedure

In all circumstances, it is Hamilton Township's responsibility to designate leave (paid or unpaid) as FMLA qualifying, based on information provided by the employee. Hamilton Township may require additional information to ascertain whether the leave qualifies as FMLA leave.

Hamilton Township shall immediately notify the employee that the leave is designated and will be counted as FMLA leave. Failure to do so may delay the effective date of the off-set.

If either Hamilton Township or the employee designated leave as FMLA leave after leave has begun, such as when an employee requests and extension of the paid leave with unpaid FMLA leave, the entire or some portion of the paid leave period may be retroactively counted as FMLA leave, provided that the leave period qualified as FMLA leave and provided the employee is notified prior to return to work.

Any employee seeking advance authorization for leave under this policy shall submit a written request along with the necessary certifications to Hamilton Township on a form to be obtained from the Township Clerk. Hamilton Township shall approve or deny the request. Any denial may be appealed to the Hamilton Township Trustees who shall consider the appeal at their next regularly scheduled meeting.

## **DISABILITY LEAVE/SEPARATION**

## **SECTION 6.09**

This section outlines the conditions under which Disability Separation may be granted, and procedures for administering its use. It is intended to outline the procedures to be followed after determining that no reasonable accommodation can be made.

- A. Voluntary Reduction: When an employee becomes physically or mentally unable to perform the essential functions of his/her position, but is still able to perform the duties of a vacant, lower level



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position, without accommodation, he/she may voluntarily request reduction to the lower level position.

- B. Disability Leave: A physically or mentally incapacitated employee, who has exhausted his/her accumulated sick leave, vacation leave, compensatory time, and Family and Medical leave, and for whom voluntary reduction or reasonable accommodation is not practicable, may request up to six (6) months of disability leave without pay only if he/she can present evidence as to the probable date on which he/she will be able to return to the same or similar position and perform the essential functions with or without accommodation. Such request should be in writing, with evidence attached.
- C. Involuntary Disability Separation: If an employee becomes unable to perform the essential job duties of the employee's position, subject to the Americans with Disabilities Act, and if the employee has exhausted Family and Medical Leave, the Appointing Authority may involuntarily disability separate the employee from employment.
- D. An employee who does not return from Disability Leave, formally resigns, or is granted Disability Retirement, shall be permanently separated from employment with the Township.

**ADMINISTRATIVE LEAVE**

**SECTION 6.10**

- A. Paid Leave: A department head with approval of the Board of Trustees or designee, is hereby authorized by this policy to place an employee on administrative leave with pay in circumstances where the health or safety of the employee, other employees, or of any person or property entrusted to the employee's care could otherwise be adversely affected. Compensation for paid administrative leave shall be equal to the employee's normal straight-time rate of pay.
- B. Unpaid Leave: Any employee charged with a crime or alleged to violate any law, other than a minor misdemeanor, who is not immediately disciplined or discharged by the Employer, may be placed on a leave of absence without pay pending resolution of the court proceedings and any final disciplinary investigation.
- C. The department head will provide the employee with notification when he/she is being placed on administrative leave. The length of the leave shall not exceed the length of the situation for which the leave is granted. For example, in a disciplinary situation such leave might extend until the Employer completes an investigation of the matter, conducts a pre-disciplinary conference, and takes action or decides not to do so.

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**CHAPTER 7  
EMPLOYEE CONDUCT**

- 7.01 HOURS OF WORK, LUNCH PERIODS, AND BREAKS
- 7.02 USE OF TOWNSHIP VEHICLES
- 7.03 USE OF TOWNSHIP TOOLS, EQUIPMENT, AND BUILDINGS
- 7.04 CELL PHONE USE
- 7.05 USE OF COMPUTER / INTERNET / ELECTRONIC MAIL
- 7.06 OUTSIDE EMPLOYMENT
- 7.07 DRESS AND APPEARANCE
- 7.08 COMMERCIAL DRIVER'S LICENSE
- 7.09 CDL ALCOHOL AND DRUG TESTING POLICY
- 7.10 DRUG FREE WORKPLACE
- 7.11 USE OF TOBACCO
- 7.12 EMPLOYER INFORMATION / CONFIDENTIALITY
- 7.13 HEALTH AND SAFETY
- 7.14 INJURY AND ACCIDENT REPORTING
- 7.15 WORKPLACE VIOLENCE
- 7.16 ETHICS
- 7.17 SOCIAL NETWORKING POLICY

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**HOURS OF WORK, LUNCH PERIODS,  
AND BREAKS**

**SECTION 7.01**

A. Full-time Township employees shall normally work forty (40) hours per week. Career Fire / EMS Personnel shall normally work forty-eight (48) hours per week. However, due to the nature of Township operations, employees may be required to work overtime.

B. The length and timing of an employee's lunch period shall be determined by the employee's department head. Lunch periods of at least thirty (30) minutes shall generally not be considered as time worked and shall be excluded from compensable time. Exceptions exist, however, when an employee is required to remain on duty throughout his/her lunch period, or his/her lunch period is interrupted by a call to duty.

C. The length and timing of employee breaks shall be determined by the employee's department head.

**USE OF TOWNSHIP VEHICLES**

**SECTION 7.02**

A. DEFINITIONS

1. Township Vehicle: As used in this regulation Township vehicle means any vehicle, which is owned, leased or otherwise hired by the Township.

2. Driving as a necessary part of routine job duties: The phrase "driving as a necessary part of routine job duties" or phrases of similar import, as used in these regulations, refers to those employees whose job description, or whose essential functions require the operations of a motor vehicle in order to perform those functions.

3. Incident: An incident as used in these regulations refers to an event, which results in any damage to a Township vehicle or personal vehicle while performing Township business, where the vehicle is not disabled.

4. Accident: An accident is defined for purposes of these regulations as an event in which disabling damage to a Township vehicle or personal vehicle while performing Township business occurs or where an injury is treated away from the scene. Disabling damage occurs when any vehicle involved is towed from the scene or receives damage, which prohibits its use for a period of time. Whether or not disabling damage has occurred will be determined on a case, by case basis by the Hamilton Township Risk Management Committee.

B. GENERAL REGULATIONS

1. The driving of a Township vehicle is a privilege and the driving of a private vehicle while on Township business is an event of trust and impacts upon the risk management of the Township. The Township recognizes that it must take steps to decrease the risk of those employees who have poor driving histories driving on Township business. Employees must continuously recognize that they are a constant, and visible, official representative of the Township and that they

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should drive and conduct themselves so as to enhance the good reputation of the Township.

2. When driving a vehicle on Township business is not a necessary part of routine job duties, the Employer or the appropriate departmental official has the authority to reassign driving duties when he/she determines that such reassignment is in the best interest of the Township.

3. Township vehicles and personal vehicles being used while conducting Township business are not to be used other than to transport individuals transacting Township business. Passengers and third persons not on official Township business are not permitted in Township vehicles nor in personal vehicles being used in the course of Township business without prior written authorization from the Employer or the appropriate departmental official.

4. All applicable motor vehicle laws must be adhered to at all times. Seat belts are to be worn while either operating or riding as a passenger in the vehicle. Traffic fines and arrest for illegal or improper use or operation of vehicles are the sole responsibility of the employee. Failure of any employee to operate a Township vehicle or personal vehicle while conducting Township business in a safe and prudent manner or involvement of such employee in preventable motor vehicle accident for which he/she is at fault, may subject such employee to disciplinary action.

5. The Township is insured for liability resulting from bodily injury and/or property damage caused by a driver of a Township-owned or Township-leased vehicle. A privately-owned vehicle being operated on behalf of the Township, Ohio law requires the owner of the vehicle, not the Township, to assume "primary liability."

Without limitation of the rights of the Township to deny defense and indemnification of the Township employees involved in motor vehicle accidents pursuant to Ohio Revised Code Chapter 2744, employees involved in motor vehicle accidents are required to pay any insurance deductibles for damages sustained to Township vehicles if such accident occurred while the employee was not engaged in the performance of official job duties or other activity authorized by the employee's Appointing Authority.

6. Operation of a Township vehicle or personal vehicle while conducting Township business is strictly prohibited within four (4) hours after having consumed an alcoholic beverage or controlled substance, or anytime one's ability to safely operate may be adversely affected due to the use of alcoholic beverages or controlled substances. A physician's approval is required for an employee's use of prescribed medication prior to the use of a Township vehicle or personal vehicle while conducting Township business. Employees shall inform their supervisor of the use of all prescription medications which may affect the employee's ability to operate a vehicle. If any employee is one of whom driving is a necessary part of routine job duties, such employee shall, at the request of his/her Department Head or designee, be required to take sick leave if a physician's approval is not obtained.

7. Any employee or prospective employee whose Ohio driver's license has been suspended or revoked must immediately notify his/her Supervisor who will inform the Human Resource Manager and provide a copy of any court or administrative order of suspension or revocation. Failure to so report such suspension and revocation shall be considered an act of dishonesty and subject the employee to disciplinary action. Any employee whose driver's license has been

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suspended or revoked shall not be permitted to operate a Township vehicle or personal vehicle while conducting Township business for the period of such suspension or revocation without regard to whether or not occupational driving privileges have been granted.

8. Any employee involved in an incident or an accident, as defined in Section A, shall report such incident/ accident immediately to his/her supervisor. A written report of the incident/ accident shall be completed by the employee as soon as practicable, but in no event later than twenty-four (24) hours following the incident/ accident, unless the employee is physically unable to do so. The employee shall submit the written report to his/her immediate supervisor. Failure to report a motor vehicle incident or accident as required herein may subject such employee to disciplinary action pursuant to this policy and Section 8 of this manual.

Vehicle accident packets may be found in the glove box (or other appropriate location) of each Township vehicle. These packets contain instructions and forms to be used in the event of an incident or accident.

9. Employees assigned or authorized to use Township vehicles or using personal vehicles while conducting Township business are subject to having their driving record periodically checked. At minimum an annual check will be conducted through the Bureau of Motor Vehicles and as such will require Form(s) AB [BMV #1173] - AC [BMV #5008] to be completed in January of each calendar year by each employee.

10. An employee's driving privileges on behalf of the Township may be suspended, revoked, or the duties reassigned as provided in Section B(2) above anytime for reasons such as, but not limited to, a poor driving record revealed by a records check, non-insurability of the employee, or involvement in at-fault or preventable incidents or accidents while on Township business.

11. The Risk Management Committee will review all incident and accident reports and make a determination as to whether the event was an at-fault or preventable incident or accident.

12. All employees should consult departmental policies which may be in addition to those contained herein, as well as those policies which pertain to those employees who are required to maintain a Commercial Driver's License as a requirement of their job duties.

13. The provisions of the Township's Vehicle Fleet Safety Policy, which may be amended from time to time, are adopted and incorporated herein by reference.

