

FAIRFIELD TOWNSHIP
RESOLUTION NO. 26-55

**RESOLUTION AMENDING ARTICLE I, IV, V, AND VI OF THE PERSONNEL POLICY
MANUAL FOR FAIRFIELD TOWNSHIP**

WHEREAS: Fairfield Township currently has a Personnel Policy Manual which was last revised on October 14, 2025 (Resolution 25-133); and

WHEREAS: The Fairfield Township Board of Trustees believes it is necessary to revise the current Articles I, IV, V, AND VI of the Personnel Policy Manual to amend language regarding Spending Authority, Wages and Benefits, Absences and Leaves, and Employee Conduct; and

WHEREAS: The Board previously amended Section 6.06 of the Personnel Manual to address Bullying and General Harassment which also should be incorporated into the manual; and

WHEREAS: The Board desires to amend Article I, IV, V, AND VI of the Personnel Policy Manual as set forth in the attached revised Personnel Policy Manual designated as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board of Trustees hereby authorizes amendment to Articles IV, V, and VI of the Personnel Policy Manual. The attached revised Personnel Policy Manual is hereby approved and supersedes and replaces all prior Personnel Policy Manuals.

SECTION 2: The Board has agreed that no overtime should be paid unless approved by the Township Administrator and if it is paid should be absolutely necessary to the operations of the township.

SECTION 3: The Board agrees that all employees who currently have take-home vehicles can remain as is pending the outcome of the police levy.

SECTION 4: Cell Phone allowances previously given shall come to an end by July 3rd, 2026.

SECTION 5: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 6: This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 7: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 8: This resolution shall take effect at the earliest period allowed by law.

Adopted: June 23, 2026

Board of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

Vote of Trustees

yes

yes

yes

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this 23rd day of June, 2026.

ATTEST:

Shelly Schultz
Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

KL Barbieri / LEB
Katherine Barbieri, Township Law Director

Executive Summary of proposed changes to be made to the Personnel Manual

Considering our recent passage and failure of levies in the township, we are proposing the following changes to our personnel manual which will help to reduce spending across all our departments.

Article I – Preface

Section 1.06 Amendments

1. The requirement for the Administrator to bring forth resolutions to approve purchases over \$5,000.00 was changed to \$7,500.00 to match the current practice.

Article IV – Wages and Benefits

Section 4.01 Employee Compensation

1. Section F was added to make clear to the employees that we have the legal right to make certain deductions from their paychecks which include taxes, retirement contributions, and garnishments as ordered by the court.
2. Section G was added to state that if mistakes are made by the township regarding their paychecks, the employee has an obligation to report those errors to the township so that they can be corrected in a timely manner.

Section 4.02 Overtime

1. Section A was revised to state that the Township Administrator must approve all overtime. This is intended to eliminate all or most of the overtime that has been occurring over the past year. Last year we spent \$688,45.77.
2. Section E was revised to pay out all comp time earned in a year by the end of the year. The previous wording allowed for a 180-day carryover. I believe it will make administering comp time much easier.
3. Section H was added to the manual. This allows for two (2) hours of overtime to be paid if you are called back into work after completing your workday. Past practice for the public works department has been 4 hours of pay. I am unsure where those 4 hours came from.
4. Section I was added to the manual so that employees will be paid overtime for mandated attendance at events regardless of whether they have completed a 40-hour workweek.

Section 4.04 Retirement Plan

1. Section C was revised to make it clear that all part-time firefighters are required by law to participate in social security instead of OPERS.

Section 4.06 Insurance

1. Sections C through G were added to the policy manual that relates to health insurance. Sections C, D and E are current practices. Section F would allow the employee or officer to decline health care coverage in exchange for an incentive. The incentive amount was derived by computing 25% of the total cost of the premium set aside by the township each month for a family plan. This incentive would begin in January of 2027. Section G could be removed if we get some good participation in the incentive program. If we can't get employees to participate, then we could implement Section G by 2028.

Section 4.08 Longevity Pay

1. Longevity pay was added to the manual. We have been paying longevity pay following the Fire Contract for all non-union employees even though the resolution passed in 2000 stated a different practice. Regardless, it has been added and follows the current practice. We currently pay out \$16,000.00 a year in longevity incentives.

Section 4.09 Employee Cell Phone Reimbursement Policy

1. This section was removed from the manual. We currently spend \$7,800.00 on cell phone allowances. We will eliminate all future cell phone allowance payments after July 6th.

Article V Absences and Leaves

Section 5.01 Holidays

1. Section A adds Columbus Day as a new Holiday for all non-union employees. The PD contract follows our schedule for holidays as well, so this will also be a new holiday for them.
2. Section D eliminates double time for part-time employees who work on a holiday. This will save us \$28,000.00 dollars a year.
3. Section H was changed to Full-Time employees are entitled to Personal Days.

Section 5.02 Vacation Leave

1. This chart of vacation leave accrual rates was changed back in 2020. The township used to give everyone all their vacation up front and it was changed to a biweekly accrual rate. I do not wish to change the practice. However, it was never approved by the board formally.
2. Section F was changed to permit 80 hours of vacation to be cashed out each year once you go beyond one year's worth of carryover. In prior years, we have paid out up to 5 weeks of vacation each year for those folks who accrue 5 weeks each year. This benefit will cap out starting in 2027 with the payout to happen at the end of each year. This change will save the township \$10,000.00 a year.

Section 5.03 Sick and Injury Leave

1. Section B was added to eliminate the cap of 960 hours of sick leave. This will eliminate the sick leave payouts from occurring in the future. I would request that this begin in 2028 because we will have to negotiate with police and fire over the elimination of this benefit in their contracts in 2027. This change will save the township \$40,000.00 a year.

Section 5.04 Sick Leave Conversion

1. I would like to eliminate section B from the manual because we have eliminated the payout of sick leave each year. This would allow all the employees who came here from other entities to be able to be paid out for their sick leave upon retirement instead of just being what you earned from Fairfield Township. We have seven employees at the cap each year that receive sick leave payouts. Technically, all the hours they are earning from Fairfield Township are being paid out each year which earns them nothing for a payout at retirement. Sick leave conversion will remain the same at 50% of 960 hours.

Section 5.05 Leave of Absence Without Pay

1. Section C was added to clarify that we will maintain health insurance during an unpaid leave of absence for up to 12 weeks and that all employee health contributions must be paid biweekly.

Section 5.06 Court Leave

1. Section A was changed to reflect the Fiscal Office instead of Township Clerk.

Article VI Employee Conduct

Section 6.03 Use of Township Vehicles and Equipment

1. Section D was changed to allow the township the ability to deny the use of our vehicles to anyone who has demonstrated reckless driving practices. This will be ascertained by acquiring everyone's driving records through the BMV, which the township is permitted to legally acquire by paying a \$5.00 fee each year. We also get credits for performing those checks annually in our insurance premium. The township may also terminate employment for individuals who fall into that category and are required to drive for us for a living. The Board will also need to determine who receives take home vehicles. The current practice has been the following: Police – Chief, Captain, 2 Sergeants and 2 detectives; Fire – Chief, Asst Chief and Admin Captain; Public Works – Director. The cost of vehicles ranges from \$50,000 to \$75,000 depending on what type of vehicle is purchased with maintenance costs at the high end of \$4,500.00 (\$500.00 insurance, \$2,500 repairs and \$1,500 in fuel depending on the age and type of vehicle). The expectation of receiving a take home vehicle has generally been that you are expected to respond to all emergencies from home.

Section 6.06 Bullying, General and Sexual Harassment

1. A new section of bullying and general harassment was added to the policy back in May of 2020 and was approved as a motion. We have multiple editions of the policy manual floating around and would like the board to formally approve this version by resolution.

Section 6.19 Chain of Command

1. A new section pertaining to chain of command was added to the manual. It specifies the proper chain for employees to follow when contacting an elected official and that the township administrator shall be notified if that occurs. This is the practice that did occur with the last administration, but I felt it necessary to write a policy and place it in our manual for enforcement purposes.

Section 6.20 Workplace Trust and Unauthorized Recordings

1. A new section pertaining to workplace trust and unauthorized recordings was added to the manual. It does not allow any township employee to be recorded without their knowledge.

Section 6.21 Standards of Conduct

1. A new section pertaining to standards of conduct was added to the manual. This section specifies that everyone must conduct themselves with honesty, integrity professionalism and respect in all work related activities.

