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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**FRANKLIN TOWNSHIP
BOARD OF TRUSTEES**

AND

**TEAMSTERS LOCAL UNION 413
of the
International Brotherhood of Teamsters**



Duration

January 1, 2011 through December 31, 2013

ARTICLE 1**AGREEMENT****SECTION 1. AGREEMENT**

This is an Agreement entered into by and between the Board of Trustees of Franklin Township, Franklin County, Ohio (the "Township") and Teamsters Local Union No. 413, an affiliate of the International Brotherhood of Teamsters, (the "Union").

SECTION 2. PURPOSE

This Agreement is made for the purpose of promoting cooperation, and orderly, constructive and harmonious relations between the Township, bargaining unit employees and the Union, and to set forth the complete understandings and agreements between the parties governing wages, hours, terms and conditions of those employees' employment.

ARTICLE 2

UNION RECOGNITION

SECTION 1. RECOGNITION

The Township recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with regard to establishing wages, hours and conditions of employment for those employees included in the bargaining unit. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include all full-time road and maintenance workers employed by the Township in the Franklin Township Road and Maintenance Department (hereinafter sometimes referred to singularly as "employee" and collectively as "employees").

SECTION 2. EXCLUSIONS

All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit. Notwithstanding the provisions of this Article, management, confidential, supervisory, office, clerical, fiduciary, part-time, temporary, casual, seasonal and employees who do not meet the definition of a public employee under Ohio Revised Code Chapter 4117 shall be excluded from the bargaining unit.

SECTION 3. QUALIFICATIONS AND CERTIFICATIONS

Each employee shall, as a condition of continued employment, obtain and maintain the minimum qualifications as may, from time to time, be required for the employee's position, including, but not limited to, a current and valid Ohio driver's license, commercial drivers license (CDL) (or, at the direction of the Township, its equivalent), insecticide spray operator's certification, and such other certifications and/or licenses as may, from time to time, be required by the Township. Furthermore, each employee shall, at the direction of the Township, maintain such minimum levels of training as may, from time to time be established by the Township.

ARTICLE 3**NON-DISCRIMINATION****SECTION 1. JOINT PLEDGE**

As may be provided by applicable law, neither the Township nor the Union shall unlawfully discriminate against any employee on the basis of race, color, religion, creed, sex, national origin, age or qualified handicap in the administration of this Agreement.

ARTICLE 4

MANAGEMENT RIGHTS

SECTION 1. MANAGEMENT RESPONSIBILITIES

The Union recognizes the right and authority of the Township, subject to the restrictions, modifications, and limitations of this Agreement, to administer the business of the Township of Franklin and in addition to other functions and responsibilities which are required by law, the Union recognizes that the Township has and will retain the full right and responsibility to direct the operations of the Department, to promulgate reasonable work rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to the following:

- (a) To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees;
- (b) To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- (c) To determine the Department's goals, objectives, programs and to utilize personnel in the manner designed to effectively meet these purposes;
- (d) To determine the size and composition of the work force in the Township's organizational structure, including the right to relieve employees from duty by layoff or job abolishment;
- (e) To determine the hours of work and work schedules required to most efficiently operate;
- (f) To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- (g) To determine the necessity to schedule overtime and the amount required thereof;
- (h) To maintain the security of records and other important information;
- (i) To determine the overall budget;

ARTICLE 4. SECTION 1 - MANAGEMENT RIGHTS CONTINUED

- (j) To maintain and improve the efficiency and effectiveness of the Township's operations; and
- (k) To determine and implement necessary actions in emergency situations.

SECTION 2. MATTERS BARGAINED AND NOT BARGAINED

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of reasonable policies, work rules and regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the express terms of this Agreement.

SECTION 3. WORK RULES

Work rules will be applied uniformly, taking into consideration the surrounding circumstances. Any work rule that is in conflict with the terms of this Agreement shall be a proper subject for a grievance. Changes in work rules shall be provided to the Local Union by The Board of Trustees at least 15 business days prior to implementation.

ARTICLE 5

NO STRIKES OR LOCKOUTS

SECTION 1. NO STRIKE ACTIVITY

In consideration of the Township's commitment as set forth in Section 2, below, the Union, its officers, agents, representatives and all employees shall not authorize, instigate, cause, aid, condone or participate in any strike, work stoppage or other interruptions or delay of operations or services of the Township.

SECTION 2. NO LOCKOUT

In consideration of the Union's commitment as set forth in Section 1, above, the Township shall not lockout employees.

SECTION 3. NOTIFICATION

When the Township notifies the Union that any employee is engaged in any strike activity, the Union shall immediately notify the employee that a violation is in progress and instruct the employee to immediately return to work.

SECTION 4. CESSATION OF STRIKE ACTIVITY

During the first twenty-four (24) hour period of any strike activity, the Township shall have the sole and complete right of reasonable discipline, up to and including suspension from employment without pay for a period not to exceed thirty (30) working days. Any employee so disciplined shall have no recourse to the Grievance and Arbitration Procedure concerning such discipline. If such strike activity continues after this first twenty-four (24) hour period, the Township shall have the sole and complete right to immediately further discipline or discharge any employee who fails to cease all strike activities within this first twenty-four (24) hour period, and the employee shall have no recourse to the Grievance and Arbitration Procedure. The Township shall also have the sole and complete right to discipline and/or discharge any employee for any further strike activity occurring during the term of this Agreement and the employee shall have no recourse to the Grievance and Arbitration Procedure. All suspensions and discharges referred to herein shall be uniformly applied to all employees engaged in such strike activity. The Township shall have the sole right and authority to schedule an employee's period of suspension.

ARTICLE 6

UNION SECURITY

SECTION 1. DUES DEDUCTION

The Township agrees to deduct regular Union membership dues, as certified by the Union to the Township, once each month from the payroll check of an employee. The Township also agrees to deduct Union initiation fees and assessments, as certified by the Union to the Township, on the last pay period of a month in which such fees and assessments are due from the pay of an employee. If an employee has insufficient pay in the last pay period of a month in which said deductions are due, the deductions shall be made from the next or subsequent pay. If a deduction is desired, the employee shall sign a payroll deduction form, which shall be furnished by the Union and presented to the Township Fiscal Officer. The local will bill any member found to be in arrears in dues or initiation fees for two (2) months of dues each billing period until all dues are current. The employer will be obligated to deduct the total amount on each billing cycle. Nothing herein shall prohibit employees covered by this Agreement from submitting dues, fees or assessments directly to the Union.

SECTION 2. PROCESSING

The Township shall be relieved from making individual "check-off" of dues deductions upon an employee's:

- (1) termination of employment;
- (2) transfer to a job other than one covered by a bargaining unit;
- (3) an unpaid leave of absence;
- (4) revocation of the check-off authorization in accordance with the terms of this Agreement; or
- (5) resignation by the employee from the Union.