14. Unless prior approval is granted from Appointing Authority no Township Employee residing outside of Hamilton Township shall be permitted to drive a Township vehicle home.

**C. ADDITIONAL REGULATIONS PERTINENT TO THOSE EMPLOYEES FOR WHOM DRIVING IS A NECESSARY PART OF ROUTINE JOB DUTIES:**

In addition to the requirements set out above, those employees for whom driving is an essential function or a "necessary part of routine job duties" are subject to the following rules and regulations.

1. It is the responsibility of each employee who is required or assigned to operate a Township vehicle or personal vehicle while conducting Township business to maintain a driving record that

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allows the employee to be fully covered by any liability or other insurance policy whether maintained by the Township or personally. All employees for whom driving is a necessary part of routine job duties, must maintain and will be required to offer proof of insurance, with minimum limits of liability of one of the following:

- a. \$100,000 per person and \$300,000 per occurrence for bodily injury liability and minimum limits of \$50,000 for property damage liability; or
- b. Combined single limit for bodily injury and property damage of \$300,000

All current employees for whom driving is a necessary part of routine job duties are strongly encouraged to maintain insurance with the aforesaid minimum limits of liability. Injury to Township personnel while on Township business is covered by Workers' Compensation. If the Township is notified by an insurance carrier that the driving record of any such employee is not acceptable for full insurance and/ or liability coverage, such employee may be suspended without pay until his/her driving record is acceptable to the insurance carrier. Prolonged periods of un-insurability may result in the employee's discharge.

2. Failure of an employee to obtain, renew, and / or maintain a current and valid Ohio driver's license with proper endorsements (e.g., CDL) may subject such employee to suspension or discharge.

3. In addition to the provisions of this policy, the Township shall retain the right to implement disciplinary action for any events that create the non-insurability of the employee.

4. All employees subject to this Section are required to submit a written report to the Human Resources Manager when the employee has accumulated more than four (4) points charged against the employee's driver's license as per Ohio Revised Code Section 4507.021 prior to operating a Township or personal vehicle on Township business. When an employee accumulates more the four (4) points, he/she shall report each additional point as it is received to the Human Resources Manager. Failure to report such accumulation shall be grounds for disciplinary action.

5. Employees subject to this Section who are involved in incidents or accidents as defined in Section A shall be assessed two (2) Township-assigned points for each at-fault or preventable incident, and four (4) Township assigned points for each at-fault or preventable accident. Such points shall be effective for a period of two (2) years from the date of the incident and /or accident. Such points accumulated under this subsection will be added to those reported under Section C (4), above. In the event that the incident or accident is one in which points would be assessed by both the State and the Township, the greater of the two shall be assessed, but not both.

Employees must report in writing any and all incidents and accidents to their immediate supervisor, who shall forward said written report to the Human Resources Manager.

6. Any employee who accumulated more than four (4) points under Sections C (4) and C (5) of this policy will be required to complete a certified remedial driving course approved by the Employer at the employee's expense. Any employee who accumulates more than seven (7) points will be required to complete a certified remedial driving course, approved by the Employer at the employee's expense, and may be suspended from driving on Township business for up to thirty

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(30) days.

Any employee who accumulates more than nine (9) points will be required to complete a certified remedial driving course, approved by the Employer at the employee's expense, and will be suspended from driving on Township business for up to ninety (90) days.

If any one of the offenses involved a conviction of use of alcohol or drugs, or a refusal to submit to a drug or alcohol test, the employee's Township driving privileges shall be suspended for one hundred eighty (180) days, unless the court imposes a greater suspension, in which case the court imposed suspension shall apply. If any two (2) or more of the offenses involved a conviction of use of alcohol or drugs, the employee's driving privileges shall be suspended for up to one (1) year, unless the court imposes a greater suspension, in which case the court imposed suspension shall apply, and the employee shall complete a drug/ alcohol rehabilitation program.

7. Should an employee subject to this Section have his/ her Ohio driver's license suspended or revoked by any court or administrative agency, he/she may be suspended without pay until such suspension or revocation is rescinded. Prolonged periods of driver's license suspension or revocation may result in the employee's discharge.

**D. IMPLEMENTATION:**

For current employees the reporting requirements under Section C (4) and the accumulation of points under Section C (5) will begin thirty (30) days after the adoption of this policy. The reporting requirements in Section C (4) shall apply to applicants for employment. Any applicant who has accumulated more than five (5) points are not to be hired for positions in which driving on behalf of the Township is a necessary part of routine job duties.

<b>USE OF TOWNSHIP TOOLS, EQUIPMENT, AND BUILDINGS</b>
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<b>SECTION 7.03</b>
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A. When tools, supplies, and equipment needed to perform job duties are provided by the Township, it is the responsibility of each employee to properly use and maintain the provided tools and equipment. It is the responsibility of the department head, supervisor, or designee to ensure that tools and equipment are properly used and maintained. Township property may only be used for authorized Township business.

B. Misuse, neglect, theft, and abuse of tools, supplies, or equipment is prohibited. Accidents involving misuse of tools or equipment may result in corrective action.

C. It is the responsibility of all employees of Hamilton Township to maintain the security of Township property, including buildings, grounds, and equipment. Employees working beyond normal work hours are expected to lock all windows and doors and turn off all designated lights, equipment, and machinery when they leave Township premises. Employees are expected to leave Township premises immediately after work.

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**CELL PHONE USE**

**SECTION 7.04**

A. The Township provides certain employees with cell phones for use outside of the Employer's premises in the performance of their duties. Because the nature of the property lends itself to personal use, strict substantiation requirements are in place per Internal Revenue Code 280F. Employees are required to account for business and personal use.

B. It is the policy of the Township to authorize only those calls that pertain to Township business, as necessary for the operation of the Township, and may involve communications that may not reasonably be handled over the radio. Business use is excludable from the wages of the employee as a working condition fringe benefit. Personal use may be requested to be paid back to the Township. If substantiation requirements are not met, all use is included as income for the employee. If the employee made any personal calls that exceeded the plan, the employee shall reimburse the Township 100% for all such personal calls. Even if the employee's personal and business usage is not over the monthly amount paid by the Employer (e.g., minutes used by employee during nights/weekends and/or minutes included in plan), the personal use that does not exceed the allowable plan may still be taxable, i.e., a pro rata share of monthly fees shall be treated as taxable income.

C. A Township cell phone is the property of the Township and as such may be removed from the employee's possession at any time. Abuse of cell phone privileges, upon the discretion of the department head, immediate supervisor, or Board will result in loss of cell phone privileges. Cell phone records, calls, and other uses may be monitored by the Employer at any time.

D. In the event the cellular phone is lost, stolen, or damaged, the employee shall provide written notification to the department head, or designated official, by the next business day. The cost of the replacement may be the responsibility of the employee if the damage or loss was due to the employee's misuse or negligence.

E. Upon separation from employment, any cell phone and all related equipment and accessories must be returned to the Township.

F. Employees are required to comply with all laws regarding the use of cell phones while driving. Employees are strongly discouraged from using cell phones while driving a Township vehicle or a personal vehicle on Township business. This policy shall be deemed to be amended or modified to comply with such federal, state or local law or regulation which controls the usage of cellular telephones while on Township business and during normal working hours.

G. Any employee who fails to comply with this policy will be subject to disciplinary action up to and including termination for any violation.



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**USE OF COMPUTER/INTERNET/  
ELECTRONIC MAIL**

**SECTION 7.05**

A. The purpose of this policy is to establish guidelines and minimum requirements governing the acceptable usage of Township-provided Internet, electronic mail, and online services. The objectives of this policy are to assure that:

1. disruptions to Township government activities from inappropriate use of Township-provided Internet, electronic mail, and online services access are avoided; and
2. users are provided guidelines describing their personal responsibilities regarding confidentiality, privacy, and acceptable use of Township-owned Internet, electronic mail, and online services access.

B. Hamilton Township promotes Internet use that enables employees to achieve their various departmental missions and goals, and to improve Township government in general. These resources are intended to assist in the efficient and effective day-to-day operations of Township government.

C. Access to the Internet, electronic mail, and online services is provided for the purpose of encouraging and promoting improved use of technology and information services in the areas of:

1. gathering information and data relevant to Township business;
2. communicating with other users who have related business interests;
3. increasing employee and contractor efficiency by utilizing skills which will enhance overall job performance; and
4. encouraging collaboration and resource sharing among other localities, state, and federal agencies.

D. The following Township employees are covered by this policy:

1. full- or part-time employees of the Township;
2. volunteers who are authorized to use Township resources to access the Internet, electronic mail, and online services; and
3. Township contractors who are authorized to use Township equipment and facilities.

E. The department heads, or designee, will have the final authority in determining whether an employee requires access to the Internet, electronic mail, and online services to accomplish their assigned duties. Departments have the responsibility for:

1. acquiring Internet, electronic mail, and online service accounts for their personnel who need access to conduct the official business of the Township;
2. ensuring that all personnel who have access to the Internet, electronic mail, and online services are aware of their responsibilities as outlined in this policy and

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3. assuming the responsibility for making the final determination as to the appropriateness of their employees' use of the Internet, electronic mail, and online services.

F. User Responsibility:

1. Users should be aware that when access to the Internet, electronic mail, and online services are accomplished using Internet addresses and domain names registered to Hamilton Township, they may be perceived by others to represent Township. Users shall not use the Internet, electronic mail, or online services for any purpose which would reflect negatively on the Township or its employees.

2. Because of the security, legal, and productivity issues referenced in this policy, each user is responsible for:

a. following existing policies and procedures in their use of Internet, electronic mail, and online services and shall refrain from any practices which might jeopardize the Townships computer systems and data files, including, but not limited to virus attacks, when downloading files from the Internet;

b. learning about Internet, electronic mail, and online service etiquette, customs, and courtesies, including those procedures and guidelines to be followed when using remote computer services and transferring files from other computers;

c. familiarizing themselves with any special requirements for accessing, protecting, and utilizing data, including Privacy Act materials and confidential information;

d. being careful not to duplicate, download, transmit, or use software not in compliance with software license agreements, unauthorized use of copyrighted materials, or another persons original writing; and

e. conducting themselves as a representative of Hamilton Township government as a whole. This means that users shall not use the Internet, electronic mail, and online services to:

(1) view or distribute offensive or harassing statements, or to disparage others based on race, national origin, sex, sexual orientation, age, disability, political, or religious beliefs;

(2) view, distribute, transmit, download, print, or solicit items displaying materials, pornography, nonforensic nudity, nonforensic sexually explicit content, or nonforensic items that are racist, sexist, or harassing in a sexual or religious manner, or any actual, graphic, animation or other depiction, in any other form, of these items; or

(3) view, distribute, or participate in chain letters.