PERSONNEL POLICY MANUAL
FAIRFIELD TOWNSHIP
BUTLER COUNTY OHIO



Fairfield Township
6032 Morris Road
Fairfield Township, Ohio 45011

Revised June 2026

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Article I. PREFACE

Section 1.01 Introduction

- A. Unless otherwise provided for by law, all employees are "At-Will" employees and their (employees) employment may be terminated without cause and without a hearing before the Board of Trustees.
- B. These policies supersede any previous (written or unwritten) conflicting policies. If anyone is not certain whether a previous policy is still in effect, the employee may contact the Township Administrator for clarification.
- C. The policies contained in this manual apply to employees, 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.) or if specifically excluded by contract. The Board of Trustees has the power of appointment to positions within the work force, regardless of subsequent actions by others. None of these policies establish tenure rights or contractual rights for employees.
- D. Policies are defined as the basic rules that guide administrative action in accomplishing an organization's objectives. Clearly defined policies, consistently and fairly administered, are essential to the success of any organization.
- E. 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. No representative of the employer has the authority to enter into an agreement with an employee that is contrary to the foregoing.
- F. To the extent, any of these policies conflict with the provisions of a collective bargaining agreement or confer benefits not granted by a collective bargaining agreement, or in addition to a collective bargaining agreement that policy, provision or benefit shall not apply to employees covered by the collective bargaining agreement. This includes, but is not limited to, health care benefits, holidays, sick time usage and accumulation, compensatory time, vacation, retirement, and any other condition of employment specifically addressed in a collective bargaining agreement.
- G. 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 Administrator.

Section 1.02 Severability

- A. 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 a court restrains compliance with or enforcement of any article or section of this manual, the remainder of this manual and any amendments shall not be affected. The manual 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 to the employer's intent.

Section 1.03 Objectives

- 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. Ensure that all Township operations are conducted in an ethical and legal manner to promote its reputation as an efficient, progressive body in the community and the State;
 - 2. Encourage courteous and dependable service to the public;
 - 3. 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;
 - 4. Enhance the attractiveness of a career with the Township and encourage each of its employees to give their best effort to Fairfield Township and the public;
 - 5. Provide fair and equal opportunities for qualified persons to enter and progress in public service based on merit and fitness as determined through objective and practical personnel management methods.

Section 1.04 Equal Employment Opportunity

- A. All employees and applicants for employment will be recruited, hired, promoted, transferred, demoted, laid off, terminated, suspended, evaluated in a fair and equitable manner based solely upon merit, fitness and such occupational qualifications as everyone might possess. No personnel decisions shall be based upon race, color, religion, sex, national origin, age, disability, political affiliation, or other non-job-related criteria. The Township shall not discriminate based on disability unless the disability renders the individual unable to satisfactorily perform the essential functions of the job with reasonable accommodation.

Section 1.05 Management Rights

- A. Fairfield Township shall have the exclusive right to administer through the Office of the Township's Administrator the business of the Township in addition to all other functions and responsibilities that are required by law. Specifically, the Township's exclusive management rights include, but are not limited to the following:
1. To determine the Township's goals, objectives, programs, and services;
 2. To maintain and improve the efficiency and effectiveness of the Township's operation;
 3. To promulgate and enforce policies and procedures, employment rules and regulations, and to otherwise exercise the prerogatives of management;
 4. To determine the budgets;
 5. To determine and implement necessary actions in emergencies;
 6. To maintain the security of records and other pertinent information;
 7. To manage and direct its employees, including the right to:
 - a. Select
 - b. Hire
 - c. Assign
 - d. Evaluate
 - e. Promote
 - f. Transfer
 - g. Layoff
 - h. Recall
 - i. Discipline
 - j. Reprimand
 - k. Suspend
 - l. Demote
 - m. Discharge
 8. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
 9. 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;

10. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
11. To determine the necessity to schedule overtime and the amount required thereof;
12. 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;

Section 1.06 Amendments

- A. These policies and procedures may be amended or modified from time to time as needed. Where new or modified state or federal laws or regulations necessitate the amendment or modification, it shall be the responsibility of the Township Administrator to effect the change and disseminate copies to all manual holders.
- B. Where the amendment or modification affects an employee benefit or would incur a financial obligation on the Township of over \$5,000, ~~\$7,500.00~~ the Township Administrator 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 Township Administrator to all manual holders.

Article II. HIRING AND SELECTION

Section 2.01 Position Vacancies and Announcement

- A. The Township may post, for ten (10) workdays, vacancies that occur or are imminent within the Township, except in those cases where an employee is eligible for reinstatement from layoff to the vacant position. During the posting period, any employee wishing to be considered for the vacant position shall submit a written notice of interest and any other pertinent information to the Township Administrator. The Board reserves the right to fill vacant positions internally without the use of a public process.
- B. All applications shall be kept in active status for a period of six (6) months from the date filled. After this period (6 months), the application will be placed in an inactive file unless the applicant re-files by updating the information on the original application.
- C. 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

- A. The Township's goal is to allow a qualified applicant or employee with a disability to enjoy the benefits and privileges of employment, equal to those enjoyed by similarly situated non-disabled employees. Therefore, the Township will provide reasonable accommodation to enable a qualified applicant to perform the essential functions of the job that the applicant is seeking, and to enable a current qualified employee with a disability to perform the essential functions of a job currently held.
- B. Modifications or adjustments may be required in the work environment, in the manner or circumstances in which the job is customarily performed, or in employment policies.
- C. The Township will not be able to make accommodation that would impose an undue hardship on the Township. The Americans with Disabilities Act defines an undue hardship as an action that requires significant difficulty or expense. Each accommodation request will be handled on a case-by-case basis.

Article IV. WAGES AND BENEFITS

Section 4.01 Employee Compensation

- A. The Fairfield Township Board of Trustees adopts a pay plan for the compensation of Township employees. The purpose of the pay 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 Fairfield Township community.
- B. All non-exempt employees are responsible for submitting accurate payroll information, and the Department Supervisor must review and approve department payroll periods.
- C. All exempt employees shall be required to certify that they have worked the minimum required hours (40 weekly) or used the available accrued leave banks in lieu of work. The Administrator or Assistant Administrator is responsible for approving all Department Head Certifications, the Administrator is responsible for approving the Assistant Administrator's certification and the Fiscal Officer will approve, or appoint an employee of the Fiscal Office, to approve the Administrator's certification.
- D. 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.
- E. Employees shall immediately notify the Township Administrator or their Department Supervisor when a court ordered garnishment has been awarded that

will affect the payroll. Failure to notify the Township Administrator or Department Supervisor may result in disciplinary action.

- F. *Fairfield Township is legally required to make certain deductions from every employee's compensation. Among these deductions are federal, state, and local taxes as appropriate. Fairfield Township is also legally required to deduct all necessary retirement contributions on employee's earnings up to a maximum amount. The Township may also find it necessary to take garnishments from employee's paychecks. Garnishments are pay deductions that Fairfield Township is obligated to take due to court-ordered mandates to pay a debt or obligation to the Township or to other individuals or organizations. All processing fees charged by other entities will be passed along to the employee in the full amount allowable by law.*
- G. *Fairfield Township takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that you are paid on the scheduled payday. In the unlikely event that there is an error in the amount of pay you receive, you should promptly advise the supervisor, department manager, Finance Director, or the Township Administrator so that the discrepancy can be corrected as quickly as possible with the Fiscal office.*

Section 4.02 Overtime

- A. Overtime is generally discouraged and is only for emergencies. The *Township Administrator*, ~~appropriate Department Supervisor or designee~~ must approve all overtime. Scheduled overtime, which is subsequently cancelled, shall not entitle the employee to any overtime compensation.
- B. In the event an employee is required to work overtime and the employee is not a member of a Collective Bargaining Group or is guaranteed some special consideration that adjusts a typical work week or regular hours worked in a specific pay period, that employee shall be entitled to overtime compensation at one and one-half (1-1/2) times their regular hourly rate of pay for all hours worked in excess of forty (40) hours in one workweek in ¼ hour increments.
- C. Fire fighter overtime shall remain compliant with Fair Labor Standards Act (FLSA).
- D. For purposes of this policy, paid leave time (paid sick leave, personal, funeral, holidays, vacation) shall be considered time worked. Time spent overnight on official Township business shall not be considered time worked for purposes of calculating overtime.
- E. Unless specified otherwise in an employment contract or labor agreement, employees do not earn compensatory time. However, when economic necessity so dictates, the Township may offer compensatory time in lieu of cash payment for overtime worked. Compensatory time must be used, at times agreeable to the

employee and the employee's supervisor, ~~within one hundred eighty (180) days—
from earning prior to the last pay period at the end of the year,~~ or it will be paid.