Any changes in the rate at which dues are to be deducted shall be certified to the Township Fiscal Officer by the Union at least thirty (30) days prior to the implementation date. One (1) month advance notice must be given to the Township Fiscal Officer prior to making any changes in an individual's dues deductions. The parties agree that neither the employees nor the Union shall have a claim against the Township for errors in processing of deductions, unless a claim of error is made to the Township in writing within ninety (90) days after the date such an error is claimed to have occurred. If it is found an error was made, it will ordinarily be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

ARTICLE 6 - SECTION 3 - UNION SECURITY CONTINUED
SECTION 3. FAIR SHARE DEDUCTION

- (a) Employees who are not members of the Union shall, as a condition of employment, pay to the Union a fair share fee. The amount of the fair share fee shall be determined by the Union, but shall not exceed dues paid by the members of the Union who are in the bargaining unit. Such fair share fees shall be certified by the Union to the Township Fiscal Officer at such times during the term of this Agreement as necessary to be accurate, including the names of the individuals affected and the amount of the fee to be deducted. Such payment shall be subject to an internal Union rebate procedure meeting all requirements of state and federal law.
- (b) For the duration of this Agreement, such fair share fee shall be automatically deducted by the Township from the payroll check of each bargaining unit employee who is not a member of the Union. The automatic deduction shall be made in the last pay period of each month. The Township agrees to furnish the Union once each calendar month, a warrant in the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the bargaining unit employees for whom said deductions were made.
- (c) The automatic deduction shall, upon thirty (30) days prior written notice from the Union, be initiated by the Township whenever a bargaining unit employee who is not a member of the Union has completed his or her first sixty (60) days of employment. The provisions of Ohio Revised Code Section 4117.09 (C), paragraph three (3), shall apply in regard to employees who assert conscientious objections to payment of this fair share fee.
- (d) The Township's obligation to make deductions shall terminate automatically upon a termination of employment or transfer of an employee to a job classification outside the bargaining unit.
- (e) Any changes in the rate at which such fees are to be deducted shall be certified to the Township Fiscal Officer by the Union at least thirty 30) days prior to the implementation date. The parties agree that neither the employees nor the Union shall have a claim against the Township for errors in processing, unless a claim of error is made to the Township in writing within ninety (90) days after the date such error is claimed to have occurred. If it is found an error was made, it will ordinarily be corrected at the next pay period that such fee would normally have been paid by deducting the proper amount.

ARTICLE 6 - SECTION 3 - UNION SECURITY CONTINUED**(e)**

If an employee has insufficient pay in the last pay period of a month in which such deduction is to be made, the deduction will ordinarily be made from the next subsequent pay.

SECTION 4. UNION INDEMNIFICATION

The Union hereby agrees that it will indemnify and hold the Township, its officials, officers, agents, and employees, harmless from and against any and all claims, actions or proceedings including the defense thereof, by any person arising from any deduction made by the Township under Section 1,2, or 3 of this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 5. BULLETIN BOARD

The Township shall make a bulletin board available for the posting of Union notices of meetings, elections or other Union business provided that copies of such notices are first presented to a designated Township representative. Notices posted thereon shall contain nothing of a derogatory, detrimental or defamatory nature.

SECTION 6. UNION STEWARD

The Union may designate one (1) shop steward. It is understood that employees are expected to contact the shop steward when they want to discuss grievances. An alternate shop steward, who shall serve only in the absence of the regular shop steward, may also be designated by the Union. A written list of the steward and alternate steward shall be furnished to the Township, and the Union shall notify the Township, in writing, of any subsequent changes.

SECTION 7. UNION BUSINESS

Upon prior notification to the designated representative of the Township, authorized agents of the Union, other than employees, shall be permitted reasonable access to the Township office during working hours to transact official Union business, provided that such agents are accompanied by a representative of the Township and that there is no interference with or interruption of normal Township operations.

ARTICLE 6 - SECTION 8 - UNION SECURITY CONTINUED**SECTION 8. TIME FOR HANDLING GRIEVANCES**

Upon prior notification to and approval by the supervisor, the shop steward may be allowed reasonable time to pursue a grievance on the Township premises during regularly scheduled work hours so long as there is no interference with or interruption of normal Township operations. The supervisor's approval will not be unreasonably withheld. If such a request is granted, the steward shall carry out such duties in an expeditious manner and report back to the supervisor upon completion. The shop steward shall receive his or her regular hourly rate for time approved in the handling of grievances during regularly scheduled working hours on a "no-loss", "no-gain" basis. The Township shall not incur any overtime expense as a result of this provision.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. GRIEVANCE DEFINED

A grievance is an allegation that there has been a breach, misinterpretation, or improper application of this Agreement.

SECTION 2. QUALIFICATIONS

A grievance may be initiated by an aggrieved employee. Termination grievances, if initiated, shall be filed directly at Step Four of the Grievance and Arbitration Procedure. An employee has the right to file grievances and have them adjusted without the assistance of a Union representative, as long as the adjustment is consistent with the terms of this Agreement.

SECTION 3. JURISDICTION

Nothing in this Grievance and Arbitration Procedure shall deny employees any rights available at law to achieve redress of their legal rights, including but not limited to, the right to file charges with the State Employment Relations Board. However, once an employee elects to pursue a legal or administrative remedy in lieu of this Grievance and Arbitration Procedure and a court or administrative tribunal takes jurisdiction over the complaint, dispute or charge, the employee is thereafter precluded from seeking a remedy under this Procedure.

SECTION 4. GRIEVANCE WITHDRAWAL

An employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirement at any step to lapse without further appeal. As noted therein, all grievances shall be presented in writing at Step 2 no later than six (6) calendar days after the occurrence of the event upon which the grievance is based. If there is no immediate supervisor, a grievance shall be filed with the Board of Trustees no later than six (6) calendar days after the occurrence of the event upon which the grievance is based, and the grievance shall then proceed to be heard in accordance with the remaining provisions of Step Three of this procedure. A grievance not timely presented shall be considered withdrawn. Once a grievance is withdrawn, the employee shall thereafter be precluded from filing a grievance or taking any similar action based upon the incident or circumstance, which gave rise to the initial grievance. Any grievance so withdrawn shall be considered resolved in favor of the Township.

ARTICLE 7 - SECTION 5 - GRIEVANCE & ARBITRATION CONTINUED
SECTION 5. TIME LIMITS

Any grievance which is not answered within the stipulated time limits may be advanced by the employee to the next succeeding Step in the Grievance and Arbitration Procedure within the time frames set forth therein. All time limits on grievances may be waived by mutual consent signed by the parties. Any step in the Grievance and Arbitration Procedure may be waived on any grievance by mutual written consent. The parties may upon advance notice bring additional representatives to any meeting in this Procedure, provided that the attendance of such representative may be beneficial in resolving the grievance and will not unduly disrupt or otherwise interfere with the Procedure outlined herein. For purposes of computing time under this Procedure, where the last day a grievant or respondent is required to act under the time limits set out in this Article falls on a holiday, the grievant's or respondent's scheduled day off or during the grievant's or respondent's approved leave, the time limit for the act shall be automatically extended to the end of the next regularly scheduled work day for such person. Furthermore, if an office specified for receipt of a grievance or the issuance of a response is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or the issuance of a response, then the grievant or respondent, as the case may be, will be permitted to file such grievance or issue such response on the next day on which such office is open.