G. Security:

1. Electronic message systems may not be secure. Employees should be aware of potential electronic messaging security problems before transmitting private or confidential messages. Disclosure may occur intentionally or inadvertently when an unauthorized user gains access to electronic messages. Disclosure may occur when messages are forwarded to unauthorized users, directed to the wrong recipient, or printed in a common area where others can read them.

2. Use caution when sending classified information. Always display "CONFIDENTIAL" on the subject line when sending confidential information. Confirm that encryption has been enabled

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before sending confidential or classified information. Be aware that even if you encrypt your data, anything you electronically transmit over the Internet, electronic mail, or online services are subject to interception, reading, and copying by other people.

3. The Internet may not be secure. Employees should take this into account before receiving or transmitting information and messages. Employees should be aware that it is possible to identify visitors to Internet sites (i.e., all Internet browsers furnish a trail to trace all Internet site visits), and should exercise conservative judgment when accessing information on the Internet.

H. Software Access Procedure

Software needed, in addition to the Microsoft Office Suite of products, must be authorized by an employee's supervisor. If an employee requires access to software not currently provided by the Township, the employee shall request such software from his or her supervisor. The employee's supervisor shall notify the Township's information technology (IT) coordinator (i.e. Fiscal Officer or Police Chief, or other designee), who will contact the Township's IT consultant.

H. Enforcement and Violations:

1. All Township employees using Township equipment to access the Internet, electronic mail, and online services are subject to having activities monitored by system or security personnel.
2. Clear violation of this policy and its attachments will result in disciplinary action, including, but not limited to, termination of Internet, electronic mail, and online service privileges.

<b>OUTSIDE EMPLOYMENT</b>	<b>SECTION 7.06</b>
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A. Under no circumstances shall an employee have other employment which conflicts with the policies, objectives, and operations of Hamilton Township. In addition, an employee shall not become indebted to a second employer whose interests might be in conflict with those of the Township.

B. An "employment conflict," as set forth in this policy, exists when a second job impairs the employee's ability to perform the duties of his/her position with the Township. Full-time employment with the Township shall be considered the employee's primary occupation, taking precedence over all other occupations.

C. Prior to accepting "outside" employment (or becoming self-employed), an employee shall notify his/her department head, in writing, of his/her intention to be employed in a secondary job. The department head, or designee, shall confer with the employee to determine whether the "secondary job" presents a conflict with Township policies, objectives, interests, and/or operations.

D. "Outside" employment, or "moonlighting," shall be a concern to the Township only if it adversely affects job performance, or conflicts with any Township operation or interest.

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E. Two (2) common employment conflicts which may arise are:

1. Time Conflict: defined as when the working hours required of a "secondary" job directly conflict with the scheduled working hours, or when the demands of a "secondary" job prohibit adequate rest, thereby adversely affecting an employee's job performance.

2. Interest Conflict: defined as when an employee engages in "outside" employment which tends to compromise his/her judgement, actions, and/or job performance.

F. If, in the opinion of the Employer, outside employment is adversely affecting an employee's job performance, he may be asked to refrain from such activities as a condition of continued employment. Failure to conform to such request shall be cause for disciplinary action. Any conflict, policy infraction, or other specific offense which is the direct result of an employee's participation in outside employment, shall result in discipline consistent with the policies set forth in the manual.

**DRESS AND APPEARANCE**

**SECTION 7.07**

The Township reserves the right to prescribe appropriate dress and appearance standards which are in the best interest of Township service. The Township's general policy requires that clothing and overall appearance of employees be in good taste. Employees who work around machinery and equipment must observe sound safety regulations, including the use of appropriate articles of clothing (e.g., shoes, goggles, hard hats, etc.).

Certain Township departments, such as the Fire Department, reserve the right to require employees to adhere to more stringent dress and appearance requirements as may be necessary for the performance of the functions of that department (e.g., uniforms, badges, facial hair, etc.).

In the event the Township provides uniforms to certain employees and such uniforms are considered a fringe benefit pursuant to the Internal Revenue Service (IRS) rules, such employees may be charged taxable income for the value of the uniforms pursuant to the IRS rules and regulations.

**COMMERCIAL DRIVER'S LICENSE**

**SECTION 7.08**

A. Certain Township positions require a Commercial Driver's License (CDL) to be obtained and retained as a condition of employment. An employee's failure to maintain the required license and necessary endorsements including the suspension or disqualification of the license will be cause for discipline up to and including termination of employment.

B. The Department of Transportation, Federal Highway Administration rules on "Controlled Substances and Alcohol Use and Testing" (49 CFR 382) shall apply to all CDL holders. The procedures for testing are contained in Department of Transportation Workplace Drug and Alcohol

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Testing Programs (49 (CFR Part 40). The Employer will provide to all affected employees the required awareness training and information regarding the required testing, including random, mandated by the rules. All drug/alcohol testing required by the rules shall be paid for by the Employer (but not for pre-employment testing).

C The Employer agrees to reimburse the cost of CDL renewal fees for each employee required to maintain a CDL.

**CDL ALCOHOL AND DRUG TESTING POLICY**

**SECTION 7.09**

All Hamilton Township employees who are required to hold a valid Ohio Commercial Driver's License of a Class A, B, and/or C endorsement as a condition of his/her employment shall follow the following policy or procedures as directed:

- A. Any questions regarding these policies or procedures should be directed to the Hamilton Township Designated Employer Representative (DER)/Appointing Authority or to the TPA Administrator for the Warren County Township Association Alcohol and Drug Testing Consortium. For purposes of this policy, the "Employer" is Hamilton Township, Warren County, a member of the Warren County Township Association Alcohol and Drug Testing Consortium.
- B. All employees who operate a commercial motor vehicle (CMV) are subject to this policy. This includes, but is not limited to:
  - 1. Full-time regularly employed drivers; casual, intermittent, or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to the employer or who operate a CMV at the direction of or with the consent of the employer.
  - 2. For the purposes of pre-employment/pre-duty testing only, the term driver includes a person applying to the employer to drive a CMV.
  - 3. Employees promoted or transferred into a position requiring the operation of a CMV are treated as new hires for the purposes of this policy and pre-employment testing requirements.
- C. For purposes of this policy, safety-sensitive functions include:
  - 1. All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
  - 2. All time inspecting equipment as required or inspecting, servicing, or conditioning any CMV at any time;
  - 3. All time spent at the driving controls of a CMV in operation;
  - 4. All time, other than driving time, in or upon any CMV;
  - 5. All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to

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operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;

6. All time spent by the driver performing functions relating to accidents;
7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

D. Drivers covered by this policy are prohibited from engaging in the following:

1. Reporting to duty, remaining on duty, or performing a safety-sensitive function while having an alcohol concentration of 0.04 or greater;
2. Reporting to duty, remaining on duty, or performing a safety-sensitive function while using a controlled substance (including prescription drugs, unless the physician has advised the driver that the substance does not adversely affect the driver's ability to operate a CMV) or if the driver tests positive or has adulterated or substituted a test specimen for controlled substances;
3. Possessing alcohol while on duty or operating a CMV;
4. Using alcohol or controlled substances while on duty;
5. Performing safety-sensitive functions within four (4) hours after using alcohol;
6. Using alcohol for eight (8) hours following an accident in which the driver is required to take a post-accident alcohol test or until the driver undergoes a post-accident alcohol test, whichever is first;
7. Refusing to submit to a post-accident, random, reasonable suspicion or follow-up alcohol or controlled substance test.

E. If the driver/employee violates any of the prohibitions listed in Section D of this policy, the following consequences will result:

1. The driver may be disciplined up to and including termination. However, any discipline may, at the discretion of the Employer, be mitigated by the willingness of the employee to complete the recommended rehabilitation program. An employee shall be permitted only one (1) chance at rehabilitation. Disciplinary conferences should be held within three (3) days of the notification of an alleged violation, when possible.

If the driver is not terminated, the driver may be required to apply for accumulated sick leave, vacation, personal leave, and compensatory time, and family and medical leave, if applicable, to cover any period of absence. If the driver does not have sufficient paid leave to cover the period of absence, the driver must request unpaid leave in accordance with Township policy.

2. The driver shall be immediately removed from the safety-sensitive position. Such removal is not subject to the grievance procedure. Such removal is in accordance with federal regulations, and therefore not subject to the grievance procedure the township follows.

At the Employer's discretion, a driver may be permitted to perform non-safety sensitive functions, if the Employer determines such a position is available. If no such non-safety sensitive

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position is available, and no paid leave is available, the employee can request an unpaid leave of absence in accordance with Township policy.

3. The driver shall be provided with information regarding the services available for alcohol and substance abuse.
4. The driver shall be evaluated by a substance abuse professional (SAP), and may not return to work until all recommended counseling and treatment is completed. These actions are in accordance with federal regulation, and therefore not subject to any grievance procedure the Township follows.

Failure to complete or participate in prescribed counseling or rehabilitation program shall result in the employee's termination. Any costs associated with the prescribed counseling, treatment, or rehabilitation program are the responsibility of the employee, unless otherwise covered by the Employer-sponsored medical benefit plan to which the employee belongs.

5. The driver will be subject to re-evaluation, return-to-duty testing, and unannounced follow-up testing. These actions are not subject to the grievance procedure.
- F. A driver is required to report the use of any prescription or non-prescription medicines containing alcohol or controlled substances to his/her supervisor. At the time the medication is prescribed, the driver shall inquire as to whether the medication will impair the driver's ability to perform safety sensitive functions. The driver shall be required to produce a signed statement from the treating physician that any prescribed medication containing alcohol or a controlled substance listed above does not impair the driver's ability to perform safety sensitive functions and/or does not interfere with the safe performance of the driver's job.

If the treating physician determines that the medication will impair the driver's ability to perform safety sensitive functions, at the Employer's discretion, the driver may be permitted to perform non-safety sensitive functions, if the Employer determines that such a position is available at that time. If no safety-sensitive positions are available, the driver will be permitted to use accumulated sick leave, vacation, personal leave, or compensatory time to cover the period of absence. If insufficient paid leave is available, the driver may request unpaid leave in accordance with Township policy. The driver may be required to follow the Employer's FMLA policy, if applicable, if the absence qualifies.

- G. A driver will be required to submit to testing for alcohol and/or controlled substances under the following circumstances:
1. Pre-Employment Testing: Prior to the first time the driver performs a safety-sensitive function, the driver will be tested for controlled substances. The driver will not be permitted to perform safety-sensitive functions unless the controlled substance test results are negative. The Employer may require a pre-employment alcohol test.
  2. Post-Accident Testing: As soon as practicable following:

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- (a) an accident in which a fatality occurs,
- (b) an accident in which an injury is treated away from the scene and the driver/employee receives a citation for a moving violation (within eight (8)/thirty-two (32) hours) arising from the accident, or
- (c) an accident in which a vehicle is required to be towed from the scene and the driver/employee receives a citation for a moving violation (within eight (8)/thirty-two (32) hours) arising from the accident; the driver shall be tested for alcohol and controlled substances. The Employer shall cease attempts to administer the test eight (8) hours following the accident for alcohol and after thirty-two (32) hours for controlled substances where no citation for a moving violation has been issued during that time frame

The driver shall be transported to the collection site by a representative of the Township. Following the test, the employee shall be transported home and the employee shall not be permitted to perform safety-sensitive functions until a negative controlled substance test result is reported. The employee shall remain on paid status until he/she arrives at home.