- F. Full-time employees who are eligible for and work overtime are required to report the overtime worked on their time sheets.
- G. Employees who are not governed by a Collective Bargaining Agreement or by some other stipulation that modifies a typical work week or regular hours worked in a specific pay period, may elect to accumulate Compensatory time for overtime hours worked at the rate of 1 ½ hours for each hour worked up to a maximum of 40 hours. The Employee may elect to use this time in a manner consistent with the Vacation Leave Procedure, subject to Supervisor's approval.
- H. *Employees who are "called out" beyond normal working hours will be paid a minimum of two (2) overtime hours if you are called back into work after completing your workday.*
- I. *Employees mandated to work Township events will be paid overtime regardless of whether they have completed a 40-hour workweek.*

Section 4.03 Expense Reimbursement

- A. Employees of the Township will receive reimbursement for expenses incurred while traveling on official Township business. Employees are eligible for expense reimbursement only when the Board of Trustees, through the Township Administrator or Department Supervisor, has authorized travel. Expenses shall be reimbursed in the following manner.
 - 1. Mileage, Parking, and Tolls
 - a. Employees shall be reimbursed for actual miles when a Township vehicle is unavailable, while on Official Township business, at the IRS approved rate in effect at the time of the travel.
 - b. 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.
 - 2. Meals
 - a. All meals shall be reimbursed up to the per diem rates set by the IRS each year for that area being traveled to.
 - 3. Overnight Trips
 - a. Expenses covering the actual cost of a motel room will be

reimbursed in full when an employee travels out of the Township on official Township business, and such travel requires an overnight stay. Motel expenses will be reimbursed in full with a receipt only with prior written authorization from the Board of Trustees, through the Township Administrator or Department Supervisor.

- b. All overnight travel without a receipt for deployment or other training shall be reimbursed up to the per diem rates set by the IRS each year for that area being traveled to.
- 4. No alcohol or personal items are to be purchased or reimbursed through township funds.
- 5. Employee Owned or Controlled Benefit (Reward) Cards
 - a. Employees shall not be permitted to use Benefit or Reward Cards to personally accumulate cash or anything else of value for or with the purchase of items or services used in conjunction with the Township Operation unless pre-approved by the Township Administrator. Employees shall be permitted to use the Benefit or Reward Cards to upgrade Township travel accommodation or other services that do not result in any additional expense to the Township.

Section 4.04 Retirement Plan

- A. Most Township employees and full-time police officers are required by law to participate in the Ohio Public Employees Retirement System (OPERS). Eligible employees are required to contribute a percentage of their gross pay, deducted each pay period, as determined by OPERS.
- B. Full-time firefighters are required by law to participate in the Ohio Police and Firemen's Pension Fund (OPFPF) or the Ohio Public Employees Retirement System (OPERS). Eligible employees are required to contribute a percentage of their gross pay, deducted each pay period, as determined by OPFPF or OPERS.
- C. These plans, (OPERS & OPFPF) are independent of the Federal Social Security System. *All part-time fire department employees who are Firefighters are required by law to participate in the Federal Social Security System.* Information on these retirement plans may be obtained by contacting the Township Administrator. If an employee has any further questions regarding the benefits available under these plans, the employee may contact the following:

Public Employees Retirement System 277 East Town
Street Columbus, Ohio 43215

(614) 466-2085

Police and Firemen's Disability and Pension Fund 230
East Town Street, Columbus, Ohio 43215
(614) 228-2975

Section 4.05 Occupational Injury Leave

- A. In lieu of Workers' Compensation, an employee who suffers a service-connected injury or illness incurred during and arising out of employment with the Employer shall be eligible for paid injury leave. Injury leave shall be available for up to seven hundred twenty (720) hours.
- B. To be eligible for this leave, the employee shall apply to BWC for medical benefits (but not lost income benefits) and the claim must be allowed, or otherwise compensable, by BWC. The employee may apply for lost income benefits toward the end of the injury leave if it is known that the absence will continue beyond the paid leave, or the leave may be extended at the discretion of the Administrator. The employee may utilize sick time or other approved leave of absence to supplement Workers' Compensation benefits. During the seven hundred twenty (720) hour absence, the employee shall not be charged sick time.
- C. The Employer has the right to review the employee's physical and mental status every thirty (30) days of absence in order to determine the employee's ability to return to work. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the Employer's physician, the issue shall be submitted to a third physician mutually selected by the employee and the Employer from a list submitted by the Academy of Medicine of Greater Cincinnati. The decision regarding the ability of the employee to perform his regular duties shall be final and binding on both parties. The employee and the Employer shall equally pay the services of the third physician.
- D. The seven hundred twenty (720) hour injury leave is available for each distinct, separate injury or illness. Reoccurrence of the same injury/illness and/or follow-up medical treatment related to the original injury/illness shall be charged to the original seven hundred twenty (720) hours.
- E. Employees on approved injury leave paid by the Employer remain in active pay status and earn sick leave during the leave. Employees on Workers' Compensation lost income benefits are not in active pay status and do not earn sick leave or other benefits.

Section 4.06 Insurance

- A. The Township may make available health and hospitalization insurance with

supplemental benefits to its full-time employees.

- B. The determination of carriers and/or method of providing insurance is the responsibility of the Board of Trustees. Employees will be notified of any change in carriers or methods of providing insurance.
- C. *Employees participating in the Township health insurance program shall pay a portion of the cost of the insurance program as their contribution at the rate of five (5%) of the monthly premium so long as all employees enrolled in that insurance program are required to make contributions of at least five (5%) of the monthly premium. All employee contribution payments will be directly deducted from the employees' paychecks on a pre-tax basis.*
- D. *If plans are offered in addition to the primary plan selected by the Board of Trustees, and such plan is selected by an individual employee, in which the monthly premiums are higher than the primary plan, the employee agrees to contribute the base cost of five (5%) for the primary plan as well as the cost differential to buy-up to the next plan design.*
- E. *If an employee does not receive a paycheck for any reason (including, but not limited to leave associated with FMLA, Workers Compensation, Discipline, etc.) but is still considered an active full-time employee, the employee will have to submit their portion of the health insurance to Fairfield Township on the date that paychecks are issued.*
- F. *The Township may offer incentives to decline health insurance in the future to begin in January of 2027. Any employee or officer may decline health care coverage and, upon proof of coverage elsewhere, receive up to four thousand eight hundred dollars (\$4,800) for reimbursement of health care insurance premiums with a pro-rated amount monthly if the time should vary from one year. To be reimbursed, the full-time employees or officer must present a letter from the agent providing health care insurance showing the amount that the individual has paid in health care insurance premiums, a copy of an end-of-the-year paycheck showing the total amount paid per year or another form that is acceptable to show both proof of coverage and the amount paid. The Township will reimburse the actual out-of-pocket expense or four hundred dollars (\$400.00), whichever is less each month.*
- G. *The Township may require spouses to use their own medical insurance offered by their employer in the future to begin in January of 2028. If any employee or officer's spouse offers health insurance coverage at their place of employment, then the spouse will be required to take that coverage and will not be covered under the township policy. The spouse will be required to provide a letter of coverage every year when their policy renews.*

Section 4.07 Health Insurance Coverage Following Separation

- A. The Township Administrator or designee shall inform the employees of their rights under COBRA to continue coverage under the health insurance group after cessation from payroll through the assumption of premium costs. The employee's spouse, and/or dependents may also be eligible. The following is general information on how COBRA works. (Specific information may be obtained from the Township Administrator or designee).
- B. The continuation period is thirty-six (36) months for:
 - 1. Children of current employees who lose eligibility because of age;
 - 2. Surviving spouses and children of deceased employees; and
 - 3. Separated, divorced, or Medicare ineligible spouses and children of current employees.
- C. The eighteen (18) month continuation option applies to employees and their dependents when coverage would otherwise end due to:
 - 1. Reduction in work hours;
 - 2. Voluntary termination;
 - 3. Layoff for economic reasons; and
 - 4. Discharge for misconduct (other than gross misconduct).
- D. Persons eligible for such continuation of group coverage have sixty (60) days from the date that coverage would otherwise end, or the date they are notified of the continuation option, whichever is later, to elect such coverage. Individuals who choose to continue group coverage will be required to pay the monthly premium.
- E. Coverage may be extended from eighteen (18) to twenty-nine (29) months for those persons deemed to be disabled under the Social Security Act at the time of separation. The beneficiary must notify the Township Administrator of the qualification during the first eighteen (18) months.
- F. Such continued coverage will end if:
 - 1. The group terminates all health plans offered to employees;
 - 2. An individual covered under this provision becomes eligible for another health plan due to reemployment, marriage, or attainment of Medicare

eligibility;

3. Premium is not paid.

- G. The notice does not change any other terms of the group coverage.
- H. The employee, spouse, and/or dependents will be responsible for the total premium payment; and the Township reserves the right to add a two percent (2%) charge for administrative costs.
- I. Questions and/or requests for more information should be referred to the Township Administrator or designee.