SECTION 6. GRIEVANCE FORM

Grievances shall be processed on the mutually agreed upon form. The Union shall be responsible for the printing and distribution of the grievance forms.

SECTION 7. GRIEVANCE STEPS

All grievances must be processed at the proper Step in the progression in order to be considered at any subsequent Step. The following Steps and procedures shall be utilized in the resolution of grievances:

A. STEP ONE - INFORMAL

1. A grievant shall first attempt to resolve a grievance informally with the grievant's immediate supervisor. At this Step there is no requirement that the grievance be submitted or responded to in writing. If the grievant so desires, the shop steward may be present.

ARTICLE 7 - SECTION 7 - GRIEVANCE AND ARBITRATION CONTINUED
STEP ONE INFORMAL

2. If the grievant is not satisfied with the response from the immediate supervisor at this Step, the grievant may pursue the formal Steps which follow. In doing so, the grievant may seek the assistance of the shop steward.

B. STEP TWO - IMMEDIATE SUPERVISOR

1. Should the grievant not be satisfied with the response at Step One, the grievant may submit the grievance in writing to the grievant's immediate supervisor or designee, signed by the grievant and shop steward. This written grievance shall be submitted to the supervisor within ten (10) calendar days after date of the occurrence of the event upon which the grievance is based.
2. Within ten (10) calendar days after receipt of the grievance, the supervisor or designee shall submit to the shop steward a written response to the grievance.

C. STEP THREE - BOARD OF TRUSTEES

1. Should the grievant not be satisfied with the response at Step Two, the grievance may be appealed to the Board of Trustees. The shop steward shall initiate this appeal by delivering, within seven (7) calendar days after receipt of the Step Two response, a copy of the grievance form containing the written response from the prior step, and any other pertinent documents, to the office of the Board of Trustees.
2. The grievance shall be heard by the Board of Trustees or its representative at the next regular meeting, unless the shop steward requests or the Trustees direct that the matter be heard at the next subsequent regular meeting. The grievant may be represented by the shop steward or other Union representative at this meeting. Within seven (7) calendar days after the meeting, the Board of Trustees or its representative shall submit to the shop steward a written response to the grievance.

ARTICLE 7 - SECTION 7 - GRIEVANCE AND ARBITRATION CONTINUED
STEP 3 - BOARD OF TRUSTEES

3. Should the grievant not be satisfied with the Trustees response to the grievance at Step Three, the grievant shall notify the shop steward of the grievant's desire to proceed to arbitration. The shop steward will present the grievant's request for arbitration to the Business Agent. Should the Business Agent determine to proceed to arbitration with the grievance, the Business Agent shall so notify the Board of Trustees by written notification. This written notification shall be delivered to the office of the Board of Trustees within ten (10) calendar days after the shop steward's receipt of the Trustees' written response.

D. STEP FOUR - ARBITRATION

1. Upon receipt of a request for arbitration the Township and the Union shall within fourteen (14) calendar days following the request for arbitration, jointly agree to an arbitrator or request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within fourteen (14) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. The party requesting the arbitration shall be the first (1st) to strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question; either party shall have the right to elect to reject the list in its entirety and to request the submission of a new seven (7) member panel, which election may only be exercised once. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.
2. The arbitrator shall determine the grievance in accordance with the terms of the Agreement in effect on the date of the incident giving rise to the grievance.

ARTICLE 7 - SECTION 7 - GRIEVANCE AND ARBITRATION CONTINUED
STEP 4

3. **The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement. The arbitrator shall be confined solely to the issues submitted for arbitration. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.**

In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than six (6) calendar days prior to the date the grievance was first presented in writing in Step Two of the Grievance Procedure.

4. **The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is not arbitrable, the arbitrator shall render no decision on the merits.**
5. **The decision of the arbitrator shall be final and binding upon the Union, the employee and the Township. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Township and the Union. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expenses, if any, of the witnesses shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one, provided that such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript. The Township shall not incur any overtime expense as a result of this.**

ARTICLE 8

DISCIPLINARY ACTION

SECTION 1. DISCIPLINE FOR CAUSE

No nonprobationary employee shall be disciplined except for just cause.

SECTION 2. PROGRESSIVE DISCIPLINARY ACTION

For charges other than serious offenses, insubordination or violations that could amount to a violation of law, the principles of progressive disciplinary action will generally be followed with respect to minor offenses. Ordinarily, progressive disciplinary action will involve an oral reprimand before a written reprimand, a written reprimand before a suspension, a demotion and/or reduction in pay before removal. For multiple minor offenses, more severe disciplinary action will be taken, up to and including discharge. In other words, an accumulation of minor offenses (whether repeated, related or unrelated) will warrant more severe disciplinary action than a first offense. If the offense is of a serious nature, constitutes insubordination or is a violation of law, a different disciplinary sequence may be utilized up to and including discharge for the first offense. Examples of specific offenses which may, upon a first offense, be serious enough to warrant immediate suspension or discharge include, but are not limited to, the following; dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any other failure of good behavior which may be cause for disciplinary action.

SECTION 3 DURATION OF DISCIPLINARY RECORDS

Oral reprimands placed in a member's personnel file shall be destroyed six (6) month's after such corrective action was taken.

Written reprimands will be placed in a member's file and copies shall be provided to the Union Steward and sent to the Local Union within ten (10) business days following the Township's knowledge of the infraction.

Written reprimands placed in a member's personnel file shall be destroyed nine (9) months after such corrective action was taken.

Disciplinary Action, which results in a suspension or reduction of pay, shall be destroyed after three (3) years.

ARTICLE 9

LAYOFF AND RECALL

SECTION 1. NOTIFICATION TO UNION

In case a layoff of employees is anticipated, the Township shall notify the Union of the impending layoff.

SECTION 2. LAYOFF NOTICE

Affected employees shall receive notice at least seven (7) calendar days prior to the effective day of layoff.

SECTION 3. LAYOFF ORDER

When layoffs are necessary, the Township shall lay off employees in order of Departmental seniority, beginning with the least senior and progressing to the most senior, up to the number of employees that are to be laid off.

SECTION 4. RECALL LIST

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, the job classification to which they are recalled without further training or certification.

SECTION 5. NOTICE OF RECALL

Notice of recall listing a date for the employee to return to work shall be sent to the employee with a copy to the Union. The Township shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. The recalled employee shall have two (2) calendar days following the date of delivery of the recall notice to notify the Township of the employee's intention to return to work and shall have three (3) calendar days following the date of delivery of the recall notice in which to report for work, unless a different date for returning to work is otherwise specified in the notice.

ARTICLE 9 - SECTION 6 - LAYOFF & RECALL CONTINUED

An employee who is recalled from layoff shall suffer no loss of seniority or break in service for the time during which the employee was laid off, provided that the employee is recalled and timely returns to work during the duration of the recall list. However, an employee shall receive no seniority service credit for time spent in layoff. An employee who is recalled from layoff during the duration of the recall list shall return to the classification held by such employee at the time of the layoff.