Following an alcohol test which shows no detectable amount of alcohol, the driver will be permitted to apply for accumulated sick leave, vacation, personal leave, compensatory time, or unpaid leave to cover the period of absence until the controlled substance test results are available.

Following a breath alcohol test which shows a detectable level of alcohol of 0.02 to 0.039, the driver will be taken home and permitted to apply for paid leave. The driver may not perform safety sensitive functions for a minimum of twenty-four (24) hours. An employee with a breath alcohol test of less than 0.04 shall also be subject to appropriate disciplinary measures in accordance with the Township's Drug Free Workplace Policy or other applicable policies or rules.

Following a breath alcohol test result indicating a concentration of 0.04 or greater, or following a verified positive, adulterated, or substituted controlled substance test result, if the driver's employment is not terminated, the driver may request the use of accumulated sick leave, vacation, personal leave, compensatory time, or unpaid leave and the consequences in Section E will result.

3. Random Testing: A minimum number of drivers (currently 10% for alcohol and 50% for controlled substances) annually will be randomly selected using a scientifically valid method in which each driver will have an equal chance of being tested each time selections are made. The dates for testing shall be unannounced and spread throughout the calendar year. When a driver is selected for testing, he/she shall cease doing the safety-sensitive function and proceed to the test site immediately. If a driver is randomly selected for an alcohol test and that driver is not currently performing, just about to perform, or just finished performing a safety-sensitive function, the driver's selection may be kept confidential until the next time that driver performs a safety-sensitive function.



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Following a breath alcohol test which shows a detectable level of alcohol of 0.02 to 0.039, the driver will be taken home and permitted to apply for paid leave. The driver may not perform safety-sensitive functions for a minimum of twenty-four (24) hours. An employee with a breath alcohol test of less than 0.04 shall also be subject to appropriate disciplinary measures in accordance with the Township's Drug Free Workplace Policy or other applicable policies or rules.

Following a breath alcohol test result indicating a concentration of 0.04 or greater, or following a verified positive, adulterated, or substituted controlled substance test result, if the driver's employment is not terminated, the driver may request the use of accumulated sick leave, vacation, personal leave, compensatory time, or unpaid leave and the consequences in Section E will result.

4. Reasonable Suspicion Testing: A trained supervisor or official may require a driver to undergo testing for alcohol or controlled substances based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver. If a driver is required to undergo testing under this section, the driver must immediately cease to perform the safety-sensitive function and he/she will be transported to the collection site by a representative of the Township. If a driver is required to undergo reasonable suspicion controlled substance testing, such employee shall not be permitted to perform safety-sensitive functions until a negative controlled substance test result is reported. Following a reasonable suspicion controlled substance test, the driver will be permitted to apply for accumulated sick leave, vacation, personal leave, compensatory time, or unpaid leave until the test results are available. If the controlled substance test results are negative and other work rule violation(s) have occurred, the employee shall be returned to his/her position and credited for the used paid leave or compensated for the period of leave without pay at the employee's regular rate of pay, excluding overtime.

Following a breath alcohol test which shows a detectable level of alcohol of 0.02 to 0.039, the driver will be taken home and permitted to apply for paid leave. The driver may not perform safety-sensitive functions for a minimum of twenty-four (24) hours. An employee with a breath alcohol test of less than 0.04 shall also be subject to appropriate disciplinary measures in accordance with the Township's Drug Free Workplace Policy or other applicable policies or rules.

Following a breath alcohol test result indicating a concentration of 0.04 or greater, or following a verified positive, adulterated, or substituted controlled substance test result, if the driver's employment is not terminated, the driver may request the use of accumulated sick leave, vacation, personal leave, compensatory time, or unpaid leave and the consequences in Section E will result.

The Employer will cease attempts to administer the test eight (8) hours after the observation was made.

5. Return-to-Duty Testing: Before a driver who has been found to be in violation of the prohibitions section of this policy, set out in Section D, may return to duty in the position requiring the performance of safety-sensitive functions, the driver must

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undergo testing for alcohol and controlled substances. The results of the alcohol test must show less than 0.02 concentration(s) if the offense involved alcohol and the controlled substance test must be negative if the offense involved controlled substances. Any costs associated with the test will be the responsibility of the employee.

6. Follow-Up Testing: When a driver has been found to be in violation of the prohibitions section of this policy, set out in Section D, and the substance abuse professional has determined what level of assistance the employee requires in resolving alcohol or substance abuse problems, the driver will be subject to a minimum of six (6) unannounced follow-up tests within the first twelve (12) months as directed by the substance abuse professional. Any costs associated with these tests will be the responsibility of the employee.
- H. Controlled substances for purposes of this policy include all legal, illegal and prescription drugs containing marijuana, cocaine, opiates (e.g., codeine, morphine, etc.), PCP, and amphetamines. All drug screening and confirmation tests shall be conducted by a laboratory certified under the HHS National Laboratory Certification Program (NLCP) as meeting the minimum standards of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs." The Employer or the C/TPA, and the laboratory shall have a clear and well-documented procedure for collection, shipment, and accessing of urine specimens. The procedures utilized by the Employer, C/TPA, collection site, and laboratory shall follow the procedure in the 49 CFR Part 40, including an evidentiary chain of custody and control and split sample collection and testing. The collection site person is responsible for maintaining the integrity of the specimen collection and transfer process. All procedures shall be outlined in writing and proved to designated Employer representatives and/or C/TPAs and donors.
- I. All alcohol breath tests shall be administered by a trained breath alcohol technician (BAT) or a law enforcement officer certified to conduct such tests. Screening Test Technicians (STT) may administer alcohol screening tests using approved Alcohol Screening Devices (ASD). Only evidential breath testing (EBT) devices shall be used for a confirmation test. The DOT Alcohol Testing Form (ATF) shall be used for all alcohol tests.
- J. Refusal to submit to any of the alcohol or controlled substance tests required by this policy will result in the driver's immediate removal from the safety-sensitive functions and may result in disciplinary action. Refusal (including verified substituted or adulterated test results) will be treated as a positive test and the driver will be referred to a counseling program and subject to return-to-duty and follow-up testing. Actions constituting a refusal to submit to a test include:
1. Failing to appear for any scheduled test (except for pre-employment) within a reasonable time after being directed to do so by the Employer;
  2. Failing to remain at the testing site until the testing process is complete;
  3. Failing to provide adequate breath or saliva for alcohol testing;

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4. Failing to provide adequate urine for controlled substance testing;
  5. Engaging in conduct that clearly obstructs the testing procedure;
  6. Failing to remain readily available for a post-accident test;
  7. Preventing the alcohol test from proceeding (refusing to sign the AFT is not a refusal, but will be noted in the remarks section);
  8. Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER;
  9. Providing a verified adulterated or substituted specimen.
- K. Drivers who have been tested for alcohol with the results showing a concentration of 0.02 but less than 0.04 will not be permitted to perform any safety-sensitive functions for twenty-four (24) hours following administration of the test. Discipline may be administered in accordance with Township's Drug Free Workplace Act Policy or in accordance with any labor agreement, policy, or applicable rule.
- L. Employees who are on call are responsible for informing the Township when the employee is called if he/she is unable to report due to alcohol consumption. The Township will, whenever possible, notify employees of the likelihood of a call out situation. When an employee is on notice of a possible call out and the employee is then unable to report because of alcohol consumption, the employee may be subject to discipline.
- M. Information regarding the effects of alcohol and controlled substance use on an individual's health, work, and personal life, and information about drug and alcohol counseling, rehabilitation, and employee assistance programs is available through the Township Trustee's Office, and will be periodically provided to the employees.
- Employees are encouraged to voluntarily admit problems with drugs and alcohol prior to violating Employer policies. If an employee voluntarily enters into counseling or rehabilitation he/she will be permitted to apply for an unpaid leave, personal leave, or other leave of absence. The employee may also be permitted or required to use all available sick leave, vacation, personal leave, compensatory time, and Family and Medical Leave, if applicable. Any costs associated with a voluntary counseling or rehabilitation program are the responsibility of the employee, unless otherwise covered by the Employer-sponsored medical benefit plan to which the employee belongs.
- N. Upon specific written request from the driver, the Employer will promptly provide copies of any records pertaining to the driver's use of alcohol or controlled substances including the results of any tests. The Employer may charge a reasonable fee for copies, however access to this information will not be contingent upon payment for records other than those specifically requested.
- O. All employees subject to this policy remain subject to all other policies, procedures, rules, regulations, and collective bargaining agreements established by the employer under its independent authority which are not inconsistent with the requirement herein. All employees who remain subject to all other relevant federal, state, and local laws and

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regulations, including the Driver Disqualification requirements and penalties.

**DRUG FREE WORKPLACE**

**SECTION 7.10**

A. It is the policy of Hamilton Township to maintain a safe and productive workplace free of drugs and free of those individuals who use drugs.

1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance by any employee which takes place in whole or in part in the workplace is strictly prohibited and will result in criminal prosecution and employee discipline which may include termination from employment.

2. Any employee convicted of any federal or state criminal drug statute must notify his/her department head of that fact within five (5) calendar days of the conviction.

3. Any employee who reports for duty in an altered or impaired condition which is the result of the illegal use of controlled substances will be subject to disciplinary action. Any decision to take disciplinary action may be held in abeyance pending the completion by the employee of a drug rehabilitation program.

4. Any employee convicted of a drug offense, who fails to report the conviction as required by the above will be:

- a. Terminated from employment;
- b. Barred from future employment with the Township; and
- c. Held civilly liable for any loss of federal funds resulting from the failure to report the conviction.

B. Notice Upon Hiring

1. As a condition precedent to hiring, all prospective employees will receive a copy of the employer's Drug Free Workplace statement and policy; and will be required to sign a receipt which will become a permanent part of the employee's personnel file.

2. In addition, all prospective employees will be required to acknowledge that compliance with the employer's Drug Free Workplace policies is a condition of employment.

C. Current Distribution of Drug Free Workplace Policy

1. All current employees will receive a copy of the employer's Drug Free Workplace statement and policy; and will be required to sign a receipt for it, which will become a permanent part of the employee's personnel file.