Section 4.08 Longevity Pay

All Regular Full-Time employees, in addition to their regular compensation, shall receive longevity pay based on their years of service. Employees will be eligible for longevity pay after the completion of five (5) continuous years of service with Fairfield Township. Longevity pay will be issued with the first pay of December each year. Each full-time employee is eligible to receive an initial \$250.00 for longevity pay after five (5) years of continuous service. This sum shall be increased by \$50.00 per year, up to a maximum of \$1,250.00. If an employee retires or passes away before the issuance of longevity pay for that year, their longevity pay will be prorated for the calendar year in which they retire or pass away. For purposes of this longevity incentive only, two (2) years of any part-time service in a calendar year with Fairfield Township will count as one (1) year of service for the longevity calculation.

<i>Years of Continuous Service</i>	<i>Longevity Pay</i>
<i>5</i>	<i>\$250.00</i>
<i>6</i>	<i>\$300.00</i>
<i>7</i>	<i>\$350.00</i>
<i>8</i>	<i>\$400.00</i>
<i>9</i>	<i>\$450.00</i>
<i>10</i>	<i>\$500.00</i>
<i>11</i>	<i>\$550.00</i>
<i>12</i>	<i>\$600.00</i>
<i>13</i>	<i>\$650.00</i>
<i>14</i>	<i>\$700.00</i>
<i>15</i>	<i>\$750.00</i>
<i>16</i>	<i>\$800.00</i>
<i>17</i>	<i>\$850.00</i>
<i>18</i>	<i>\$900.00</i>
<i>19</i>	<i>\$950.00</i>
<i>20</i>	<i>\$1,000.00</i>
<i>21</i>	<i>\$1,050.00</i>
<i>22</i>	<i>\$1,100.00</i>

23	\$1,150.00
24	\$1,200.00
25	\$1,250.00

Article V. ABSENCES AND LEAVES

Section 5.01 Holidays and Personal Days

- A. Each Full-time Employee shall be entitled to the following holidays and personal days at full pay:

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
<i>Juneteenth</i>	<i>June 19</i>
Independence Day	July 4th
Labor Day	First Monday in September
<i>Columbus Day</i>	<i>Second Monday in October</i>
Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Day after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th

- B. If a full-time employee with the Township is required to work on a holiday, the employee will receive twice their regular pay for hours worked on that day.
- C. All regular employees paid on an hourly basis will be paid overtime pay for any hours worked more than thirty-two (32) hours if that workweek contains a holiday with the Township. Hours reported as overtime, more than the thirty-two (32) hour workweek, may not include hours worked on the holiday itself.
- ~~D. If required to work on a holiday, a temporary or part-time employee will be paid double their standard rate.~~
- E. Holiday pay will be given *to non-union employees* while an employee is on sick leave or vacation, in which case the employee's absence will not be charged to their sick leave or vacation time.
- F. Holiday pay will not be given while an employee is on unpaid leave of absence or for disciplinary suspension.

- G. 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.
- H. Personal Days: Each **Full-Time** employee who has completed one year (1) of continuous full-time service with the Township and is not a member of a Collective Bargaining Unit shall be entitled to three (3) personal leave days with pay per calendar year. Probationary employees will receive a prorated number of personal days upon completion of six (6) months of employment with the Township. The personal leave day must be used within the year credited or it shall be dropped. Employees must request a personal leave day use as far in advance as possible. The granting of the leave shall be subject to the operational needs of the employee's Department but shall not be unreasonably denied.

Section 5.02 Vacation Leave

- A. *Township employees will accrue vacation leave during each pay period based on the employee's years of service. Vacation leave will be accrued according to the following schedule.*

Administration, Fiscal Office, Service, Zoning, and Non-Exempt Employees

<i>Years of Service</i>	<i>Hours per year</i>	<i>Accrual Rate per PP</i>
<i>One (1) to five (5) years:</i>	<i>80 hours</i>	<i>3.08 hours</i>
<i>Five (5) to Ten (10) years:</i>	<i>120 hours</i>	<i>4.62 hours</i>
<i>Ten (10) to Twenty (20) years:</i>	<i>160 hours</i>	<i>6.15 hours</i>
<i>Twenty (20) years or more</i>	<i>200 hours</i>	<i>7.69 hours</i>

Full-time Fire Department (based on 24-hour shifts)

<i>Years of Service</i>	<i>Hours per year</i>	<i>Accrual Rate per PP</i>
<i>One (1) to five (5) years:</i>	<i>120 hours</i>	<i>4.62 hours</i>
<i>Five (5) to Ten (10) years:</i>	<i>180 hours</i>	<i>6.92 hours</i>
<i>Ten (10) to Twenty (20) years:</i>	<i>240 hours</i>	<i>9.23 hours</i>
<i>Twenty (20) years or more</i>	<i>300 hours</i>	<i>11.54 hours</i>

Commented [CG1]: Review with Fire Department

- B. Part-time employees are not entitled to vacation.
- C. Fifty-two (52) weeks equal one year of service.
- D. One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods.
- E. Vacation leave is accrued starting at the time of employment; however, a new employee (on probation) is not entitled to use vacation leave until having completed twelve (12) months of employment (unless otherwise authorized by the department head).
- F. An employee shall be entitled to carry over vacation leave into the new calendar

year (January 1st). The number of vacation leave hours an employee can carry over is equal to the total number of vacation leave hours that the employee is entitled to accrue for one year, based upon years of service. *Employees with vacation leave more than one year's worth of accrual are permitted to a cash payout for up to 80 hours of vacation at straight time in the last pay period of the year. An employee shall give seven (7) days' notice to the Finance Office of their intent for the cash payout. The remainder shall be forfeited. This change in policy benefits shall begin in January of 2027.*

- G. An employee who has completed twelve (12) months of employment is entitled to compensation, at their current rate of pay, for any earned but unused vacation leave at the time of separation. Employees, should they leave employment for whatever reason, are not entitled to be compensated for vacation leave earned until they have completed twelve (12) months of employment.
- H. Vacation leave will not be granted on call-in, except in extenuating circumstances to be determined by the Department Supervisor.
- I. Employees who encounter sickness while on vacation may be required to furnish a doctor's certificate for any time which is to be converted from vacation to sick leave. The decision to credit vacation time to sick time shall be at the sole discretion of the Township Administrator or Department Supervisor.
- J. For purposes of calculating vacation leave, years of continuous service in full-time employment with another public employer in the State of Ohio shall be included as years of service at the discretion of the Township Administrator. The decision of the Township Administrator is not appealable. Only full years of continuous service will be counted.