SECTION 7. SENIORITY

For the purposes of this Article, "seniority" shall be computed on the basis of uninterrupted length of continuous full-time service in the Franklin Township Road and Maintenance Department from an employee's most recent date of hire. An employee's seniority shall be most recent date of hire. An employee's seniority shall be broken and his or her employment with the Township terminated upon the occurrence of any of the following events:

- (a) If the employee quits, or if the employee is discharged for just cause;
- (b) If the employee is laid off for longer than twenty-four (24) consecutive months;
- (c) If the employee fails to timely report to work after notifying the Township of intent to return to work from layoff. Verification of recall from layoff shall be directed to the employee, by certified mail, at the last address of the employee on record with the Township. The employee shall have seventy-two (72) hours, excluding holidays and weekends, after receipt of notification or after notice to advise the Township of his intention to return to work, or he shall be considered a voluntary quit;
- (d) If an employee fails to keep the Township notified in writing of his or her proper address and this results in the failure of inability of the Township to notify the employee as may be required under this Agreement;
- (e) If the employee obtains a leave of absence under false representations;

ARTICLE 9 - SECTION 7F - LAYOFF & RECALL CONTINUED

- (f) If the employee is absent without notification to the immediate supervisor or designee, or to the Personnel Department for a period of Three (3) working days, in which case the employee shall be considered as having quit voluntarily unless the employee can establish, to the satisfaction of the Township, that circumstances made it impossible for the employee to make such notification;**
- (g) If the employee accepts employment elsewhere during a leave of absence; or**
- (h) If the employee retires.**

ARTICLE 10**SAFETY AND HEALTH****SECTION 1. SAFE CONDITIONS**

The Township will make provisions for the safety and health of the employees. The equipment in use will be maintained to Ohio Department of Transportation standards. The Board of Trustees shall have all major mechanical repair work done by a certified DOT technician. Examples of “major mechanical items” include engines, transmissions and brakes. The Board of Trustees will work with the Union to develop a repair form for reporting all deficient equipment. The employees are responsible for reporting unsafe conditions or practices, for avoiding negligence and for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the Township.

ARTICLE 11**PROBATIONARY PERIOD****SECTION 1. INITIAL PROBATION**

Employees shall be required to successfully complete a six (6) consecutive month probationary period and shall not acquire seniority until they have worked six (6) consecutive months for the Township on a full-time basis. At the Board of Trustee's discretion, an employee's probationary period may be reduced. A probationary employee may be disciplined and/or discharged at any time without just cause and shall have no recourse to the Grievance and Arbitration Procedure concerning such discipline and/or discharge.

ARTICLE 12

HOURS OF WORK

SECTION 1. PURPOSE

The provisions of this Article are to be used solely for the determination of compensation for overtime work. Nothing contained in this Agreement shall be construed as a guarantee of hours of work per day or per week or of days of work per week, nor as a restriction of the Township's right to require overtime.

SECTION 2. HOURS OF WORK

The regular work schedule for the employees will be eight (8) hours per weekday between the hours of 7:30 A.M. and 4:00 P.M., which includes a one-half (1/2) hour unpaid lunch period. The regular work schedule shall be revised for the period June 15th thru August 15th to reflect a start time of 6:30 A.M. and a quit time of 3:00 P.M., which includes a one-half (1/2) hour unpaid lunch period. Employees must use a time card clock record to record their presence at work. Such time card shall not be punched prior to three (3) minutes before the start time of the employees and not later than three (3) minutes after the quit time of the employees. Time cards shall only be punched by the employee himself.

SECTION 3. OVERTIME

Time and one-half shall be paid for all compensable hours worked in excess of eight (8) hours per day or forty (40) hours in any one (1) week. The term "hours worked" shall be construed in accordance with the Fair Labor Standards Act and the regulations promulgated thereunder. A work week is the period between 12:00 A.M. Monday through midnight Sunday. Double time shall be paid for all hours worked by an employee on the seventh (7th) consecutive work day provided the employee has worked all normal hours offered and made available to the employee in the previous work days. In case of emergency, if called to work during time off, pay will begin when the employee is called, provided the employee reports to work within thirty (30) minutes. Employees when called are required to report within one (1) hour. The term "emergency" does not apply to Snow and Ice removal and thus is excluded from the "pay beginning when the employee is called" policy.

SECTION 4. COMPENSATORY TIME

Compensatory time off shall be earned or granted to the members, at the election of the member, in lieu of payment for overtime worked, and shall be earned at a rate consistent with this Article. The maximum amount of compensatory time a member may accrue is eighty (80) hours per calendar year at any time. Compensatory time shall not carry over from year to year. Any compensatory time not paid or taken as paid leave will be paid in the year earned, in full as a separate check, the first pay period of December.

ARTICLE 12. SECTION 4 COMPENSATORY TIME

Upon separation from employment with the Township for any reason, members shall be entitled to compensation at their then current rate of pay for accrued and unused compensatory time accumulated.

SECTION 5. BREAKS

In accordance with the present practice, the Township will provide two (2) fifteen (15) minute rest breaks. These breaks and the non-paid lunch period shall start and end at the job site.

SECTION 6. REPORT-IN PAY

An employee who reports for work on time at his regularly scheduled time, who has not been notified not to report, shall be guaranteed not less than four (4) hours of work, or eight (8) hours paid at the employee's straight-time rate if put to work, provided however, that this Section shall not apply when work is unavailable due to acts of God, or if the Township notifies the employee that no work is available at least two (2) hours prior to such employee's starting time, in which case, the employee shall receive no pay. It shall be the responsibility of each employee to furnish the Township with a telephone number where the employee can be reached. Any employee not furnishing the Township with such number shall not be entitled to the benefits of this Section.

SECTION 7. CALL-BACK PAY

When an employee is called back for work by an appropriate supervisor on hours not abutting the employee's regular shift hours, the employee shall be paid or credited with a minimum of two (2) hours at the appropriate rate of pay. Employees when called are required to report within one (1) hour.

SECTION 8. ON THE JOB INJURY

Except in cases of serious injuries requiring immediate medical attention, an employee who is injured while on the job shall report to the Township business office for treatment, at which time a preliminary statement regarding the injury must be made and signed by the employee.

ARTICLE 13

INJURY LEAVE

SECTION 1. INJURY LEAVE

Employees may be granted injury leave with pay not to exceed three (3) calendar months (520 work hours) for each job related injury, provided such injury is reported to the member's immediate supervisor before the end of the employee's shift.

As a condition of receipt of injury leave benefits, the Township may from time to time require an employee to apply for Workers Compensation benefits under the Ohio Workers Compensation Program as soon as practicable. This condition may be imposed for all alleged job related injuries and all alleged recurrences of the same. Copies of all Workers Compensation applications shall be submitted to the Board of Trustees. If at anytime requested by the Township, the employee shall endorse over to the Township any and all wage and salary benefits awarded to the employee by the Ohio Workers Compensation System, which extended over the same time period for which the employee is granted injury leave. In compliance with the rules and regulations of the Ohio Bureau of Workers Compensation, an employee may be required to execute a written agreement reflecting the provisions of this paragraph prior to an award of injury leave.