D. Training

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1. The Township will endeavor annually to provide each employee with an information package containing:

- a. Information concerning the dangers of drug abuse in the workplace;
- b. A current copy of the employer's posted/published statement;
- c. A current copy of the employer's Drug Free Workplace policy;
- d. Information concerning any available drug counseling, rehabilitation, and employee assistance programs;
- e. Information concerning the penalties that will be imposed for the breach of the employee's Drug Free Workplace policy.
- f. Notice to the employee that any work related conviction of any Federal or State criminal drug statute must be reported in writing to the employer within five (5) calendar days after such conviction.

### E. Drug and Alcohol Testing

1. The Township will enforce the Policy through management supervision and alcohol and/or other drug testing, The drug testing program will include the following components:

- a. Applicant Testing: Final applicants for testing-designated positions with Hamilton Township will undergo drug testing prior to hiring.
- b. Reasonable Suspicion Testing: Any employee may undergo alcohol and/or other drug testing based on a for-cause determination by management. Any employee involved in a significant incident in which the health or safety of himself, herself, or other individuals is involved, or in which extensive property damage has occurred, will undergo alcohol and/or other drug testing according to requirements of any governing collective bargaining agreement(s) or the Hamilton Township Administration Employee Manual.
- c. Follow-up Testing: Any employee voluntarily or referred through administrative channels to a counseling or rehabilitation program as a result of that employee's substance abuse will be required to pass a drug and alcohol test before being allowed to return to work. Such employees may also be subject to follow-up testing or periodic random testing in the future.
- d. Random Testing: All employees will be required to participate in the Bureau of Worker's Compensation Random Drug Testing Program or for compliance with Department of Transportation and other applicable regulations. Employees whose jobs require them to have a commercial driver's license (CDL) and who drive vehicles for which testing is required under federal and state regulations also are subject to alcohol and drug requirements of the Federal Omnibus Transportation Employee Testing Act of 1997, as well as the Ohio Department of Transportation.

2. Confidentiality about alcohol and/or other drug test results will be maintained to the extent provided by law, and employees shall have the opportunity to refute the results of any alcohol and/or other drug tests.

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3. Employees who are found to be under the influence of alcohol and/or other drugs while on official business, on or off the workplace, are subject to discipline provisions of the various collective bargaining agreements, employee handbook work rules, policies, and procedures, as applicable.
4. Employees who have a confirmed positive alcohol or other drug test may be required to enroll in and successfully complete a certified substance abuse rehabilitation program. If an employee has a confirmed positive drug test while enrolled in or subsequent to completion of the rehabilitation program, the employee will be subject to discipline, up to and including dismissal. Notwithstanding this provision, employees may still be subject to disciplinary action for workplace or job-related incidents which may be directly or indirectly associated with the drug test results.
5. The sale or possession of alcohol and/or illicit drugs in the workplace or any location where employees conduct official business shall be reported to the appropriate law enforcement authorities. Any criminal drug conviction occurring in the workplace will be reported to federal granting authorities. Employees who possess or sell alcohol or illicit drugs in the workplace or any location where employees conduct official business will be appropriately disciplined, the discipline provisions of the various collective bargaining agreements, and employee manual work rules, policies and procedures. Sale of illicit drugs in particular will result in the strongest form of discipline possible, up to and including termination.
6. Each employee is required to notify the Appointing Authority of his/her agency within five (5) days after he or she is convicted of a violation of any federal or state criminal drug statute where such violation occurred at the workplace or any location where official business is conducted. A conviction means a finding of guilty, no contest (including a plea of nolo contendere) or the imposition of a sentence by a judge or jury in any federal or state court. Any employee who fails to report such a conviction will be subject to immediate termination.
  7. Within thirty (30) days of such notification, the Appointing Authority will be required to take appropriate disciplinary action against such an employee, up to and including termination. The Appointing Authority may also refer the employee to the Employee Assistance Program for referral and treatment.

**TOBACCO POLICY**

**SECTION 7.11**

- A. Hamilton Township, in compliance with the Ohio Revised Code, Chapter 3794, is a designated Smoke-Free organization.
- B. To protect the health and comfort of all employees, residents, and visitors, smoking and / or all forms of tobacco use is prohibited in Township buildings, vehicles and/or equipment, whether owned or leased.
- C. Smoking or burning of tobacco, or any other smoking product, spit tobacco, also known as smokeless dip, chew, and snuff, in any form, or the use or consumption of, is prohibited in

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enclosed areas of public places and enclosed areas of places of employment. *(An enclosed area is defined as a space with a roof or other overhead covering and walls or other side coverings on three or more sides.)*

- D. Employees who choose to use tobacco products must do so on their regularly scheduled breaks or meal periods in the Township approved designated area.
- E. Disciplinary measures taken against employees for violations of this policy comply with the requirements of Ohio law and related Hamilton Township policies.

**EMPLOYER INFORMATION/CONFIDENTIALITY**

**SECTION 7.12**

A. Each employee of Hamilton Township shall treat all documents, publications, written and spoken communications of their Department as confidential, even if regarded under R.C. 149.43 as “public records.”

B. All department personnel who have access to health records have both a legal and an ethical obligation to protect the confidentiality of the information in the records. Information regarding employee’s medical records must not be discussed inside or outside the Department, except in the line of duty and only in accordance with state and federal law provisions.

C. Contact with News Media: Any employee contacted by the news media (radio, television, newspaper) or a Township resident regarding a story related to Township operations should request that the member of the news media or resident contact the Appointing Authority to discuss the matter. This policy is designed to avoid duplication, ensure accuracy, and to protect employees from breaches of confidentiality. This policy is intended to be helpful to both employees and the media.

D. Self-help to public records prohibited: No employee may copy or remove any record or writing, even those regarded as “public” under R.C. 149.43, without first having received advanced written permission from the Appointing Authority.

E. Use of Township records in personal actions prohibited:

1. No employee may copy or use any Township writing, document, or record in any grievance, administrative appeal, or legal action without having first obtained the written permission of the Appointing Authority or designee. This particular policy does not apply to matters obtained through formal “discovery” under the Rules of Civil Procedure, or Rules of the State Personnel Board of Review.

2. Except for official Township business, no employee may have any Department writing or document in his/her possession, unless obtained through this policy.

F. Tape recording prohibited: No employee may tape record any meeting, conversation, or

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telephone call unless he/she has received advanced written permission from the Appointing Authority.

- G. Penalty for breach of this policy: Any employee who is discovered to have violated any of the above enumerated policies will be immediately subject to disciplinary action by following due process as outlined in this manual. Any former employee who is discovered to have violated this policy by producing unauthorized documents or tape recordings at any grievance, administrative appeal, or civil action against the Employer, will be barred from seeking a remedy of reinstatement and may be subject to civil or criminal penalties.
- H. No Hamilton Township employee shall engage in any informal (legal) interviews or discussions with an adverse party's legal counsel unless required to do so by subpoena. Hamilton Township Legal Counsel may be contacted for review on a case-by-case basis by the employee's Department Head.

**HEALTH AND SAFETY**

**SECTION 7.13**

A. It is the goal of Hamilton Township to provide all employees with a safe and healthful work environment. Hamilton Township Trustees and the Township Department Heads believe that safety must always be foremost in the minds of Township employees. Hamilton Township Trustees and the department heads do not believe that health and safety practices and procedures should be sacrificed in order to complete a task faster or more inexpensively.

B. Township Trustees' Responsibility: The responsibility of each Township Trustee is to support the department heads in their efforts to provide a safe and healthful workplace, and to provide each department head with the resources necessary to reach this objective. Township Trustees will also take corrective measures, or support the corrective measures taken by a department head, when an employee violates health and safety rules.

C. Department Head/Supervisor Responsibility: The responsibility of supervisors is to properly instruct employees, enforce health and safety regulations, correct unsafe acts and conditions, ensure that only authorized and adequately trained personnel operate equipment, report and investigate accidents/incidents, inspect areas of responsibility for hazards, ensure equipment is properly maintained, and instill safety awareness in employees. When a safety violation is required, the supervisor (or Department Head if there is not other supervisor) shall immediately commence an investigation into the incident.

D. Employee Responsibility: The responsibility of all Township employees is to follow safe work procedures, know and comply with applicable regulations, report injury or illness immediately, report unsafe acts and conditions, and participate in any Township sponsored health and safety meetings, programs, or committees. Any employee questions regarding health and safety should be directed to employee's department head, supervisor, or designee.



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E. The Employer shall provide Hepatitis B vaccinations upon request to those employees who have direct contact with individuals at risk, as determined by the Employer. The employer shall advise employees of the medical conditions of those individuals in the most appropriate way in order to avoid risk of infections and communicable disease to employees and to facilitate the proper care of the client. Employees who test positive for tuberculosis (TB) due to workplace exposures will be provided with necessary medication at the Employer's expense to the extent such medication is not paid for under the employee's health insurance plan. An employee who has been determined to have direct contact with individuals at risk, and who declines the Hepatitis B vaccine, must read and sign the Hepatitis B Vaccine Declination Form. This form will be considered a medical record and will be maintained as other medical records.

**INJURY AND ACCIDENT REPORTING**

**SECTION 7.14**

A. Reporting is a basic and essential part of an effective risk management program for the identification of hazards in the workplace. Since every incident, accident, and/or "near miss" includes a sequence of contributing causes, it is possible to avoid a repeat performance of the first event by recognizing, reducing or eliminating these causes with a prompt remedial action to address the identified hazards and prevent any recurrence of the incident in question. The removal of a single cause can prevent a reoccurrence.

1. Definitions

a. Industrial Injury is defined as a personal injury arising out of, and in the course of, employment.

b. Occupational Illness is defined as a disease caused by the certain hazardous conditions or materials when there is a direct casual connection between the conditions under which the work is performed and the occupational disease.

c. Accident is defined as an unintentional event that results in loss, injury, damage, or harm to persons or property.

d. Incident is defined as an event, intentional or unintentional, that resulted in or contributed to, or could have resulted in or contributed to a loss, injury, damage, or harm to persons or property from fire, theft, vandalism, weather, etc.

B. Reporting Policies:

1. All injuries, occupational illnesses, accidents, and incidents, no matter how minor, shall be reported promptly to the immediate supervisor as soon as the employee is physically able and **no later than the end of the immediate shift**. Personnel must cooperate fully in any investigation of the incident/accident. **Failure to report an accident could be cause for immediate disciplinary action, up to and including termination.**

2. The immediate supervisor shall record all appropriate information that will facilitate a thorough investigation of the accident/incident and ensure that all the proper

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forms/reports are promptly filed with the department, and Administration Office designated authority within 24 hours.

3. Any time an accident or other occurrence causes illness or injury to an employee or Township property, a "Hamilton Township Incident Report," must be filed with each department, Administration, and Human Resources. It may be necessary to provide additional information and to complete additional forms, depending upon the circumstances. The Administrative and/or Human Resources staff will advise and coordinate as necessary.