Section 5.03 Sick & Injury Leave

- A. From the date of employment, full-time employees (not covered by a Collective Bargaining Agreement) of the Township earn sick leave at the rate of four (4) hours per pay period of active pay status to a maximum of 960 hours. Active pay status shall include both hours worked and hours of recognized vacation and sick leave. All hours accumulated above 960 hours will be paid to an employee after the first full pay period in January at the rate of one hour of pay per hour of sick leave above 960 hours.
- B. *Beginning in January of 2028, there will be no sick leave cap, which will eliminate the need to pay out unused sick time annually.*
- C. Department Supervisors shall have the authority to implement specific sick leave policies within their departments, not in conflict with this section and with the authorization of the Township Administrator which may include but are not limited to:

1. Notification procedures and forms
 2. Physician verification certificates
 3. Any other necessary procedures
- D. In general, when sick leave is used it shall be deducted from the employee's credited sick leave, charged based on a minimum of (.25) hour for every (.25) hour of absence.
- E. For sick leave purposes, immediate family shall include: spouse, mother, mother-in-law, father, father-in-law, brother-in-law, sister, sister-in-law, child, daughter-in-law, son-in-law, grandchild, grandparent, half-brother, half-sister, legal guardian or another person who stands in place of a parent.
- F. Sick leave shall be granted to an employee for the following reasons:
1. Illness or injury of the employee or a member of the employee's immediate family, requiring the employee's presence at home or at a hospital. In the case where a member of the immediate family is not living in the same household, the Township Administrator or Department Supervisor may permit the use of sick leave when it is justified, but such cases shall be carefully investigated.
 2. Death for someone other than the employee's immediate family (see Funeral Leave). Sick leave usage for this purpose is limited to two (2) days per occurrence. Upon the approval of the Board or Township Administrator, leave may be extended to an additional five (5) days.
 3. Medical, dental, or optical examinations or treatment of the employee or a member of the employee's immediate family, when an appointment cannot be made during non-working hours.
 4. When, through exposure to a contagious disease, either the health of the employee would be jeopardized or the employee's presence on the job would jeopardize the health of other employees.
 5. Pregnancy and/or childbirth related conditions. A limit of five (5) working days may be charged to sick leave for the care of an employee's wife and family during the postnatal period.
- G. Procedures
1. An employee who is unable to report to work will notify their Department Supervisor or other designated official within thirty (30) minutes prior to the starting time scheduled for work on the first day of absence, unless emergency conditions make it impossible. Subsequent notification beyond

the first day of absence will be governed by the nature of the circumstances and the requirements established by the Department Supervisor.

2. To justify each use of sick leave, the employee may be required to complete and sign the appropriate forms.
3. If medical attention is required, and the employee finds it necessary to be absent from work for more than two (2) consecutive days, or there is a pattern of absences, the employee may be requested to submit a certificate from a licensed physician stating the nature of the illness at the sole discretion of the Township Administrator or Department Supervisor.
4. Employees shall be required to immediately notify their Department Supervisors of any medication, prescription, or non-prescription taken, used, or applied during their work hours. All Employees are further required to report all instances in which, through the use of prescription or non-prescription medication at any time, their ability to perform all work functions may be impaired or there is a potential that the use of the medication has some impact upon their normal work.
5. An employee who becomes eligible for Workers' Compensation payment for lost time (or for Occupational Injury Leave) may choose to use sick leave before such payments begin.

Section 5.04 Sick Leave Conversion

- A. An employee who is not a member of a Collective Bargaining Unit and retires from the Employer under OPERS or OPFPF shall be entitled to convert accrued but unused sick leave pursuant to the following schedule:

<i><u>Years of Service</u></i> <i><u>With the Township</u></i>	<i><u>% of Conversion</u></i>	<i><u>Maximum Payment</u></i>
10	50%	960

- B. Sick leave conversion is available only for sick leave earned in Fairfield-Township employment.

Section 5.05 Leave of Absence Without Pay

- A. An employee requesting leave of absence, with or without pay, must complete the Standard Leave Form and when applicable, the Explanation of Leave Form; and submit it to their Department Supervisor. The leave request should be supplemented with a physician's certificate when applicable.

- B. An employee who fails to return to duty following the completion of a leave of absence, without explanation to the Township, will be considered absent without Leave.
- C. *Health Insurance will not be maintained by the Township during an unpaid leave of absence.*

Section 5.06 Court Leave

- A. An employee necessarily absent from regularly scheduled work duties because of a subpoena to serve on jury duty or to appear as a material witness for any court of the United States, State of Ohio, or political subdivision, shall receive their full pay for the time absent. Fees paid for the above service shall be paid to the Township Clerk *Fiscal Office* for the benefit of the Township. An employee relieved from jury duty or other obligation shall report to work in a timely fashion.
- B. 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, personal leave, or unpaid leave.

Section 5.07 Funeral Leave

- A. An employee shall be entitled to a maximum of three (3) paid funeral leave days for each death in the employee's immediate family. For purposes of this policy, the immediate family is defined as: spouse, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, child, daughter-in-law, son-in-law, grandchild, grandparent, half-brother, half-sister, legal guardian or another person who stands in place of a parent.
- B. Funeral leave days are not deducted from the employee's sick leave. (See Sick Leave, for death of someone other than the employee's immediate family).
- C. An employee may use sick leave in addition to the paid funeral leave for the death of a family member where necessary to care for the needs of the family.

Section 5.08 Military Leave

- A. Chapter 5923.05 of the Ohio Revised Code governs military leave. In general, any Township employee (other than elected officials and appointed officials serving fixed terms) with more than ninety (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 their former position, or a similar position, without loss of seniority or status, or reduction in pay.

- B. An employee who completes their active-duty obligation (without voluntarily re-enlisting or extending that obligation) is entitled to their previous position with the Township within thirty (30) days of their written request, provided such request is submitted within ninety (90) days of discharge or release from active duty. If temporary physical disability precludes the employee from performing the job duties, the employee shall be allowed up to one (1) year from the date of application to overcome such disability and return to work.
- C. An employee, who returns to a previous position in accordance with this policy, shall receive credit for military service in areas affecting status, rank, rating, increments, qualifications, etc., as though they had continued their employment with the Township.
- D. Section 5923.05 of the Ohio Revised Code, requires that Ohio National Guard, Ohio Military Reserve, Ohio Naval Militia, and all U.S. Armed Forces reserve component members be authorized up to thirty-one (31) days leave [one hundred seventy-six (176) hours] with pay per calendar year for training purposes. Employees shall be required to submit a copy of Active Duty for Training Orders with such requests for leave.

Section 5.09 Family and Medical Leave

A. Purpose

- 1. The purpose of this section is to set forth Fairfield 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

- 1. All employees who meet the following eligibility requirements are qualified for leave under this policy:
 - a. Have worked at least twelve (12) months for Fairfield Township;
 - b. For purposes of computing eligibility, the Township will use a twelve (12) month period measured backward from the date the employee's first FMLA leave begins; Have worked at least 1,250 hours during the twelve (12) months immediately before 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

C. Leave Entitlements

1. 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:
 - a. 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
 - b. Placement of a child with the employee for foster care; or
 - c. 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
 - d. Because of a serious health condition which makes the employee unable to perform the essential functions of the position of such employee.
2. 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:
 - a. The employee must request intermittent leave;
 - b. The use of intermittent leave must be medically necessary and supported by medical certification as set forth below; and
 - c. The minimum amount of leave that may be taken at one time is one (1) hour.
 - d. The employee's available paid leave (sick leave, vacation) must be used prior to being placed on unpaid leave and would be included in the twelve (12) week total.
 - e. The combined period of leave, including paid leave and Family Medical Leave shall not exceed the twelve (12) workweeks during a twelve (12) month period
 - f. In cases where a husband and wife are both employed by Fairfield 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

1. 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 Fairfield Township with written notice of the employee's intention to take leave. The notice must be submitted 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).
2. In any case where the leave is sought because of the 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. In addition, if the need for treatment is foreseeable, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt the operations of the Township; subject to approval of the health care provider of the employee, the spouse, son, daughter, or parent. 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.
3. Fairfield 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

1. If the basis for the employee's leave request is because of serious health condition or if the employee is requesting medical leave to care for a spouse, son, daughter, or parent, the employee must provide written certification by the health care provider of the employee, spouse, son, daughter, or parent, as appropriate which certifies:
 - a. The date on which the serious health condition commenced;
 - b. The probable duration of the condition;
 - c. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
2. 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;
3. 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 if the request is for intermittent leave or leave on a reduced schedule;
4. For planned medical treatment, the dates on which treatment is expected to

be given, and the duration of such treatment; or

5. In cases where the employee has a serious health condition, a statement regarding the medical necessity for the leave and expected duration; or
6. In cases where the leave is to care for the spouse, son, daughter, or parent, a statement that the leave is necessary for the care of the spouse, son, daughter, or parent.
7. 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.
8. 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 re-certification on a reasonable basis.