SECTION 2.

An employee who was on injury leave, returns to work and has subsequent doctor visits for the same injury, may use injury leave for these appointments, provided:

- (a) The appointment cannot be scheduled after normal working hours and supervisor has been given at least 48 hours notice.
- (b) Injury leave time for such appointments shall be limited to reasonable travel time and appointment time. Upon the employees return to work, the Township may require a certificate from the doctor confirming the patient's treatment.

ARTICLE 14

WAGESSECTION 1. PAY RANGES AND RATESROAD & MAINTENANCE WORKER;

<u>HOURLY</u>	<u>A</u>	<u>B</u> (6 MO.)	<u>C</u>	<u>D</u>
1/1/11	\$13.46	\$16.47	\$18.04	\$20.86
1/1/12	\$14.00	\$17.13	\$18.76	\$21.69
1/1/13	\$14.14	\$17.30	\$18.95	\$21.91

LEAD MAN

1/1/11	\$23.78
1/1/12	\$24.73
1/1/13	\$24.98

SECTION 2. STEP ADVANCEMENT

Except as otherwise hereinafter specifically provided, original appointment to the classification of Road and Maintenance worker shall be made at Step A. Advancement from the original appointment to the next succeeding Step B shall be made after six (6) months of continuous full-time service while in paid status, which six (6) month period shall constitute the initial probationary period. Advancement from Step B to the next succeeding Step C shall be made after an additional and consecutive six (6) months of continuous full-time service while in paid status. Advancement from the succeeding Step C to Step D shall be by a one (1) year interval of continuous full-time service while in paid status. Notwithstanding the foregoing, the Township may, from time to time and in its sole and absolute discretion, make an original appointment at any Step below Step D. If an original appointment is made at Step B, advancement to Step C shall be made after six (6) months of continuous full-time service while in paid status, with this period to be the initial probationary period. Advancement to step D shall then be by a one (1) year interval. However, for original appointments made at Step C, advancement to the next succeeding Step D shall be by a one (1) year interval, with the first six (6) months of the first year being the initial probationary period.

SECTION 3. LONGEVITY PAY

Employees shall be entitled to receive a longevity bonus base upon employee's number of completed consecutive and continuous years of service with the Road Department from the employee's most recent day of employment as a full-time Road Department employee (with continuous service being defined in accordance with the provisions of Article 14, hereof) according to the following schedule:

SECTION 3. LONGEVITY PAY CONTINUED

<u>Completed Years of Service</u>	<u>Amount</u>
0 through 4 years	\$0.00
After 5 years through 9 years	\$300.00
After 10 years through 15 years	\$400.00
After 16 years and all additional years	\$500.00

Payment of the annual Service Credit shall be made in a lump sum, in a separate check and will accompany the regular check in the pay period following the member/s anniversary date.

ARTICLE 15**PENSION PICK-UP****SECTION 1. PICK-UP**

The Township agrees to pay that portion of the employee contribution to PERS (Public Employees Retirement System), which is equal to three percent (3%) of the employee's earned compensation.

This pension pick-up plan shall apply uniformly to all employees and no employee will have the option to elect a wage increase or other benefit in lieu of the payment provided for herein, or to be excluded from this "pick-up". This contribution will be designated as an employee contribution and will be paid in lieu of a portion of each employee's statutorily required contribution to PERS. The Township will, in reporting and making remittance to PERS, report that each employee's contribution has been made as provided by stature.

The sum to be paid hereunder by the Township on behalf of the employee is not to be treated as increased compensation. For purposes of computing the employee's earnings or basis of his contributions to PERS, the amount paid by the Township on behalf of the employee as such employee's statutory obligation, is intended to be and would be considered as having been paid by the employee in fulfillment of his statutory obligation.

Pension Pick-up Schedule For Employees Hired Prior to January 1, 2009 shall be;

1/01/08 – 6.5%

1/01/09 – 7%

1/01/10 – 8%

Pension Pick-up Schedule for Employees Hired January 1, 2009 or after shall be;

6%

ARTICLE 16

UNIFORMS

SECTION 1. REQUIRED DRESS

The Township agrees that if any employee is required to wear any kind of uniform as a condition of continued employment, such uniform shall be furnished by the Township, free of charge. The Township will provide five (5) T-shirts and five (5) pairs of jeans, one (1) raincoat and one (1) pair of rubber boots. In addition, the Township will reimburse each employee up to a maximum of \$85.00 for one (1) pair of steel-toe-work boots no more than once per year and reimburse each employee up to a maximum of \$55.00 for one (1) winter coat no more than once per year.

Employees shall purchase their shoes and winter coat at a store selected by the Board of Trustees and shall be entitled to make 1 trip using reasonable amount of Township work time, to make their purchase. Any additional trips required to satisfy the shoe and coat purchase shall be made during the employees own personal time. All taxes paid are considered as part of the maximum reimbursement costs. All uniform parts will be inspected on a bi-annual basis as part of the replacement process. Items will not be replaced without prior Township approval.

SECTION 2. DAMAGED UNIFORM PARTS

Employees shall, with the prior approval of the immediate supervisor, be allowed to turn in the uniform parts which are furnished by the Township (as designated in Section 1, above) which are damaged in the ordinary course of an employee's performance of his work duties, and these items will be replaced or repaired by the Township at no cost to the employee, except where the damage was caused by the employee's negligence, in which case, the employee shall be responsible for the repair and/or replacement of the item (s).

ARTICLE 17

PHYSICAL EXAMINATIONS

SECTION 1. REQUIRED EXAMINATIONS

The Township, at any time, may require an employee to submit to a physical or mental examination by a physician selected by the Township and may require an employee to submit to alcohol or drug testing at any such examination or test. The cost of such examinations or tests shall be borne by the Township and if such examination or tests are conducted during working hours, the rate for time lost from work in connection therewith. Failure or refusal to submit to an examination or tests shall be cause for disciplinary action up to and including discharge.

SECTION 2. ADDITIONAL EXAMINATIONS

If an employee is required to submit to a physical or mental examination by a physician as set forth in Section 1. and if the employee disagrees with the results of such physical or mental examination, then the employee shall have the right to be examined by a physician of the employee's own choosing at the employee's cost. If the physician selected by the Township and the physician selected by the employee do not agree on the employee's condition, such two (2) physicians shall select a third physician to examine the employee and the third physician's decision, provided it is based upon professionally accepted medical standards, shall be binding on all parties. The cost and expense of the third physician, if any, shall be paid one-half by the employee and one-half by the Township.

SECTION 3. GOVERNMENTAL REQUIREMENTS

Physical, mental and other examinations required by a governmental body, other than the Township, shall be promptly complied with by all employees. The employees shall not take examinations during working hours.