4. All accidents/incidents involving a Township vehicle must be promptly reported to the immediate supervisor and, in turn, to the Administration office. Incident instruction packets can be found in the glove box of each Township vehicle indicating the steps to follow in case of accident and containing pertinent forms for reporting. Employees should refrain from making statements regarding the accident to anyone other than the investigating officer, employer's officials and employer or personal insurance company representatives. Statements shall be confined to factual observations. A copy of all police reports and any statements attached thereto are to be forwarded to the Administration Office designated authority personnel within 24 hours.

5. Any questions or concerns regarding reporting as heretofore discussed should be directed to the Administration Office designated authority personnel.

### **C. Post Incident/Accident (Test(s))**

1. Personnel involved in a [*Worker's Compensation*] injury, occupational illnesses, accidents, and incidents while on the job shall be sent for a drug/alcohol post-incident test at the nearest Occupational Health or Hospital facility. Post-incident hospital paperwork must be forwarded with the Hamilton Township Incident Report and all other paperwork as required to the Administration office no later than the immediate shift.

2. At minimum, all non-CDL personnel involved in accidents and/or incidents that result in damage of a cost equal to or greater than the current Township Insurance Deductible or \$500.00 to equipment, vehicles, or grounds shall be sent with a Hamilton Township Supervisor or designated personnel for a drug/alcohol post-incident test at the nearest Occupational Health or Hospital facility. Post-incident hospital paperwork must be forwarded with the Hamilton Township Incident Report and all other paperwork as required to the Administration office within 24 hours.

D. Failure to timely report a work-related injury may jeopardize an employee's right to collect workers' compensation benefits, result in the denial of wage continuation benefits, and/or result in disciplinary action.

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**WORKPLACE VIOLENCE**

**SECTION 7.15**

A. The safety and security of employees, volunteers, contractors, and the general public are of vital importance to Hamilton Township. Therefore, threats, threatening behavior, or acts of violence made by an employee or anyone else against another person's life, health, well-being, family, or property will not be tolerated. Employees found guilty of violence will be subject to disciplinary action up to and including termination of employment.

B. The purpose of this policy is to provide guidance to Township employees and volunteers should they encounter a situation that they believe is or could result in an act of violence.

C. The word "violence" in this policy shall mean an act or behavior that:

1. is physically assaultive;
2. a reasonable person would perceive as obsessive (e.g., intensely focused on a grudge, grievance, or romantic interest in another person and likely to result in harm or threats of harm to persons or property);
3. consists of a communicated or reasonably perceived threat to harm another individual or in any way endanger the safety of another;
4. would be interpreted by a reasonable person as carrying a potential for physical harm to the person;
5. a reasonable person would perceive as intimidating or menacing;
6. involves carrying or displaying weapons, destroying property, or throwing objects in a manner reasonably perceived to be threatening; or
7. consists of a communicated or reasonably perceived threat to destroy property.

D. The Employer prohibits the following:

1. Any act or threat of violence by an employee against another person's life, health, well-being, or property.
2. Any act or threat of violence, including, but not limited to, intimidation, harassment, or coercion.
3. Any act or threat of violence which endangers the safety of employees, volunteers, contractors, or the general public.
4. Any act or threat of violence made directly or indirectly by words, gestures, or symbols.
5. Use or possession of a weapon on the Employer's premises, on a Township controlled site, or an area that is associated with Township employment except as required in the line of duty (i.e., law enforcement).

E. The possession or use of dangerous weapons is prohibited on Employer property, in Employer vehicles, or in any personal vehicle which is used for Employer business or is parked on Employer property, except as authorized by law.

1. A dangerous weapon is defined as:

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- A loaded or unloaded firearm; or
- A weapon, device, electronic stun weapon, chemical substance, or other material that in the manner it is used, or could ordinarily be used, or is intended to be used, is readily capable of causing serious bodily injury.

2. Individuals may possess a firearm on Employer property if the individual is employed in a law enforcement capacity. Employees, who possess a valid permit to carry a firearm, if a firearm is brought on Employer property, must keep the firearm unloaded and in the employee's personal vehicle, which shall be locked.

F. Any person who makes substantial threats, exhibits threatening behavior, or engages in violent acts on the Employer's property shall be removed from the premises as quickly as safety permits and shall remain off the premises pending the outcome of an investigation. The Employer will initiate an appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person(s) involved.

G. It is a requirement that all employees report any behavior that compromises the Employer's ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential to the extent permitted by law, except where there is a legitimate need to know. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on a Township controlled site, or is associated with Township employment.

H. All incidences of suspected or potential violence should be reported to the employee's department head. Employees should not take the position that the incident is too minor to report or that it does not appear to be a "real problem." Employees should not wait until it is too late to be proactive.

I. Supervisor Responsibilities: Department heads are responsible for assessing situations, making decisions on the appropriate response, and responding to reports of or knowledge of violent activities that have occurred in the workplace or that involves an employee of the Employer.

J. When any actual, potential, or suspected incident of violence is brought to the attention of the department head, the department head or designee shall evaluate the severity of the situation immediately and have the individual reporting the incident fill out a Workplace Violence Incident Report Form. If it is concluded that an actual act of violence has occurred or if there is a likelihood that violence could result, the department head or designee shall:

1. Discuss the situation with the employee(s) and attempt to find out what caused the situation.

2. Determine what action is to be taken to prevent the situation from occurring again. Such actions may include but not be limited to:

- (a) Assigning a different employee to the area or job.
- (b) Talking with the disgruntled citizen or employee(s).

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- (c) Discussing the incident and offering suggestions for appropriate action.
- (d) Referring the affected employee(s) to professional help or counseling.
- (e) Disciplining the employee(s), up to and including termination of employment.

K. All employees who apply for, obtain, or are the subject of a restraining order which lists any Township locations as being protected areas, must provide to their department head a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent.

**ETHICS**

**POLICY NUMBER 7.16**

A. Personal Conduct

1. Township employees are expected to maintain the highest possible ethical and moral standards and to perform their duties within the laws of the State of Ohio, and rules, codes of ethics and standard procedures as may be set forth by the Township. Conduct that interferes with normal operations, brings discredit to the Township, is illegal, or is offensive to the public or fellow employees will not be tolerated. Such conduct includes, but is not limited to:

- a. Use of employment with the Township for personal gain or engagement in any transaction, business, or any other interest which is in conflict with the proper discharge of official Township duties;
- b. Disclosure of confidential information, without proper authorization, regarding the property, government, or affairs of the Township;
- c. Use of confidential information or influence of official Township position to advance personal, financial, or other private interests;
- d. Solicitation or acceptance of any gift, in the form of service, loan, item, or promise from any person, firm, or organization, which maintains an interest directly or indirectly in any business dealings with the Township;
- e. Solicitation or acceptance of any gift, in the form of service, loan, item, or promise from any person, firm, or organization that may tend to influence a Township employee in the proper discharge of official Township duties;
- f. Engaging in any matter which represents a conflict of interest with the Township, or undermines the integrity of the Hamilton Township Trustees;
- g. Failure to impartially perform one's duties, enforce the law, or to provide service to the public;
- h. Engaging in or accepting private employment or rendering services for private interests when such employment or service is incompatible with the proper performance of the employee's official duties or would tend to impair the employee's independent judgment or action in the performance of the employee's official duties;

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- i. While an employee, or for one (1) year thereafter, representing another person before a public agency on any matter in which the employee personally participated as an employee;
- j. Receiving or agreeing to receive outside compensation for services rendered in a matter before any office or department of the Township except as provided in O.R.C. Section 102.04; or
- k. Having a personal interest in a contract with the Township or using their position or authority to secure approval of a public contract in which the employee, a member of the employee's family or a business associate has an interest.
- l. Each employee shall review a copy of Ohio's Ethics Laws at the time of hire.
- m. No employee shall use any electronic recording system to record public or inter-office telephone conversations or any other discussions without the proper expressed permission of the person being recorded.

**B. Political Activity**

Hamilton Township endeavors to provide a workplace free of political coercion for political purposes and to prohibit Department Heads (including the Township Administrator, Police Chief, Fire Chief, Public Works Director, Finance Coordinator, Economic Development and Zoning Director, Community Development Coordinator, and Human Resources Manager), from using their official authority or positions for the purpose of interfering with or affecting the result of an election or a nomination for any political candidate seeking office in Hamilton Township.

<b>SOCIAL NETWORKING POLICY</b>	<b>POLICY NUMBER 7.17</b>
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**I. Purpose**

The purpose behind this policy is to make an employee aware of his or her privacy rights and prohibited conduct with respect to an employee's actions and its impact on the Employer when using social networking sites on and off duty. Moreover, this policy is intended to ensure efficient use of employee time and to minimize any distraction from an employee's assigned tasks and duties. It will also allow the Employer to ensure that Employer rules are followed and all employees are treated fair and consistent.

**II Scope**

All employees will be subject to and held accountable for any conduct outlined in Social Networking Policy. This policy works in conjunction with other related personnel policies and procedures.

**III. Consent**

An employee's use of such technology constitutes consent to being monitored by the Employer.

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IV. Social Networking refers to the use of websites such as, but not limited to, Facebook, Twitter, LinkedIn. For purposes of this policy, Blogs and other internet forums of communication will also be referenced. Nothing in this policy is meant to prohibit access to any website or Blog which may be work-related.

V. Policy

- A. On Duty Conduct – While at work, an employee may only access social networking websites, Blogs and/or other internet forums of communication during their lunch or breaks. This includes access from a personal cellular device (E.g., Smartphone, iPhone, etc.) during an employee’s hours of work. Employees found to have violated this policy may be subject to discipline up to and including termination.
- B. On/Off Duty Conduct – An employee enjoys no expectation of privacy to information posted into cyberspace even while off duty. This includes anything posted to a social networking website, Blog, or other similar internet forum of communication. Although information may be posted to a “private” webpage, the employee should be aware this information can still be accessed by the public and other sources in a number of ways. Because of this, an employee needs to use “common-sense” when posting comments, photos, opinions, or any other information related to his or her employment. By no means is this policy meant to infringe upon an individual’s First Amendment rights. However, anything that reflects negatively on the Employer or its mission may be used as grounds for discipline up to and including termination. Examples of prohibited conduct (but not limited to) are as follows:
- 1) Posting one’s photograph while wearing the Employer’s uniform (or other similar attire, which could be misidentified as the official uniform);
  - 2) Posting pictures, videos, or comments that are insubordinate with respect to the employee’s employment;
  - 3) Posting pictures, videos, or comments that constitute or could be construed as unlawful behavior;
  - 4) Knowingly or recklessly posting false information about the Employer, supervisors, coworkers, public officials, or those who have a relationship with the Employer. This also includes disparagement of a fictitious character or computer-generated likeness that resembles the above.
  - 5) Posting, transmitting, or disseminating any pictures or videos of official training, activities, or work-related assignments without the express permission of a supervisor.
  - 6) Posting pictures, videos, or comments that are sexual, violent, offensive,

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harassing, or pornographic in nature.