F. Maintenance of Health Benefits

1. Fairfield 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 continued in employment for the duration of the leave. The employee will be responsible for paying the employee's share of health insurance costs during the leave. 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:
 - a. A 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;
 - b. Other circumstances beyond the employee's control prevented the employee from returning.
- G. As used in this section, proper certification shall be documentation provided by the health care provider that the employee's serious health condition prevents the employee from being able to 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.

H. Restoration of Employment

1. 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 their position.
2. 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.
3. The failure of an employee to return to employment upon the termination of this leave, for any reason other than those mentioned in paragraph H shall be considered either a constructive resignation or "gross misconduct" for purposes of imposing discipline that may result in discharge of the employee's employment with the Township.

I. Procedure

1. In all circumstances, it is Fairfield Township's responsibility to designate leave (paid or unpaid) as FMLA qualifying, based on information provided by the employee. Fairfield Township may require additional information to ascertain whether the leave qualifies as FMLA leave.
2. Fairfield Township shall attempt to immediately notify the employee that the leave is designated and will be counted as FMLA leave. However, the failure of Fairfield Township to notify the employee shall not increase or modify the limits of the FMLA leave.
3. Any employee seeking advance authorization for leave under this policy shall submit a written request along with the necessary certifications to the Township Administrator. The Township Administrator shall approve or deny the request. Any denial may be appealed to the Fairfield Township Trustees who shall consider the appeal at their next regularly scheduled meeting.

Section 5.10 Disability Leave/Separation

1. 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 to determine that no reasonable accommodation can be made.
2. Voluntary Reduction: When an employee becomes physically or mentally unable to perform the essential functions of their position but is still able to perform the duties of a vacant, lower-level position, without accommodation, the employee may voluntarily request reduction to the lower-level position.

3. Personal Leave: A physically or mentally incapacitated employee, who has exhausted their 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 personal leave without pay. Such request should be in writing, with evidence attached. The Township Administrator shall review the circumstances regarding the request and respond accordingly.
4. Disability Separation Procedures: A Disability Separation may be granted when reasonable accommodation cannot be made, an employee has exhausted their accumulated sick leave, vacation leave and any authorized personal leave and is:
 - a. Hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution; or
 - b. Is declared by a licensed medical practitioner as physically or mentally incapable of performing the essential functions of their position, with or without accommodation.
5. Reinstatement Procedures: Reinstatement rights following disability separation extend for one (1) year from the date such leave (including personal leave for medical reasons) is granted. Such employees may be reinstated to the same or similar position within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the essential functions of the position, with or without accommodation. A physician designated by the Township shall conduct the examination; and the employee shall pay its costs.
6. An employee, who does not return from Disability Separation, formally resigns, or takes a Disability Benefit shall be permanently separated from employment with the Township.

Article VI. EMPLOYEE CONDUCT

Section 6.01 Hours of Work, Lunch Periods, and Breaks

- A. Township employees shall normally work forty (40) hours per week. However, due to the nature of Township operations, the various departments are permitted to establish their own shifts and hours of operation.
- B. The appropriate Department Supervisor shall determine the length and timing of an employee's lunch. 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 their lunch period, or their lunch period is interrupted by a call to duty.

- C. The appropriate Department Supervisor shall determine the length and timing of employee breaks.

Section 6.02 Attendance

- A. The Township shall establish daily work schedules and maintain daily employee attendance records. An employee is expected to report to work when scheduled, remain at work during scheduled hours, and not leave work until the end of the scheduled workday.
- B. Absences may only be excused as defined in this manual. Absences without proper authorization and approval will result in disciplinary action.

Section 6.03 Use of Township Vehicles, and Equipment

- A. The Township provides tools, supplies, and equipment needed to perform job duties; therefore, it is the responsibility of each employee to properly use and maintain the supplied tools and equipment. It is the duty of each Department Supervisor to ensure that tools and equipment are appropriately used and maintained. Township property may only be used for authorized Township business or as directed by the Township Administrator.
- B. Misuse, neglect, theft, and abuse of tools, supplies, or equipment are prohibited. Accidents involving misuse of tools or equipment may result in corrective action.
- C. Use of Township motor vehicles shall be strictly controlled and shall be restricted to Township purposes only. Employees who operate Township vehicles or other motorized equipment are required to have a proper and valid motor vehicle operator's license, or, if applicable, commercial driver's license with appropriate endorsements. The Employee shall not use or permit the use of a Township vehicle for any purpose other than official business. Employees shall not permit family members or non-Fairfield Township employees to ride in Township owned vehicles, unless specifically authorized.
- D. Any employee who operates a Township-owned vehicle must exercise caution and responsibility and adhere to safety regulations and traffic laws. Traffic fines or arrests for illegal or improper use of a Township vehicle are the sole responsibility of the employee. Reckless or destructive operation of Township vehicles is grounds for disciplinary action. *The Township may deny the use of a*

township vehicle by any employee because of any such review of the employee's license and drivers record as determined by the Township in its sole discretion. If the Township denies the use of a township vehicle to an employee and the job duties of the employee require the use of a vehicle, the Township may terminate that employee.

1. *Assignment of Vehicles – Upon the effective date of this policy, the assignment of Township vehicles to Township employees shall require the approval of the Township Administrator. The township reserves the right to review the continuing need for any vehicle assignment.*
 2. *Employees may not drive Township vehicles permanently assigned to them without the express approval of the supervisor, department manager, or the Township Administrator.*
 3. *Employees assigned vehicles shall be responsible for checking the vehicle before operating to ensure that the vehicle operates and other safety equipment are functional on the vehicle. If the operator finds any of this equipment is not functioning properly, the operator shall report malfunctions to the supervisor as soon as possible to arrange for repairs.*
 4. *The operator shall be responsible for maintaining the cleanliness of the vehicle.*
 5. *Township vehicles shall not be used for any purpose other than Official Township Business or as authorized by the Fairfield Township Board of Trustees.*
 6. *Safety belts shall be always worn by all operators and passengers in Township vehicles. Violation of these rules may lead to disciplinary action up to and including termination.*
 7. *Drivers must follow all the laws and regulations required by the State of Ohio while operating a vehicle.*
- E. All members, except where specifically exempted, and all non-member passengers, will use the installed vehicle safety restraints while operating or riding as a passenger in any township vehicle while the vehicle is in motion.

Section 6.04 Outside Employment

- A. Under no circumstances shall an employee have other employment which conflicts with the policies, objectives, and operations of Fairfield 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 their position with the Township. Full-time employment with the Township shall be considered the employee's primary occupation, taking precedence over all other occupations as a condition of employment.
- C. Before accepting "outside" employment (or becoming self-employed), an

employee shall notify their Department Supervisor, in writing, of their intention to be employed in a secondary job. The Department Supervisor shall confer with the employee to determine whether the "secondary job" presents a conflict with Township policies, objectives, interests, and/or operations.

- D. Two (2) common employment conflicts that 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 that tends to compromise their judgment, actions, and/or job performance in the sole discretion of the Employer.
- F. If, in the opinion of the Employer, outside employment is adversely affecting an employee's job performance, the employee shall refrain from such activities as a condition of continued employment. Any conflict, policy infraction, or other specific offense that 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.
- G. The Employer may withdraw the privilege of "Outside Employment" at any time and for any reason,

Section 6.05 Dress and Appearance

- A. The Township reserves the right to prescribe appropriate dress and appearance standards that are in the best interest of Township service. The 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 clothing articles (e.g., shoes, goggles, hard hats, etc.).
- B. The Township departments, such as the Police & Fire Departments, 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, hair styles, etc.).
- C. The Township reserves the right to prohibit: tattoos, body art, body piercings or other selective body alterations, hair coloring of an unnatural color in the discretion of the Employer or any other personal modification in the sole discretion of the Employer.