SECTION 4. DISABILITY SEPARATION

If an employee after examination is found to be unable to perform the material and substantial duties of the employee's position, then the employee may utilize accrued but unused sick and/or vacation leave. If an employee refuses to go on a leave, the Township may place the employee on a paid or unpaid leave. Such action may only be appealed through the Grievance Procedure contained in this Agreement. The employee shall have the right to return to work following submission of satisfactory evidence of the employee's ability to perform the material and substantial duties of the employee's position. The Township shall have the right to have the employee examined by a practitioner of the Boards choice.

ARTICLE 17 - SECTION 4 - PHYSICAL EXAMINATIONS CONTINUED
DISABILITY SEPARATION

If the results of these examinations differ, then the differences shall be subject to the review process of Section 2 of this Article. The right of reinstatement referred to herein shall only last for a period of twenty-four (24) consecutive months and is applicable to all forms of injuries and illnesses except service connected injuries. The term "service connected injuries" is defined as a physical injury (as opposed to a mental, respiratory, cardiac or other similar injury, illness or disability) received during the employee's scheduled and paid working hours and which occur while acting within the scope of and arising directly as a result of the employee's employment duties for the Township. If the employee does not return within that period, then the employee shall be deemed permanently separated, seniority broken and his or her employment with the Township terminated.

ARTICLE 18
SICK LEAVE

SECTION 1. SICK LEAVE ACCRUAL

An employee shall, subject to the maximum limits set forth below, accrue sick leave at the rate of 4.616 hours for each fully completed and worked bi-weekly pay period in which the employee is in active service with the Township.

SECTION 2. ACCUMULATION OF SICK LEAVE

Sick leave will accrue and may be accumulated and carried over from year to year. There shall be no maximum accumulation of sick time.

SECTION 3. USE AND CERTIFICATION OF SICK LEAVE

Sick leave may only be used for absence due to personal illness, injury, exposure to serious contagious disease which could be communicated to other employees and to illness or injury of a member of the employee's immediate family who resides in the employee's household, provided that in cases of such illness or injury, the employee's presence is urgently required. (Once the initial emergency is over, sick leave will not be granted merely because continuing care is needed). Sick leave with pay will be granted when medical, dental or optical consultation or treatment of the member when the same cannot be obtained during off work time, provided that the employee schedules such time off with his supervisor at least forty-eight (48) in advance. Sick leave, for such appointments, shall be limited to reasonable travel time and appointment time. Upon the employees return to work, the Township will require a certificate from the doctor confirming the patient's treatment. When sick leave is used, it shall be deducted from the employee's credit on the basis of one hour for every one hour of absence from previously scheduled work. The employee shall notify the Township business office or designee of the Board of Trustees as soon as reasonably possible of the taking of sick leave and the circumstances under which it is being used, which notification shall occur no later than within one (1) hour before the start of the employee's scheduled shift. The Township will require evidence as to the adequacy of the reason for an employee's use of sick leave, including a certificate from a licensed practitioner pursuant to the provisions of this article. The Board of Trustees will require a doctor's excuse after two (2) consecutive sick days. Effective January 1st, 2014 the timeframe of requiring a doctor's excuse will revert to a single sick day absence before a doctor's excuse will be required.

SECTION 4. PAYMENT FOR UNUSED SICK LEAVE CONTINUED
PAYMENT FOR UNUSED SICK LEAVE

Upon an employee's retirement from employment with the Township, the employee shall be entitled to payment for all accrued sick leave up to a maximum of 500 hours. The employee must be retiring or otherwise at a no fault termination due to a medical disability. If the employee voluntarily terminates or is terminated from his employment with the Township before retirement, the employee is entitled to one-half (1/2) of unused sick leave (up to a maximum of 180 hours), which payment shall be based upon the employee's regular straight-time hourly rate at the date of termination.

SECTION 5. WELLNESS PAYMENT

All employees shall be entitled to an additional four (4) hours pay per quarter for each quarter the employee has had no absences other than pre-arranged vacation leave and no tardiness. Such payments will be included in the member's pay the first payday following the close of the quarter; i.e., April, July, October and January.

ARTICLE 19

VACATION POLICY

SECTION 1. VACATION SCHEDULE

Employees will receive vacation in accordance with the following schedule:

<u>COMPLETED YEARS OF CONTINUOUS SERVICE</u>	<u>VACATION</u>
After 1 year	1 week (40 hours)
After 2 years	2 weeks (80 hours)
After 5 years	3 weeks (120 hours)
After 10 years	4 weeks (160 hours)
After 15 years	5 weeks (200 hours)

SECTION 2. ACCRUAL

Employees shall accrue vacation by anniversary date at the annual rate set forth in Section 1, above, based upon years of continuous active service. The Township Fiscal Officer will enter earned vacation hours onto the paycheck stub, which will reflect the total accumulated vacation hours to date for the employee. The Fiscal Officer will also be deducting vacation hours taken during the pay period from the accumulated amount so that the pay stub maintains a true reflection of available vacation hours for use. An employee may not use any accrued vacation until completion of one (1) year of continuous active service. Employees are permitted to carry over forty (40) hours per year into the following calendar year. Vacation time carried over into the following year must be used prior to December 31st of said year.

SECTION 3. VACATION USE

The vacation year for employees will end at midnight on December 31, of each year. Each week of eligible vacation will be paid at the employee's straight time rate. Vacation preferences shall be scheduled by March 31 of each calendar year and are subject to the approval of the Board of Trustees. Employees shall be allowed to take vacation in hour, day, or weekly increments. No more than one (1) employee shall be permitted to be off at a time unless otherwise approved by the Board of Trustees.

SECTION 4. FORFEITURE OF VACATION

Vacation in excess of the forty (40) hours permitted to be carried over to the next calendar year provided for in section 2 of this Article shall be forfeited unless the excess vacation above the forty (40) hours was due to cancellation by the Township.

ARTICLE 19 - SECTION 5 - VACATION POLICY CONTINUED

SECTION 5. ABSENCES

If an employee who has once qualified for vacation pay thereafter is off from work for any reason, including layoffs or illness, such employee will receive vacation pay as follows:

<u>LENGTH OF ABSENCE</u>	<u>VACATION PAY</u>
90 days or less	Full Pay
91 days to 180 days	3/4 Vacation Pay
181 days to 270 days	1/2 Vacation Pay
Over 270 days	No Vacation Pay

Absences resulting from an injury on-the-job shall not result in a pro-rated vacation in accordance with the above schedule during the first year of absence.

ARTICLE 20

HOLIDAYS

SECTION 1. HOLIDAYS RECOGNIZED

The following ten (10) days shall be observed as holidays under this Agreement:

New Years Day	Independence Day
Christmas Day	Thanksgiving Day
Memorial Day	Martin Luther King Day
Labor Day	Columbus Day
Veterans Day	Presidents Day

In order to be eligible for holiday pay, an employee must have completed such employee's probationary period and must have worked the last full scheduled work day before and the next full scheduled work day after the holiday, unless absence from work is excused by the Township. Pay for each such holiday shall be equal to eight (8) hours per day at the employee's straight time rate.