- C. Employees shall not imply they are speaking on behalf of the Employer and shall include a disclaimer when speaking on certain matters affecting the Employer or the employee's employment.
- D. Confidential Information – An employee shall not disclose any work-related confidential or proprietary information on any social networking website, Blog, or other internet forum of communication. This can include information including, but not limited to potential incident scene disclosure, victim information, crime information, and facial recognition that may eventually be obtained through a valid public record's request. Employees found to have violated this policy may be subject to discipline up to and including termination.
- E. Any deviation from the above policy shall be approved by the Employer.
- F. Any questions regarding the policy should be directed to his or her immediate supervisor.



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**CHAPTER 8**

**CORRECTIVE ACTION AND COMPLAINT PROCEDURE**

- 8.01 CORRECTIVE ACTION PRINCIPLES AND PROCEDURES
- 8.02 PRE-DISCIPLINARY CONFERENCE
- 8.03 COMPLAINT PROCEDURE

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**CORRECTIVE ACTION PRINCIPLES AND  
PROCEDURES**

**SECTION 8.01**

- A. Hamilton Township expects employees to perform assigned duties at satisfactory levels, to follow accepted standards of workplace behavior, and to comply strictly with all laws, rules, and regulations. A primary purpose of corrective action is to correct problem situations and provide an atmosphere in which the employee can learn from past mistakes.
- B. Furthermore, the Township believes that certain basic principles must be consistently applied in order to effectively and fairly correct inappropriate job performance and behavior.
1. Employees shall be advised, within reason, of expected job performance and behavior, the types of conduct that the Township has determined to be unacceptable (not all misconduct requires specific mention), and the usual penalties for unacceptable job performance or behavior;
  2. Immediate attention shall be given to job performance or behavior infractions;
  3. Corrective action shall be applied uniformly and consistently, and each offense shall be dealt with as objectively as possible; the Township recognizes that most misconduct is distinguishable and permits justifiable differences in discipline;
  4. Corrective action for minor policy violations will normally be progressive in nature; and
  5. An employee's department head generally shall be responsible for any corrective action prior to suspension, demotion, or removal.
- C. The Township has adopted this policy as a guide for the administration of corrective action. It is not, however, to be construed in any ways as a limitation of management's rights when dealing with inappropriate job performance or behavior.
- D. This policy provides standard penalties for specific misconduct; however, the examples of specific misconduct provided are not intended to be all inclusive, but to merely serve as a guide. The standard corrective measures provided in this policy do not preclude the application of more or less severe measures for a given infraction when such is deemed appropriate.
- E. Forms of disciplinary action, but not necessarily the order of discipline are:
1. Verbal Counseling (written record);
  2. Written reprimand;
  3. Suspension without pay;
  4. Demotion in pay and position; and
  5. Termination.
- F. The Township may place an employee on administrative leave with pay when necessary. Compensation for administrative leave shall be equal to the employee's normal rate of pay.
- G. Following are the definitions and examples of what the Employer has chosen to refer to as Group I, II, and III offenses:

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In general, Group I Offenses may be defined as those infractions which are of a relatively minor nature and which cause only a minimal disruption to the operation of the Township in terms of a slight, yet noticeable, decrease in productivity, efficiency, and/or morale. Group I Offenses, if not addressed with corrective action, will usually have a temporary or minor impact, unless such acts are compounded over time.

### **GROUP I OFFENSES** (examples of, but not limited to the following)

First Offense	Verbal Counseling with written record
Second Offense	Written reprimand
Third Offense	Up to a three (3) day suspension without pay
Fourth Offense	Up to a ten (10) day suspension without pay
Fifth Offense	Discharge or demotion

1. Failure to follow notification requirements for any absence.
2. Failure to commence duties at the beginning of the work period, or leaving work prior to the end of the work period.
3. Leaving the job or work area during regular working hours without authorization.
4. Making preparation to leave work without specific prior authorization before the lunch period, for any official break time, or before the specified quitting time.
5. Leaving post of continuous operations prior to being relieved by another employee.
6. Neglect or carelessness in use of time clocks or signing in or out.
7. Unauthorized absence from work for a brief period of time (extended absences will be considered a more serious offense).
8. Creating or contributing to unsanitary conditions.
9. Use of profane language (during conversation and not directly at anyone in particular).
10. Distracting the attention of other, unnecessary shouting/demonstration, or other wise causing disruption on the job.
11. Failure to cooperate with other employees as required by job duties.
12. Failure to exercise reasonable care in the use of Township property and equipment.
13. Use or possession of another employee's working equipment without authorization.
14. Failure to observe smoking/tobacco rules.
15. Disregarding job duties by neglect of work (e.g., reading for pleasure, excessive personal conversations, conducting personal business during working hours, etc.).
16. Unsatisfactory work or failure to maintain required standards of performance.
17. Use of telephone, cell phone, computer, internet or electronic mail for other than Township business purposes.

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18. Unauthorized presence on Township property.
19. Violation of any other Township policy contained in this manual or otherwise.

Group II Offenses may be defined as those infractions which are of a more serious nature, and which, in turn, cause a more serious and longer lasting disruption to the operation of the Township in terms of decreased productivity, efficiency, and morale. Group II Offenses, if not addressed with corrective action, can have a more serious and longer lasting impact than the Group I Offenses.

**GROUP II OFFENSES** (examples of, but not limited to the following)

First Offense	Written record of counseling or up to a three (3) day suspension without pay
Second Offense	Up to a ten (10) day suspension without pay
Third Offense	Discharge or demotion

1. Sleeping during working hours.
2. Reporting for work or working while unfit for duty (non-CDL holders and other employees holding safety-sensitive positions).
3. Unauthorized use of Township property and equipment.
4. Performing private work on Township time.
5. Willful failure to follow proper sign in or sign out procedures when required.
6. Obligating the Township for any expense, service, or performance without authorization.
7. Unauthorized posting or removal of notices or signs from bulletin boards.
8. Willful disregard of Township rules.
9. Failure to report off work for any absence, failure to report for overtime work without good reason after being scheduled to work according to overtime policy.
10. Signing or altering another employee's time cards or time sheets, or unauthorized altering of one's own time cards or time sheets.
11. Failure to make required reports, refusing to give testimony when accidents or complaints are being investigated.
12. Giving false testimony during an accident, complaint, or grievance investigation or hearing.
13. Distributing or posting written or printed matter of any description on Township premises unless authorized.
14. Unauthorized presence on Township property.
15. Willful disregard of office and/or department/division rules.

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16. Use of abusive language toward supervisors, co-workers, officials, or the public.
17. Discourteous treatment of the public.
18. Misuse of two-way radio or related equipment, abusive language over the airways, or interference with business-related transmission.
  19. Improper or inappropriate use of on-line services, e-mail, cell phones, etc.
  20. Improper taping of conversations.
21. Unauthorized absence from work (except job abandonment, which is a constructive resignation and/or grounds for removal).
  22. Unauthorized disclosure of confidential or proprietary information without proper legal authorization.
23. Willful violation of any other Township policy contained in this manual or otherwise.

Group III Offenses may be defined as those infractions which are of a very serious or possibly criminal nature, and which cause a critical disruption to the operation of the Township in terms of decreased productivity, efficiency, and/or morale. Group III Offenses, if not addressed with corrective action, may have a long lasting and seriously adverse impact on the agency.

**GROUP III OFFENSES** (examples of, but not limited to the following)

- | First Offense | Up to and including discharge   |
|---------------|---|
| 1.            | Wanton or willful neglect in the performance of assigned duties or in the care, use, or custody of any Township property and equipment. Abuse, or deliberate destruction in any manner of Township property, tools, equipment, or the property of other employees.                      |
| 2.            | Falsifying testimony when incidents are being investigated. Falsifying or assisting in falsifying or destroying any Township records, including work performance reports. Giving false information or withholding pertinent information called for in making application for equipment. |
| 3.            | Making false claims or <u>misrepresentation</u> in an attempt to obtain any Township benefit.   |
| 4.            | Stealing or similar misconduct, including destroying, damaging, or concealment of any property of the Township. Performing private work on Township time or using Township property or equipment for private gain.  |
| 5.            | The use of or being under the influence of alcohol on the job.  |
| 6.            | The use or abuse of drugs or the abuse of other controlled substances; the manufacturing, distributing, or possessing drugs or other controlled substances in the workplace.  |
| 7.            | Abusing, fighting, or attempting or threatening to cause injury to other employees, supervisors, or persons.  |

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8. Carrying or possession of firearms, explosives, or weapons on Township property at any time without proper authorization.
9. Knowingly concealing a communicable disease which may endanger other employees.
10. Misuse or removal of Township records such as releasing confidential information about employees or the general public without prior authorization.
11. Dishonesty or any dishonest action. Some examples of what is meant by "dishonesty" or "dishonest action" are: theft; opening desks assigned to other employees without authorization; pilfering through lunch boxes, tool kits, or other property of the Township or other employees without authorization; making false statements to secure an excused absence or to justify an absence or tardiness; making or causing to be made inaccurate or false reports concerning any absence from work. The foregoing are examples only and do not limit the terms "dishonesty" or "dishonest action."
12. Gross insubordination (e.g., refusal to perform assigned work or direct refusal to comply with written or verbal instructions of a supervisor).
13. Conduct violating morality or common decency. Failure to report or engaging in an act of discrimination, discriminatory conduct, or sexual harassment, or retaliation of another Township employee or a member of the general public.
14. Conviction of a felony, even if prior discipline has been issued for the underlying conduct.
15. Unreported absence from work of three (3) or more days (may be considered job abandonment and constructive resignation).
16. Altering or otherwise falsifying a physician's certificate or other signed statement regarding leave or authorization to return to work.
17. Threatening, intimidating, or coercing employees or supervisors; violating the workplace violence policy.
18. Failure (neglect or otherwise) to report major accidents or injuries or committing serious safety violation.
19. Engaging in unauthorized political activity.
20. Violating ethics laws, rules, or regulations.
21. Misusing LEADS or other similar system.
22. Serious, intentional, or wanton and reckless violation of any other Township policy contained in this manual or otherwise.
23. The making or publishing of false, vicious, or malicious statements concerning employees, supervisors, the Township, or its operations.