Section 6.06 *Bullying, General and Sexual Harassment*

I. Bullying and General Harassment

A. **Purpose** - It has always been the policy of the Township that all our employees should be able to enjoy a work environment and a job site free from all forms of **harassment, discrimination, including sexual harassment bullying.**

B. Definitions

1. *"Bullying and General Harassment" are forms of misconduct that undermine that integrity of the employment relationship.*
2. *Bullying means any electronic, written, verbal or physical act of conduct toward an employee or elected official which is based on actual or perceived trait or characteristic of the employee or elected official, and which creates an objectively hostile work environment that meets one or more of the following conditions:*
 - a. *Places the employee or elected official in reasonable fear of harm to the employee's or elected official's person or property;*
 - b. *Has a substantially detrimental effect on the employee's or elected official's physical or mental health;*
 - c. *Has the effect of substantially interfering with the employee's or elected official's job performance or satisfaction; or*
 - d. *Has the effect of substantially interfering with the employee's or elected official's ability to participate in or benefit from the services, activities or privileges provided by employment at the township.*
3. *"Electronic" means any communication involving the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means. "Electronic" includes but is not limited to communication via electronic mail, internet-based communications, pager service, cell phones, electronic text messaging, or similar technologies.*

C. **Bullying/General Harassment Behaviors**

1. *Bullying and general harassment may include, but are not limited to, the following behaviors and circumstances:*
 - a. *Verbal, nonverbal, physical or written harassment, bullying, hazing or other victimization that have the purpose or effect of causing injury, discomfort, fear or suffering to the victim;*
 - b. *Repeated remarks of a demeaning nature that have the purpose or effect of causing injury, discomfort, fear or suffering to the victim;*
 - c. *Implied or explicit threats concerning one's work, achievements, property, etc. that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim;*
 - d. *Demeaning jokes, stories, or activities directed at the employee or elected official that have the purpose or effect of causing injury, discomfort, fear or suffering to the victim; and/or*
 - e. *Unreasonable interference with an employee's or elected official's performance or creation of intimidating, offensive, or hostile working*

environment.

D. Responsibility

1. *Each supervisor has the responsibility to maintain the job site free of bullying and general harassment. This includes discussing the policy with all employees and assuring them (employees) that they are not to endure insulting, degrading, or exploitative treatment.*
2. *It is the policy of Fairfield Township to discipline, up to and including discharge, any employee found to have engaged in bullying and general harassment.*

E. Policy – No employee or elected official, either male or female, should be subjected to unsolicited and unwelcome bullying/general harassment overtures or conduct, either verbal or physical. Bullying/general harassment does not refer to occasional friendly jokes with co-workers of a socially acceptable nature. It refers to behavior, which is not welcome, which is personally offensive, emotionally and physically harmful, which debilitates morale and which, therefore, interferes with our work effectiveness

F. Complaint Procedure

1. *Any employee who believes that he or she has been the subject of bullying/general harassment should report the alleged abuse immediately. All information disclosed shall be held in strictest confidence to the extent allowed by law and otherwise will only be revealed on a need to know basis in order to investigate and resolve the matter.*
2. *Step 1 – Any employee who believes he or she has been the subject of bullying/harassment should file a written report describing the alleged act immediately with the Township Administrator or the Board Chair. If the subject of the complaint is the Township Administrator, the employee should report the matter to the Board Chair.*
3. *Step 2 – The individual alleging bullying/general harassment will be asked to complete a report outlining the nature of the complaint.*
4. *Step 3 – Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. All employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or assisting in an investigation.*

G. Outside Investigators – The Township recognizes that determining whether a particular action or incident is a purely personal, social relationship without a discriminatory employment effect requires an investigation of all facts in the matter. Therefore, the township may employ the services of trained investigators such as Police Investigators or other outside resources if necessary.

H. False Accusations – Given the serious nature of any type of discrimination, it is also recognized that false accusations of bullying/general harassment can have serious effects upon innocent individuals. Anyone filing an intentional or malicious false claim may be disciplined.

- I. *Retaliation – It is also recognized that anyone who retaliates against a person(s) who filed a bullying/general harassment complaint may be disciplined. If the retaliation was unlawful, the matter will be turned over to the local police authorities to handle further. Charges may be pressed resulting in conviction.*
- J. *Confidentiality – Given the serious nature of any type of discrimination, it is also recognized that all parties and complaints shall remain confidential as much as possible to keep the investigation process pure and to help remove the possibility of destructive rumors.*

II. Sexual Harassment

A. Definition

- 1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment
- 2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- 3. Such conduct has the purpose or effect of substantially interfering with work performance or creating an intimidating, hostile or offensive working environment.

B. Responsibility

- 1. Each supervisor has the responsibility to maintain the job site free of sexual harassment. This includes discussing this policy with all employees and assuring them (employees) that they are not to endure insulting, degrading, or exploitative sexual treatment.
- 2. It is the policy of Fairfield Township to discipline, up to and including discharge, any employee found to have engaged in sexual harassment.

C. Policy

- 1. No employee, either male or female, should be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior, which is not welcome, which is personally offensive, which debilitates morale, and which, therefore, interferes with our work effectiveness.
- 2. Sexual harassment, whether committed by supervisors or non-supervisory personnel, and whether directed at employees or non-employees (e.g., residents, etc.), is specifically prohibited; this includes, but is not limited to:
 - a. Offensive sexual flirtations, advances, questions, or propositions;
 - b. Continued or repeated verbal abuse of a sexual nature;

- c. Graphic or degrading verbal comments or gestures about an individual or his or her appearance;
 - d. The display of sexually suggestive objects or pictures;
 - e. Sexually oriented jokes or comments;
 - f. Any offensive or abusive physical contact, including patting, pinching, rubbing, or brushing up against the body of another.
3. In addition, no one should imply or threaten that an applicant or employee's "cooperation" of a sexual nature (or refusal thereof) will have any effect on the individual's employment, assignment, compensation, advancement, career development, or any other condition of employment.

D. Complaint Procedure

- 1. Any employee who believes that he or she has been the subject of sexual harassment should report the alleged abuse immediately. All information disclosed shall be held in strictest confidence to the extent allowed by law and otherwise will only be revealed on a need-to-know basis in order to investigate and resolve the matter.
- 2. Step 1: Any employee who believes he or she has been the subject of sexual harassment should file a written report describing the alleged act immediately with the Township Administrator. If the subject of the complaint is the Township Administrator, the employee may report the matter to the President of the Board of Trustees.
- 3. Step 2: The individual alleging sexual harassment will be asked to complete a report outlining the nature of the complaint.
- 4. Step 3: Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. All employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or assisting in an investigation.

E. Outside Investigators – *The Township recognizes that determining whether a particular action or incident is a purely personal, social relationship without a discriminatory employment effect requires an investigation of all facts in the matter. Therefore, the township may employ the services of trained investigators such as Police Investigators or other outside resources if necessary.*

F. False Accusations – *Given the serious nature of any type of discrimination, it is also recognized that false accusations of sexual harassment can have serious effects upon innocent individuals. Anyone filing an intentional or malicious false*

claim may be disciplined.

G. Retaliation – It is also recognized that anyone who retaliates against a person(s) who filed a sexual harassment complaint may be disciplined. If the retaliation was unlawful, the matter will be turned over to the local police authorities to handle further. Charges may be pressed resulting in conviction.

H. Confidentiality – Given the serious nature of any type of discrimination, it is also recognized that all parties and complaints shall remain confidential as much as possible to keep the investigation process pure and to help remove the possibility of destructive rumors.

Section 6.07 Commercial Driver's License

Certain Township positions require a Commercial Driver's License (CDL) to be obtained and retained as a condition of employment.

- A. As of January 1, 1996, 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 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.
- B. Fairfield Township will pay for all drug/alcohol testing required by these rules.
- C. The Employer agrees to reimburse the cost of CDL renewal fees for each employee required to maintain a CDL.

Section 6.08 Drug/Alcohol Testing

- A. Drug/Alcohol testing of employees, who are not subject to the Department of Transportation, Federal Highway Administration rules on "Controlled Substances and Alcohol Use and Testing" may include random testing and may be conducted upon reasonable suspicion. The procedures for testing shall be the same as for those employees covered by the Department of Transportation, Federal Highway Administration rules on "Controlled Substances and Alcohol Use and Testing", including the right of the employee to request confirmatory testing of a split sample by the same laboratory or by a second certified laboratory.
- B. Reasonable suspicion shall be based on specific, current, describable observations concerning the appearance, behavior, speech, or body odors of the employee made during or immediately preceding the employee's work

1. This policy takes effect on October 14, 2025, to meet R.C. 9.64 requirements. Implementation of technical and training requirements must be completed no later than June 30, 2026.