SECTION 2. HOLIDAY WORK

Work performed on holidays shall be paid at the rate of double time the employee's straight time rate for hours actually worked in addition to the holiday time.

SECTION 3. FORFEITURE OF HOLIDAY PAY

Unless the absence is due to substantiated, excused illness or injury and the employee gives the Township adequate advance notice, when possible, in time to allow the Township to obtain a satisfactory replacement, an employee scheduled for work on a holiday who does not appear for work shall receive no holiday pay.

SECTION 4. DESIGNATION

If the holiday falls on Saturday, Friday will be the day observed for the holiday. If the holiday falls on Sunday, Monday will be the day observed for the holiday.

ARTICLE 21**PERSONAL TIME****SECTION 1. PERSONAL DAY**

When an employee has six (6) consecutive months of full-time continuous service while in paid status, an employee shall be entitled to eight (8) hours of personal time off, which time off shall occur on the fourth Friday of November of each calendar year. Once an employee qualifies for personal time off with pay, such employee shall receive payment at the rate of eight (8) times the employee's regular hourly rate, which amount shall be paid at the bi-weekly pay period next following the occurrence of this personal day. However, in order to be eligible for this personal day, the employee must continue to be employed by the Township on a full-time basis and be in paid status on the applicable personal day. In other words, no personal time off shall accrue or otherwise be credited for any personal time off occurring after an employee ceases to be in paid status and employed by the Township on a full-time basis. Notwithstanding anything to the contrary contained herein, employees shall, in cases of emergency, continue to make themselves reasonably available for duty while on personal time off during this particular day.

For the life of this contract, the Board of Trustees will provide for an additional eight (8) hours of personal time. This time will be scheduled at the discretion of the Board of Trustees and shall be the Friday before Memorial Day or Labor Day. All provisions of the Article must be met to be eligible for this additional day. The additional eight (8) hours of personal time shall not be in effect after December 31, 2013.

ARTICLE 22**SPECIAL LEAVES****SECTION 1. MILITARY LEAVE**

The Township and Union agree to observe and comply with all applicable provisions of the Selective Service Act as amended, including the Vietnam Era Veterans Readjustment Assistance Act of 1974 and the other laws, executive orders, regulations and decisions issued pursuant thereto regarding employees who are inducted into or who voluntarily enter any branch of the armed forces of the United States Government. The parties shall have the right to rely upon and act in accordance with such laws; orders or regulations and any action taken in compliance shall not constitute a violation of this Agreement.

SECTION 2. FUNERAL LEAVE

In the event of the death of a spouse, child, parent, sibling, mother-in-law, father-in-law, stepfather, stepmother or grandparents, an employee who has completed the probationary period shall receive up to three (3) consecutive days off with pay, provided:

- (1) Such days are regularly scheduled work days of the employee.
- (2) Such days are not worked solely because of the funeral.
- (3) One (1) day must be the date of interment.

Pay for such days for funeral leave shall be equal to the employee's regular hourly rate times the number of hours of the employee's regularly scheduled work shift. The Township may require verification to determine eligibility.

SECTION 3. JURY DUTY LEAVE

If an employee serves on any duly constituted jury, the employee shall be paid for the hours necessarily absent from work up to eight (8) hours straight-time pay per day, but such hours shall not constitute hours worked for purposes of computing overtime. The employee will notify the Township immediately of any jury notice. In no case will the employee receive more than the basic weekly pay, except that any daily overtime worked by an employee in such a case will be paid even though this brings his total pay for the week to more than the basic weekly pay.

ARTICLE 23
INSURANCE

SECTION 1. COVERAGE

The Township agrees to provide Vision care, Dental care, Group Hospital, Surgical and Major Medical Insurance for all employees and their families. The Township further agrees to provide Group Life Insurance in the amount of \$25,000 per employee.

SECTION 2 Union members shall contribute towards the cost of Group Hospital, Surgical and Major Medical Insurance. These contributions shall be deducted from the employees' gross pay on a bi-weekly basis.

SECTION 3 The following pay ranges are hereby established as the "Employee Contribution to Insurance" and are to be applied to the situations as indicated below.

SECTION 4 Hereinafter "Single" coverage shall be classified as coverage for the employee only, or coverage for employee and non-spouse dependents. "Family" coverage shall be classified as coverage for the employee and spouse, or the employee, spouse, and non-spouse dependents.

SECTION 5 Effective January 1, 2011, and remaining in effect until midnight, February 28, 2011, the employee monthly contribution towards the insurance premiums shall be \$10 per pay period (\$20 per month) for single coverage, and \$20 per pay period (\$40 per month) for family coverage.

SECTION 6 The following contributions shall be effective March 1, 2011 and shall remain in effect until midnight, May 31, 2011.

<u>Coverage</u>	<u>Cost</u>
Single	\$18.92 per pay period (\$41 per month)
Family	\$37.85 per pay period (\$82 per month)

SECTION 7 The following contributions shall be effective June 1, 2011 and shall remain in effect until midnight, May 31, 2012.

<u>Coverage</u>	<u>Cost</u>
Single	\$18.92 per pay period (\$41 per month)
Family	\$37.85 per pay period (\$82 per month)

If the premiums paid by the Township for coverage increases, the contributions paid by the employee shall also increase by twenty percent (20%), up to a maximum increase of \$4.62 per pay period (\$10 per month).

SECTION 7 The following shall be effective June 1, 2012 and shall remain in effect until midnight, May 31, 2013. Employee contributions for this time period shall be the same as those stated in Section 6 of this article. If the premiums paid by the Township for coverage increases, the contributions paid by the employee shall also increase by twenty percent (20%), up to a maximum increase of \$4.62 per pay period (\$10 per month).

SECTION 8 The Township shall offer a Wellness Program that shall include three (3) "Healthy Rewards". Upon completion of these "Healthy Rewards" the employee will receive a decrease in the employees' contribution based on the number of "Healthy Rewards" completed. The employee may choose to complete any number of, or all of the "Healthy Rewards". Additionally, for those with family coverage an additional reduction in premium contribution will be received by the employee if his or her spouse completes one or more of the options. The employee and employee spouse are not obligated to participate in the "Healthy Rewards" wellness program.

SECTION 9 For each of the "Healthy Rewards" that an employee and employee spouse completes, there will be a \$3.23 per pay period (\$7 per month) decrease towards the amount the employee contribution towards health coverage. That is, a potential decrease from the above contribution per pay period shall be \$3.23 (\$7 per month), \$6.46 (\$14 per month), \$9.69 (\$21 per month) depending on the number of options satisfied. An additional \$3.23 (\$7 per month), \$6.46 (\$14 per month), \$9.69 (\$21 per month) per pay period reduction in premium contribution will be received by the employee if his or her spouse completes one or more of the options.

SECTION 10 The "Healthy Rewards" options shall be completed by February 28, 2011, December 31, 2011, and December 31, 2012 respectively. If done so, the employee's contribution will be decreased on March 1, 2011, and that decrease will remain in place through December 31, 2011. Each subsequent satisfactory completion of the Healthy Rewards options will result in decrease premium contributions beginning January 1, 2012, and again in January 1, 2013 with each reduction lasting through December 31st of said year.

SECTION 11 The “Healthy Rewards” options are as follows:

1. Annual Routine Physical Exam – This shall be a routine physical that is provided under the standard health coverage furnished by the Township.
2. Completion of the online Health Risk Assessment through the Medical Mutual of Ohio website.
3. No tobacco usage – Granted by the annual signing of the provided verification form.

SECTION 12 The Township will rely on health claims payment records, or provided completion form signed by physician to verify the employee / spouse claims for entitlement to the Annual Routine Physical Exam option reductions.

SECTION 13 The Township will rely on notification from the Township’s insurance broker to verify the employee / spouse claims for entitlement to the Health Risk Assessment option reductions.

SECTION 14 With respect to the non-tobacco reduction the employee / spouse will submit the verification form to the Township. If during the year in question the employee / spouse breaches the promise on the verification form, and such breach is proven by a blood test (paid for by the Township), the reduction for that individual will cease for the remainder for the twelve (12) month period, and the individual shall pay a \$100 penalty. The Township shall order any employee of the Department to undergo a tobacco screening test whenever there is reasonable cause to believe an employee has used tobacco. Reasonable cause must be based upon specific facts and reasonable inferences drawn from those facts indicating that a particular employee in question has used tobacco.

SECTION 15 Should the Township intend to explore a change in the insurance carrier(s) or coverage, then the Township shall give the Union notice of such intent and an opportunity to discuss same. Upon prior notification to the Union, the Township retains the right to change insurance carriers and/or to self-insure for all or any portion of the insurance coverage (s) provided by the Township, provided that the benefit levels are equivalent to existing benefit levels. Prior to changing carrier(s) and/or coverage, the Township shall provide the Union with a written description of the proposed change. The Union shall forward its reply to the Township within ten (10) business days after such notification as to its position on the matter. Under no circumstances shall any change result in benefit levels that are not equivalent to existing benefit levels, without the advance agreement of the Union.

SECTION 4. DURATION

The term of the Agreement shall be for a period of three (3) years commencing on January 1, 2011 and terminating at midnight, December 31, 2013. This Agreement shall be considered self-renewing for yearly periods thereafter unless notice is given by either party to the other in writing to terminate this Agreement not less than sixty (60) days prior to the expiration date or any renewal thereof.

SECTION 5. SEVERABILITY

Should any part of this Agreement be held invalid by operation of law or by final order issued by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity such invalidation or temporary restraint shall not invalidate or affect the remaining portion hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Agreement, the parties shall, upon the written request of either party, meet within thirty (30) days after receipt of such request in an attempt to modify the invalidated provision (s) by good faith negotiations.

ARTICLE 24

MISCELLANEOUS PROVISIONS

SECTION 1. SEPARATION FROM EMPLOYMENT

Upon separation from employment for discharge or in the case of a quit, the Township shall pay all money due to the employee at next payday following such separation.

SECTION 2. AMENDMENT

This Agreement contains the entire understanding between the parties and shall not be amended, changed, altered or qualified, except by an instrument in writing, duly signed by the parties hereto. The specific provisions of this Agreement are the sole source of rights, which the Union or any employee of the bargaining unit may charge the Township has violated in raising a grievance.

SECTION 3. ENTIRE AGREEMENT

This Agreement supersedes all previous agreements between the parties, constitutes the entire agreement between the parties and concludes all collective bargaining negotiations, except as may be mutually agreed hereafter in writing, for the term of this Agreement.

SECTION 4. DURATION

The term of the Agreement shall be for a period of three (3) years commencing on January 1, 2011 and terminating at midnight, December 31, 2013. This Agreement shall be considered self-renewing for yearly periods thereafter unless notice is given by either party to the other in writing to terminate this Agreement not less than sixty (60) days prior to the expiration date or any renewal thereof.

SECTION 5. SEVERABILITY

Should any part of this Agreement be held invalid by operation of law or by final order issued by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity such invalidation or temporary restraint shall not invalidate or affect the remaining portion hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Agreement, the parties shall, upon the written request of either party, meet within thirty (30) days after receipt of such request in an attempt to modify the invalidated provision (s) by good faith negotiations.

SECTION 4. ROAD LEADER IN CHARGE

A member who is specifically designated as the ROAD LEADER IN CHARGE shall be paid at the appropriate Road Leader pay per the pay rate schedule in this contract. Except as otherwise hereinafter provided in this Section, designation of and a member's entitlement to payment as the ROAD LEADER IN CHARGE shall be subject to the following conditions;

- A. The decision to designate a member as the ROAD LEADER IN CHARGE is within the sole and absolute discretion of the Board of Trustees and /or the Road Supervisor;
- B. The member must be specifically designated as the ROAD LEADER IN CHARGE for the entire shift, and the member must actually work as the ROAD LEADER IN CHARGE FOR THAT SHIFT;

- C. Probationary members and those members who are the subject of pending disciplinary action are ineligible for designation as the ROAD LEADER IN CHARGE (pending disciplinary action means that the member has been charged with a offense and is awaiting its disposition; is serving or is subject to serving a suspension; or is the subject of an ongoing internal investigation or complaint);**
- D. All supervisory personnel must be specifically designated as being off duty for the entire shift before a ROAD LEADER IN CHARGE may be designated for that shift;**
- E. There must be another member (other than supervisory personnel) present and on duty throughout the time during which a member is designated and acting as the ROAD LEADER IN CHARGE for that shift; and**
- F. Based upon the needs or interests of the Department or the public, the Road Supervisor or the Board of Trustees may, from time to time and in their sole and absolute discretion alter, revise, modify, or otherwise change any members' shift assignment in conjunction with a ROAD LEADER IN CHARGE designation regardless of any other provision in this Agreement.**
- G. It is understood that the use of any ROAD LEADER IN CHARGE designation is an appropriate subject of labor relations meetings, and the Local may also discuss such use directly with the Board of Trustees.**

Notwithstanding the foregoing conditions or any other provisions of this Agreement, the Board of Trustees may, from time to time and in their sole and absolute discretion, designate a member to act as the ROAD LEADER IN CHARGE for a specific and limited period of time under such conditions as the Board of Trustees may determine, which exercise of discretion on the part of the Board of Trustees is not grievable.

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SIGNATURE PAGE

**Duration: January 1, 2011 through
December 31, 2013**

The parties hereto have caused this Agreement to be executed as of this date:

31st day of March, 2011.

Franklin Township Board of Trustees:

Teamsters Local Union No. 413:

Timothy L. Guyton
Timothy Guyton, Trustee

Tony Jones
Tony Jones, President

Don Cook
Don Cook, Trustee

Chuck Schnell
Chuck Schnell, Secretary Treasurer

Paul Johnson
Paul Johnson, Trustee

Bud Raver
Bud Raver, Vice President

Lisa Morris
Lisa Morris, Fiscal Officer

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