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**PRE-DISCIPLINARY CONFERENCE**

**SECTION 8.02**

- A. Whenever a supervisor or department head determines that an employee may be subject to discipline constituting a written reprimand or greater, the supervisor or department head shall discuss the matter with the Human Resources Manager prior to issuing any final disciplinary action.
- B. Whenever the Township or designee determines that an employee may be disciplined for cause (including all suspensions, demotions in pay or position, or termination), a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct.
- C. Pre-disciplinary conferences will be conducted by the employee's department head or designee.
- D. Not less than twenty-four (24) hours prior to the scheduled conference, the department head or designee will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee may choose to: (1) appear at the conference to present an oral or written statement in his/her defense, or (2) elect in writing to waive the opportunity to have a pre-disciplinary conference.
- E. Prior to the disciplinary conference, the employee will be advised of the right to be represented by counsel.
- F. At the pre-disciplinary conference, the employee shall have the right to call witnesses on his/her behalf or present any other evidence he/she feels is warranted in defense.
- G. Any employee witnesses are required to answer all questions truthfully or be subject to disciplinary action. If applicable, prior to being ordered to answer questioning, and employee or witness may be given Miranda, Piper, or Garrity Warnings and, if so administered, shall be informed that the failure to respond or failure to respond truthfully may result in disciplinary action for gross insubordination and/or dishonesty.
- H. Following the conclusion of the pre-disciplinary conference, the employee may or may not receive discipline.
- I. Appeal Process:
  - 1. Employees feeling aggrieved by either a suspension of more than three (3) days or a change of status (e.g. termination or demotion) may, in writing, appeal the disciplinary action to the Township Administrator or his designee.
    - The appeal must be filed in writing with the Township Administrator or designee within ten (10) days of the employee's receipt of the written notification of the disciplinary action. If the ten (10) day appeal time is exceeded, the Township Administrator will take no action in the matter. This appeal:
      - Must be signed by the individual who is appealing and include the employee's department and title therein; and
      - Must have attached thereto a copy of the disciplinary order.
  - 2. The employee will present the appeal to the Township Administrator or designee. The appeal should specify either or both of the following grounds for appeal:

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- There was a failure on the part of a Township official to observe or correctly apply the provisions of the Personnel Policy and Procedure Manual or the terms of the subject's appointment; and/or
  - There was not a complete consideration of the facts regarding the disciplinary action taken against the appellant.
3. The appeal should contain all written material relevant to the case.
  4. The Township Administrator will be provided a copy of all materials presented in the appeal when it is filed.
  5. Hearings will be closed to the public.
  6. The Township Administrator or designee shall set a time for an appeal hearing promptly and should strive to have the hearing date no later than twenty days after receiving the appeal.
  7. The Township Administrator or designee will review all written material submitted. If present, the Township Administrator or designee shall hear the appellant or their counsel. If present, the Township Administrator or designee shall hear the Department Head or their counsel. The Township Administrator or designee will examine evidence upon the matter that may be pertinent and relevant.
1. The Township Administrator or designee may affirm, disaffirm or modify the disciplinary measure taken against the employee.

**COMPLAINT PROCEDURE**

**SECTION 8.03**

A. The Township recognizes that within any organization, there will be occasional differences among its employees regarding interpretations of rules or other problems stemming from conditions of employment. In order to provide employees with an orderly process by which to seek resolution of such differences, the Township has established the following complaint procedure.

B. Complaint Procedure

Step 1: Department Head. Any employee having a complaint may lodge his/her complaint in writing to the employee's Department Head or other designated person, within five (5) working days from the alleged incident. The department head, or designee will, if deemed necessary, meet with the employee to discuss the matter. If the employee is not satisfied with the answer provided at Step 1, the employee may file an appeal to Step 2.

Step 2: HR Manager: An employee may file a written appeal of the Step 1 answer within five (5) working days of receiving the answer with the Human Resources Manager. The Human Resources Manager, or designee will, if deemed necessary, meet with the employee to discuss the matter. If the employee is not satisfied with the answer provided at Step 2, the employee may file an appeal to Step 3.



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Step 3: Township Administrator. An employee may file a written appeal of the Step 2 answer within five (5) working days of receiving the answer with the Township Administrator or designee. The Administrator, or designee will, if deemed necessary, meet with the employee to discuss the matter. The decision of the Administrator is final.

- C. In the event of extenuating circumstances, a time limit may be extended, by the mutual agreement of both parties, in writing.

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**CHAPTER 9  
NON-DISCIPLINARY SEPARATION**

- 9.01 RESIGNATION
- 9.02 REDUCTION IN FORCE / LAYOFF
- 9.03 RE-EMPLOYMENT

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**RESIGNATION**

**SECTION 9.01**

- A. Employees who voluntarily resign their employment shall give two (2) weeks notice to their department head. Failure to give such notice may jeopardize future re-employment. The employee's department head may at his/her sole option, make the notice date the final day of work, with wages paid through the final notice date.
- B. Any employee who resigns is encouraged to give his or her reasons for resigning and to discuss with his or her supervisor any working conditions which he or she feels are unsatisfactory. The HR Manager shall conduct an exit interview with the terminating employee.
- C. A formal letter of resignation shall be required. The Employer hereby accepts resignations upon receipt, and will rely on having received them. Resignations may not, therefore, be revoked without permission. A copy of the letter of resignation shall be forwarded to the Human Resources Manager.
- D. Failure to give proper notification shall result in ineligibility for reinstatement and may become a matter of public record.
- E. Prior to the employee's final day of service to the Township, or anytime upon request of the Township, the employee shall return all property, equipment, keys, identification cards, cell phone, uniforms, etc. to the Township.

**REDUCTION IN FORCE/LAYOFF**

**SECTION 9.02**

- A. When the Township determines that a layoff or reduction in employment is necessary, employees shall be notified as far in advance of the effective date of the layoff or reduction in employment as possible, but no less than ten (10) work days before the effective date.
- B. Notice of recall shall be sent to the employee by certified mail. The Township shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.
- C. The laid off employee shall have seven (7) calendar days following the date of receipt of the certified mail recall notice to notify the Township of his/her intention to return to work, and shall have fifteen (15) calendar days following the date of receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice or as agreed. An employee failing to notify the Township of his/her intention to return within seven (7) days, or failing to report for duty within fifteen (15) days of notice shall be removed from the recall list and be deemed to have resigned.

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**RE-EMPLOYMENT**

**SECTION 9.03**

- A. An employee who has retired from Township service under one of the state retirement systems and is subsequently re-employed will not be credited with prior service for the purpose of computing vacation, sick leave, longevity, or other benefits that may be in effect, unless specifically approved by the Appointing Authority, or unless mandated by law.
  
- B. An employee who voluntarily resigns from Township service and is subsequently reemployed by the Township shall be credited with prior Township service for purposes of computing vacation leave benefits only.

# LEGISLATIVE COVER MEMORANDUM

**Introduction:** May 6, 2020

**Effective Date:** Next available date

**Agenda Item:** **Resolution 20-0506A**  
A RESOLUTION UNANIMOUSLY AUTHORIZING THE SALE OF REAL PROPERTY LOCATED AT 69 WEST FOSTER-MAINEVILLE ROAD, AND AUTHORIZING THE ENTERING OF A PURCHASING AGREEMENT, DISPENSING WITH THE SECOND READING, AND DECLARING AN EMERGENCY

**Submitted By:** Brent Centers

**Scope / Description:** This allows Administrator Brent Centers to move forward with any work necessary to complete the sale of Fire Station 76 located at 69 West Foster-Maineville Road.

**Budget Impact:** \$0

**Vote Required for Passage:** 3 of 3

The Board of Township Trustees of Hamilton Township, County of Warren, Ohio, met at its regular, 6:30pm meeting on May 6, 2020, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey – Trustee, *Chair*  
Joseph Rozzi – Trustee  
Mark Sousa – Trustee

Mr. \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NUMBER 20-0506A**

**A RESOLUTION UNANIMOUSLY AUTHORIZING THE SALE OF REAL PROPERTY  
LOCATED AT 69 WEST FOSTER-MAINEVILLE ROAD, AND AUTHORIZING THE  
ENTERING OF A PURCHASING AGREEMENT, DISPENSING WITH THE SECOND  
READING, AND DECLARING AN EMERGENCY**

**WHEREAS**, Hamilton Township is the owner of certain real property located at 69 West Foster-Maineville Road in Hamilton Township, consisting of Parcel Nos. 16032260041 and 1604478001 (the “Old Fire Station”);

**WHEREAS**, the Board of Township Trustees has provided for the construction of a new fire station to provide fire and EMS services to its residents;

**WHEREAS**, Ohio Revised Code 505.10(6) authorizes the Board of Township Trustees, upon unanimous vote, to sell Township-owned property found not to be needed for public use to any person or entity, upon whatever terms are agreed to between the Trustees and that person or entity;

**NOW THEREFORE**, be it resolved by the Hamilton Township Board Township Trustees, Warren County, Ohio:

**SECTION 1.** That the Trustees, by unanimous vote, do hereby find that the Old Fire Station is unneeded for Township purposes and should be sold pursuant to the attached Contract to Purchase in the amount of Four Hundred Seventy Thousand Dollars (\$470,000.00) and further in accordance with the terms thereof.

**SECTION 2.** That the Township Administrator is authorized and directed to take any actions that may be reasonably necessary to carry out this Resolution, including without limitation, the execution and delivery of such documents and instruments as the Township Administrator considers necessary and appropriate to convey such property to the purchaser in accordance with the terms of the Contract to Purchase, including signing the Contract to Purchase and a Deed conveying the Property after the conditions of the Contract to Purchase have been satisfied.

**BE IT FURTHER RESOLVED**, that all formal actions of the Board of Township Trustees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board of Township Trustees that resulted in formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**BE IT FURTHER RESOLVED**, that by a unanimous vote of its members, the Board of Township Trustees hereby dispenses with the requirement that this Resolution be read on two separate days and authorizes passage on the first reading; and

**BE IT FURTHER RESOLVED**, that this Resolution constitutes and is hereby declared an emergency measure necessary for the immediate preservation of the public health, safety and general welfare, and for the further reason that the Board of Township Trustees desires to sell this surplus real property in an efficient and expeditious manner to preserve the financial standing of the Township.

Mr. \_\_\_\_\_ seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Darryl Cordrey –	Aye _____	Nay _____
Joe Rozzi –	Aye _____	Nay _____
Mark Sousa –	Aye _____	Nay _____

Resolution adopted this 6th day of May, 2020.

Attest:

\_\_\_\_\_  
Kurt E. Weber, *Fiscal Officer*

Approved as to form:

\_\_\_\_\_  
Benjamin J. Yoder, *Law Director*

I, Kurt E. Weber, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Township Trustees of Hamilton Township, County of Warren, Ohio, at its regular meeting on May 6, 2020.

Date: \_\_\_\_\_

\_\_\_\_\_  
Kurt Weber, *Fiscal Officer*