Section 6.19 Chain of Command and Communications with Elected Officials

A. Organizational Structure and Chain of Command

1. *The Fairfield Township Board of Trustees is the governing authority of the Township and retains those powers and responsibilities granted by the Ohio Revised Code*
2. *The Township Administrator is the chief administrative officer of Fairfield Township and is responsible for the administration of the day-to-day operations of the Township as authorized by the Board of Trustees and applicable law.*
3. *Except as otherwise provided by law, policy, or directive of the Board of Trustees, the established chain of command for Township operations shall be:*
 - a. *Employees – Supervisors – Department Heads – Township Administrator – Board of Trustees.*
4. *Department Heads, supervisors, and employees shall operate within the established chain of command. Unless otherwise provided by law, policy or directive of the Board of Trustees, Department Heads shall report directly to the Township Administrator regarding operational, administrative, personnel, budgetary, and policy matters.*
5. *Township employees shall communicate work-related issues through their established supervisory chain whenever practical. Department Heads shall likewise communicate matters requiring administrative review or action through the Township Administrator.*
6. *Employees shall not intentionally circumvent the established chain of command to avoid supervision, delay administrative action, obtain a different decision, or undermine the authority of a supervisor, Department Head, or the Township Administrator, except as otherwise authorized by law, collective bargaining agreement, Township policy, or legally protected reporting procedures.*
7. *The Township Administrator shall serve as the principal liaison between the Township departments and the Board of Trustees concerning the administrative of Township operations, personnel matters, budget, projects and*

implementation of Township policies.

8. *Nothing in this section shall prohibit or restrict communications, reporting obligations, complaints, grievances, appeals or other activities expressly authorized by federal law, state law, collective bargaining agreements, Township policy, whistleblower protections, anti-discrimination laws, workplace harassment reporting procedures, or other legally protected rights.*
9. *Employees may communicate directly with the Board of Trustees regarding matters specifically authorized by law, matters placed upon a public meeting agenda, or other matters expressly authorized by Township policy.*

B. Compliance and Supervisory Directives

1. *Employees shall promptly comply with lawful directives issued by their supervisors, Department Heads, the Township Administrator, or the Board of Trustees, as applicable to their position and responsibilities.*
2. *Employees who disagree with a directive may respectfully raise concerns through the chain of command but shall comply with the directive unless it is unlawful, unsafe, or compliance is otherwise prohibited by law.*
3. *Employees shall respond in a timely and professional manner to reasonable requests for information, reports, documents, attendance at meetings, status updates, or other work-related communications from authorized supervisory personnel.*
4. *Repeated failure to respond to reasonable supervisory requests, refusal to cooperate in Township operations, deliberate bypassing of the chain of command, or willful disregard of supervisory authority may constitute insubordination and may result in corrective action up to and including termination.*
5. *Employees shall conduct themselves in a manner that promotes cooperation, professionalism, accountability, and respect for the organization structure established by the Township.*

C. Department Head Responsibilities

1. *Department Heads are members of the Township management team. They are expected to support and implement policies adopted by the Board of Trustees and administrative directives issued by the Township Administrator.*
2. *Department Heads shall maintain regular and timely communication with the Township Administrator regarding departmental operations, personnel issues, budget matters, significant incidents, legal concerns, public complaints, and other matters affecting Township operations. Department Heads shall provide*

information, reports, records, recommendations, and responses to administrative inquiries requested by the Township Administrator within established timeframes or as otherwise reasonably required.

3. *Department Heads shall not knowingly impede, obstruct, or interfere with the administration of Township business by refusing or failing to provide requested information, failing to communicate material operational issues, disregarding administrative directives, or otherwise failing to cooperate with the administration of Township operations.*
4. *Failure to fulfill the responsibilities outlines in this section may constitute neglect of duty, failure of good behavior, incompetence, or insubordination, and may result in corrective action.*
5. *Department Heads shall promptly notify the Township Administrator or significant events, incidents, or circumstances that may materially affect Township operations, employee safety, public safety, Township property, finances, legal interests, reputation, or public confidence. Such notification shall occur as soon as reasonably practical after the Department Head becomes aware of the matter.*

Examples of significant events may include, but are not limited to:

- a. *Employee misconduct or criminal allegations.*
- b. *Employee arrests involving Township personnel.*
- c. *Workplace injuries, fatalities or safety incidents.*
- d. *Major fires, hazardous materials incidents, or other significant emergency responses.*
- e. *Officer-involved shootings, in-custody deaths, or other critical law enforcement incidents.*
- f. *Significant property damage or loss involving Township facilities, vehicles, or equipment.*
- g. *Threatened or actual litigation, claims, or legal actions involving the Township.*
- h. *Significant media inquiries or events that are likely to generate substantial public attention.*
- i. *Operational disruptions that materially affect Township services.*
- j. *Any other event that a reasonable Department Head would believe should be brought to the attention of the Township Administrator.*

Section 6.20 Workplace Trust and Unauthorized Recordings

Fairfield Township is committed to maintaining a workplace founded on trust, professionalism, mutual respect, and open communication. Employees are expected to conduct themselves in a

manner that promotes productive working relationships and fosters confidence among employees, supervisors, Department Heads, and Township leadership.

Except as otherwise authorized by law, collective bargaining agreement, Township policy, or official job duties, employees shall not make or attempt to make surreptitious, covert, or unauthorized audio or video recordings of Township employees, meetings, conversations, work areas, or Township operations.

Nothing in this policy shall be construed to prohibit recordings or communications protected by federal law, state law, collective bargaining agreements, whistleblower protections, anti-discrimination laws, workplace harassment reporting procedures, law enforcement duties, public records laws, or other legally protected rights.

Violations of this policy may result in corrective action up to and including termination of employment.

Section 6.21 Standards of Conduct

A. Purpose

Fairfield Township employees are entrusted with serving the public and conducting Township business in a manner that promotes public confidence, organizational effectiveness, and a professional workplace environment. Employees are expected to conduct themselves in a manner that reflects positively upon the Township and supports the Township's mission, values, and operational objectives.

B. Standards of Conduct

Employees shall:

- 1. Conduct themselves with honesty, integrity, professionalism, and respect in all work-related activities.*
- 2. Treat members of the public, elected officials, coworkers, supervisors, Department Heads, and Township representatives with dignity, courtesy, and respect.*
- 3. Perform assigned duties in a competent, safe, timely, and efficient manner.*
- 4. Comply with applicable laws, Township policies, administrative directives, work rules, and lawful supervisory instructions.*
- 5. Cooperate with supervisors, coworkers, and other departments in furtherance of Township operations and public service responsibilities.*
- 6. Maintain appropriate standards of workplace behavior and avoid conduct that disrupts operations, undermines workplace trust, or interferes with the efficient administration of Township business.*
- 7. Utilize Township property, equipment, technology, and resources responsibly and only for authorized purposes.*

8. *Promptly report information, incidents, safety concerns, violations of policy, or other matters when reporting is required by law, policy, job responsibility, or supervisory directive.*
9. *Support and adhere to the Township's established organizational structure, reporting relationships, and chain of command.*
10. *Avoid conduct that may impair public confidence in the integrity, professionalism, or effectiveness of Township government.*

C. Prohibited Conduct

The following examples of conduct may result in corrective action, up to and including termination of employment:

1. *Insubordination or failure to comply with lawful supervisory directives.*
2. *Neglect of duty or failure to perform assigned responsibilities.*
3. *Dishonesty, falsification of records, or misrepresentation of material facts.*
4. *Disruptive, abusive, threatening, intimidating, or disrespectful conduct.*
5. *Unauthorized use, misuse, damage, or theft of Township property or resources.*
6. *Interference with Township operations or the performance of duties by other employees.*
7. *Conduct that violates Township policies, administrative directives, work rules, or applicable laws.*

D. Administration

Nothing in this section shall be interpreted to limit rights protected by federal law, state law, collective bargaining agreements, whistleblower protections, anti-discrimination laws, workplace harassment reporting procedures, or other legally protected rights. Violations of this section may result in corrective action in accordance with Township policy, applicable collective bargaining agreements, and governing law.

Article VII. CORRECTIVE ACTION

Section 7.01 Corrective Action Principles (Discipline)

- A. The Fairfield Township Board of Trustees expects employees:
 1. To perform assigned duties at satisfactory levels,
 2. To follow accepted standards of workplace behavior, and
 3. To comply strictly with all laws, rules, and regulations.
- B. The purpose of corrective action is: