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STATE EMPLOYMENT
RELATIONS BOARD

COLLECTIVE BARGAINING AGREEMENT

between

**THE DELHI TOWNSHIP ROAD
DEPARTMENT EMPLOYEES ASSOCIATION**

2011 FEB - 3 4: 24
STATE EMPLOYMENT
RELATIONS BOARD

And

**THE DELHI TOWNSHIP
BOARD OF TRUSTEES**

**EFFECTIVE OCTOBER 14, 2011
THROUGH DECEMBER 31, 2013**

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ARTICLE 1

RECOGNITION

SECTION 1.1: Delhi Township (hereinafter referred to as Employer or Township) hereby recognizes the Delhi Township Road Department Employees Association (hereinafter referred to as “Association”, “bargaining unit” or “employee”) as the collective bargaining agent with respect to wages, benefits, and other terms and conditions of employment for the following classifications of employees within the Public Works Department of Delhi Township: Service Worker, Mechanic and Custodian.

ARTICLE 2

ASSOCIATION MEMBERSHIP AND DUES DEDUCTION

SECTION 2.1: Both parties recognize and agree that membership in the Association is at the discretion of each individual employee. Employees in the classifications comprising the bargaining unit covered by this Agreement have the right to join, not to join, maintain, or drop their membership in the Association as they see fit. Neither party to this Agreement shall exert any pressure on any employee as regards such matters.

SECTION 2.2: The Employer agrees to deduct regular Association dues from each paycheck of any bargaining unit employee voluntarily signing a written authorization for dues deduction. The bargaining unit employee shall submit the authorization to the Employer or designee. The Employer shall forward a check for the amount of all dues deducted to the Association together with an itemized list of the employees for who dues deductions were made. Association funds shall be paid to the Association by the Employer once each pay period.

SECTION 2.3: The Association shall provide the Employer with written notice of no less than thirty (30) calendar days of any change in the amount of dues deduction.

SECTION 2.4: It is agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an employee arising from deductions made by the Employer hereunder.

Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

ARTICLE 3

NO STRIKE

SECTION 3.1: During the life of this Agreement or any extensions hereof, the Association, on behalf of its officers, representatives, and members, agrees that so long as this Agreement or any extensions hereof are in effect, there shall be no strikes (including sympathy, unfair labor practice, or economic), slowdowns, walkouts, refusal to perform assigned duties, sitdowns, picketing, boycotts, or any activities which interfere, directly or indirectly, with the operation of the Township. Any employee who is absent from work without permission, or abstains wholly or in part from the full performance of his/her duties in a normal manner without permission, on the date or dates when a strike occurs, shall be presumed to have engaged in such a strike on such date or dates.

SECTION 3.2: In the event any employee covered hereunder is engaged in any violation of this Article, the Association shall, upon notification by the Employer, immediately order such employee or employees to resume normal work activities and shall publicly denounce any violations of Article 3. The Association, its officers, representatives, and members and all other employees covered by this Agreement, shall not, in any way, directly or indirectly, authorize, assert, encourage, participate in, sanction, ratify, condone, or lend support to any strike or other activity in violation of this Article.

SECTION 3.3: Any strike or any other prohibited activity of the employees entered into or called for by the Association shall constitute a breach of this Agreement and abrogate the obligations of the Employer hereunder.

SECTION 3.4: The Township shall have the right to impose discipline up to and including discharge for any employee who, directly or indirectly, authorizes, asserts, encourages, participates in, sanctions, ratifies, condones, or lends support to any strike or other activity in violation of this Article.

ARTICLE 4

MANAGEMENT RIGHTS

SECTION 4.1: The Association recognizes the Township's exclusive right to manage its affairs and the Township retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitutions of the State Of Ohio and the United States. Further all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Township, including but without limiting the generality of the foregoing:

- A. The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency, and type of services to be rendered the determination, purchase, and control of the types and numbers of materials, machines, tools, and equipment to be used; the selection of the location, number, and type of its facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials, or methods of operation.
- B. The right to hire and set the starting rate of pay for new employees; to determine the starting and quitting time and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods, and clean-up times; and to determine the amount of supervision necessary, and the method or process by which work is performed.
- C. The right to contract, subcontract, and purchase any or all work, processes, or services, or the construction of new facilities or the improvement of existing facilities; to adopt, revise, and enforce working rules and carry out cost control and general improvement programs; and to establish, change, combine, or discontinue job classifications, and prescribe and assign job duties, content, and classification, and establish wage rates for any new or changed classification.
- D. The right to determine the existence or non-existence of facts which are the basis of management decision; to establish or continue policies, practices, or procedures for the conduct of the Public Works Department and its services to the citizens of Delhi Township, and, from time to time, to change or abolish such practices or procedures; the right to determine and, from time to time, redetermine the number, locations, and

relocations and types of its employees of Delhi Township; to determine the number of hours per day or week any operation of the Public Works Department may be carried on; to select and determine the number and types of employees required; to assign such work to such employees in accordance with the requirements determined by management authorities; to establish training programs and upgrading requirements for employees within the Department; to establish and change work schedules and assignments; to transfer, promote, or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other reasons; to determine the facts or lack of work or other reasons; to continue, alter, make, and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or take such measures as the Township may determine to be necessary for the orderly and efficient operation of the Public Works Department of Delhi Township, Ohio, provided, however, nothing herein shall prevent employees from presenting their grievances for an alleged violation of any Article or specific term of this Agreement.

SECTION 4.2: The parties further agree that the Management Rights as set forth in Section 4117.08 of the Ohio Revised Code are incorporated by reference and that the recitation of the above management rights herein does not make them subject to bargaining in the future.

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1: DEFINITION OF A GRIEVANCE: A grievance is a difference or dispute between the parties or an employee, concerning the application, meaning, or interpretation of the expressed terms of this Agreement, unless otherwise specifically excluded. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement.

SECTION 5.2: EMPLOYEE RIGHTS: In all grievance proceedings, the grievant has the right to represent himself or to be represented by the Association. A grievance proceeding to the arbitration process will be represented by the Association. If a grievant fails to comply with the time limits set forth herein, the grievance shall be considered withdrawn, and thereafter such grievance may not be presented for consideration or be made the basis for any action under this Agreement or otherwise. The time limits imposed

in this Agreement may be extended at any step by mutual written consent of the parties in that step. A grievant and appropriate witness shall be entitled to be present at any step of the grievance procedure and shall not lose any pay if scheduled to work as a result of necessary attendance at a meeting scheduled during work hours. If more than one grievant is involved in any meeting, one of the grievants or the Association can be the spokesperson.

SECTION 5.3: GRIEVANCE FORM: Written grievances shall contain the following information:

- A. A statement of the grievance and facts involved.
- B. The Article and Section of the Agreement allegedly violated.
- C. The remedy requested.
- D. The signature of the grievant and/or his/her representative.

SECTION 5.4: A grievance may be brought by any member of the bargaining unit or by the Association. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance, and shall so indicate that the grievance is a group grievance.

SECTION 5.5: A grievance may be brought by the Employer. An Employer generated grievance shall be delivered to the Association within five (5) working days of the date on which the grievance arose or which the Employer became aware of the grievance. The Employer and the Association shall meet as soon as possible and attempt to resolve the grievance. If the grievance can not be resolved the Employer may process the grievance to the Arbitration procedure set forth in this Article.

SECTION 5.6: DEFINITION OF "WORKING DAY": "Working Day" shall be defined as any weekday, Monday through Friday, excluding Holidays or any day that either the Public Works department or Township Administration department is scheduled to be closed for normal business.

SECTION 5.7: GRIEVANCE STEPS: Grievances involving the suspension or termination of a bargaining unit employee shall be processed directly to Step 4 of this procedure. All other grievances (except those described in Section 5.5 above), shall be handled in the following manner:

STEP ONE: The grievant or his/her representative shall present the facts in writing to his/her appropriate supervisor within five (5) working days from the date on which the grievance arose or which the grievant became aware of the grievance. The supervisor shall render a written decision within five (5) working days from the date on which the grievance was submitted, and present same to the grievant or his/her representative.

STEP TWO: If the grievance is not resolved in step one, the grievance shall be reduced to writing and presented to the appropriate department head. The department head shall render a written decision within five (5) working days from the receipt of the grievance.

STEP THREE: If the grievance remains unsettled, within five (5) working days of the department head's written decision, the grievant shall file a signed written description of the nature and details of the grievance with the Township Administrator or his/her designee. The written grievance shall include all the pertinent facts including exactly what transpired to lead to the lodging of the grievance, the individuals that were involved, and the circumstances surrounding the grievance. The Township Administrator/designee shall, within ten (10) working days, present the grievant with a written resolution of the grievance. The grievant may either accept the proposed resolution by signing it or appeal the grievance to Step Four.

STEP FOUR: ARBITRATION: A grievance unresolved at step three may be submitted to arbitration upon request of the Association in accordance with the provisions of Section 5.8 of this Article hereinafter set forth.

SECTION 5.8: The Association, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the Step 3 answer, the Association shall notify the Employer of its intent to seek arbitration over an unresolved grievance. The Association shall notify the Public Works Director or designee of its intent to seek arbitration over an unresolved grievance. The Association may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the thirty (30) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or representative(s).

- A. The arbitrator shall be selected in the following manner: The Arbitration and Mediation Service (AMS) shall be jointly requested to submit a panel list of nine (9) arbitrators who are members of the National Academy of Arbitrators from within 125 miles of Cincinnati. Beginning with the Association the parties shall alternately strike the names of the arbitrators until only one name remains. Either party may once reject the list and request from AMS another list of nine (9) names until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.
- B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his/her jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. The arbitrator shall limit his/her decisions strictly to the interpretation, application, or enforcement of specific Articles of the Agreement.
- C. The decision of the arbitrator shall be final and binding on the grievant, the Association, and the Employer. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.
- D. The fees and other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the Employer and the Delhi Township Road Department Employees Association. The fees and cost, if any, or any non-employee witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a court reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

SECTION 5.9: When an employee covered by this Agreement chooses to represent himself/herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such

grievance, the appropriate Association representative will be notified of his/her right to be present at the adjustment.

SECTION 5.10: The Association shall use a grievance form which shall provide the information outlined in Section 5.3 above. The Association shall have the responsibility for the duplication, distribution, and their own accounting of the grievance form.

ARTICLE 6

ASSOCIATION REPRESENTATIVE

SECTION 6.1: The Employer recognizes the right of the employees to elect one representative and one alternate each from the employees comprising the bargaining unit. The authority of the representative and alternate so elected by the employees shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances with a represented employee's supervisor, Public Works Director, or the Township Administrator in accordance with the provision of this Agreement.
- B. The transmission of such messages and information, which shall originate with, and are authorized by the Association or its officers, provided such messages and information,
 - 1. Have been reduced to writing, or
 - 2. If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to perform services, or any other interference with the Employer's business.

SECTION 6.2: The representative and alternate have no authority to take, encourage, or tolerate strike action, or any other action prohibited under Article 3, interrupting the Employer's business. The representative shall be permitted reasonable time to investigate, present, and process formal grievances on the Employer's property without the loss of pay during his/her regular working hours, provided that in each and every instance where such time is required, the length of time and the time period within the working hours shall be

agreed upon previously by the representative, the Public Works Director or designee. Every effort will be made to perform the above outside of regular working hours and in no event will it involve overtime.

ARTICLE 7

PROBATIONARY EMPLOYEES

SECTION 7.1: Each new employee shall be required to serve a probationary period of twelve months. Probationary employees work at the will of the Township, which means that they can be discharged for any reason on or before the completion of their probationary period. Upon satisfactory completion of the probationary period, an employee shall be given permanent status.

SECTION 7.2: The Township shall have the right to extend the probationary period by up to six months in its sole discretion. The Township must give the probationary employee thirty (30) calendar days written notice of the Township's decision to extend the probationary period

ARTICLE 8

PROMOTIONS

SECTION 8.1: When an employee is promoted to a position in a higher grade, his/her new salary shall be determined by the Board of Trustees. His/her new rate will depend upon the qualifications that he/she brings to the new job. Each newly promoted employee shall serve a probationary period of not less than six but not more than twelve months. If the employee fails said probationary period, he/she shall be returned to his/her former job classification without prejudice. If a new position is created, or a vacancy occurs within the Public Works Department, existing Public Works Department employees shall be notified of said position or vacancy and their ability to apply for such position or vacancy by a written notice posted at least five (5) days on a bulletin board to which all Public Works Department employees have access.

ARTICLE 9

DEMOTIONS

SECTION 9.1: When an employee is demoted to a lower classification position, he/she shall be paid at the established rate for the lower classification position.

ARTICLE 10

REALLOCATIONS

SECTION 10.1: When an employee's position is temporarily reallocated to a lower classification position for a period not to exceed one month, no change in his/her rate of pay shall occur. If the period is of a longer duration than one month, he/she shall be reclassified to the lower classification and be paid at a rate according to the qualifications he/she brings to these duties. The new rate shall be determined by the Board of Trustees, who shall consult with the Public Works Director prior to making any such determination.

SECTION 10.2: When an employee's position is temporarily reallocated to a higher classification position for a period not to exceed one month, no change in his/her rate of pay shall occur. If the period is of a longer duration than one month, he/she shall be reclassified to the higher classification and be paid at a rate according to the qualifications he/she brings to these duties. The new rate shall be determined by the Board of Trustees, who shall consult with the Public Works Director prior to making any such determination.

ARTICLE 11

REINSTATED EMPLOYEES

SECTION 11.1: A reinstated employee shall be paid at a salary rate within the approved salary range for the position in which he/she is reinstated as may be determined by the Board of Trustees.

ARTICLE 12

PART TIME OR SEASONAL EMPLOYEES

SECTION 12.1: When employment is on a part time or seasonal basis, only the proportionate part of the rate for the time actually employed shall be paid. Part time employment does not entitle an employee to holiday, vacation, sick leave benefits, insurance (except workers' compensation), or other benefits provided to full time employees.

ARTICLE 13

OVERTIME

SECTION 13.1: STANDARD WORK HOURS: The standard work period for all full time employees shall be 40 hours in a one week period. The regular work week shall consist of seven consecutive days beginning each Wednesday at 12:01 a.m. The standard work day shall consist of eight hours of work as determined by the Public Works Director or designee. This Article does not provide a guarantee of minimum hours.

SECTION 13.2: GRANTING OF OVERTIME: The authority to grant overtime shall be granted at the discretion of the Public Works Director or designee, provided that overtime compensation shall not be allowed except for:

- A. Work in excess of 40 hours worked in a work week (holidays, vacation, authorized compensatory time, and authorized sick leave will count as hours worked) or during non-regularly scheduled work hours.
- B. Work in excess of the standard work day.
- C. Work on a day for which an employee is scheduled off duty.

SECTION 13.3: Overtime compensation shall be allowed for work on a scheduled off day or in excess of the standard work period or the standard work day only if said work has the prior approval of the Public Works Director or of a supervisory employee to whom the Public Works Director or designee has delegated scheduling authority.

SECTION 13.4: EMERGENCY OVERTIME: No employee shall work in excess of 16 hours in a 24 hour period except in an emergency. An employee having worked 16 hours within a 24 hour period must be off duty for a minimum of 8 consecutive hours before being allowed to return to work except in an emergency. Emergencies shall be declared by the Public Works Director or designee and shall include (but not be limited to): clearing of ice and snow during the wintertime, utility failures, tornadoes, flooding, etc. Overtime compensation shall be monetary compensation at the rate of one and one half times the employee's regular hourly rate of pay that is in effect at the time overtime compensation is earned.

SECTION 13.5: COMPENSATORY TIME: If an employee works in excess of 8 hours in one day during a work week, the employee may be permitted to take time off equal to one and one half times the time worked over an 8 hour period, with the permission of the Public Works Director or designee. An employee may not accumulate, at any time, in excess of twenty four (24) hours of compensatory time. Compensatory time off may not be utilized for time periods less than one half (0.5) hour. Employees may not schedule compensatory time off during two (2) consecutive work days. Compensatory time off must be requested in the same manner as vacation days.

ARTICLE 14

CALL IN PAY

SECTION 14.1: Employees shall receive at least three (3) hours compensation when called in for any emergency.

ARTICLE 15

PERSONNEL EVALUATION

SECTION 15.1: Personnel evaluations shall take the form and be made in such a manner as prescribed by the Board of Trustees or their designee.

ARTICLE 16

DEFINITIONS

SECTION 16.1: Eliminated.

ARTICLE 17

ALLOWANCES

SECTION 17.1: Any legitimate expense allowance authorized by Resolution shall be in addition to regular salary and shall not be deducted from salary.

SECTION 17.2: Employees required to use their own vehicle (1) on official Township business or (2) for Township related travel, approved by the Board of Trustees as being in the best interests of the Township shall be reimbursed according to current IRS mileage reimbursement guidelines.

SECTION 17.3: Employees who travel (1) on official Township business or (2) for training or professional development purposes, approved by the Board Of Trustees or their designee as being in the best interest of the Township, shall be reimbursed for reasonable travel expenses, including air, rail, or bus fares, parking, lodging, and meals. The Board of Trustees or their designee may establish maximum reimbursable limits for travel expenses.

SECTION 17.4: The Township agrees to pay for any fees, exams, or license cost which are required for operation of Township commercial vehicles.

SECTION 17.5: The Board of Trustees, on an individual basis, will consider reimbursing any full time Township employees who take courses or training that directly relate to the performance of their duties. Each individual request for reimbursement must be in writing and show the institution offering the course, the title of the course or training, and a brief description of the course or training if not readily apparent in the title of such course. This request must be made and approved by the Board of Trustees before enrolling in the course. The Township will only reimburse an employee for such courses upon the successful completion of such course. Successful completion of a course is

defined as attaining a grade of C or better or a grade of satisfactory. Proof of such grade attainment must be provided to the Board before reimbursement is made.

SECTION 17.6: Moved to article 23.

ARTICLE 18

COMPASSIONATE, DEATH AND OTHER LEAVES

SECTION 18.1: Serious illness, disability, or death in the immediate family shall entitle an employee to use sick leave from scheduled work not to exceed three (3) days upon approval of the Public Works Director or designee. Relationships recognized and for which leave will be granted are: father, mother, wife, husband, parent-in-law, step-parent, child, step-child, brother, sister, aunt, uncle, grandparent, grandparent-in-law, grandchild, half-brother, half-sister, brother-in-law, or sister-in-law. Other relatives living in the same household shall be considered as family. The Public Works Director or designee may extend serious illness, disability, or death leave in other situations as he/she deems appropriate.

SECTION 18.2: Leave for jury duty shall be approved by the Board of Trustees with full pay provided the employee promptly returns to work when excused temporarily or permanently from the jury duty.

ARTICLE 19

VACATION

SECTION 19.1: It is the policy of Delhi Township that all full time regular employees accrue vacation time as follows:

<u>LENGTH OF SERVICE</u>	<u>NUMBER OF VACATION DAYS</u>
One (1) year but less than five (5) years	10 Days
Five (5) years but less than ten (10) years	15 Days
Ten (10) years but less than twenty (20) years	20 Days
More than twenty (20) years of service	25 Days

SECTION 19.2: All vacations will be based on the calendar year concept. An employee reaches one year status on the January 1 after their hiring date regardless of when he or

she was hired. If, however, an employee reaches six months status prior to his or her one year status, the employee would be eligible for one week vacation leave.

SECTION 19.3: All calculations of vacation time shall exclude legal holidays. The vacation will be extended one day for each paid holiday falling within the vacation period.

SECTION 19.4: Employees who substitute for other employees who earn a higher rate of pay receive vacation pay at their lower rate of pay. Employees who substitute for other employees who earn a lower rate of pay receive vacation pay at their higher rate of pay.

SECTION 19.5: EXAMPLE OF LENGTH OF SERVICE STATUS FOR VACATION COMPUTATION . For example, if an employee is hired in August, he or she shall reach the one year status on the following January 1st. The anniversary date for vacation calculation shall become the January 1st prior to hiring, for all employees hired subsequent to the effective date of this Agreement. The amount of vacation due each employee, according to the above formula, shall be credited to each employee on January 1st of each year.

SECTION 19.6: SICK DAYS IN EXCHANGE FOR VACATION DAYS . Sick days cannot be exchanged for vacation days. The effect of this is that employees are not able to extend their paid vacations beyond what the vacation policy stipulates by using sick time.

SECTION 19.7: POLICY ON VACATION TIME SELECTION . Vacation dates are selected within each department by the method chosen by the Public Works Director or designee. Qualifications on the basis of performance evaluations being equal, seniority shall govern in choosing vacation and personal days requests.

SECTION 19.8: POLICY ON EMPLOYEE TAKING VACATION PAY AND WORKING SIMULTANEOUSLY . It is the policy of the Township that employees cannot take their vacation pay and remain on the regular payroll for the purpose of receiving a double paycheck.

SECTION 19.9: VACATION CARRY OVER . The Township believes that all employees are better suited to the coming year's work if each and every employee has a change of activity and relaxation. For this reason, all employees are encouraged to take their

vacation each year in amounts equal to the credit earned in a year. Employees are permitted to carry over up to forty (40) hours of accrued vacation from one year to the next.

SECTION 19.10: TERMINAL VACATION PAY . Employees who resign or are discharged shall receive pay for the amount of unused vacation credit they have earned. Payment for unpaid vacation time shall be in the regular payroll period including the last date of employment with the Township or in the next following regular payroll if the payroll has already been processed at the point of notice of resignation or discharge.

ARTICLE 20

SICK LEAVE

SECTION 20.1:

- A. Full time permanent employees accrue sick leave at a rate of 4.615 hours per pay period. Unused sick leave shall be accumulative to a maximum of 2,400 hours for employees hired prior to October 14, 2011. All employees hired after that date shall accumulate a maximum of 2,080 hours of sick leave.
- B. Sick leave is attainable as earned. Sick leave is to be used as one hour of sick leave time for one hour of work missed. Upon use of sick leave after accumulating the maximum number of hours, the employee may reaccumulate the time back to the maximum number of hours.
- C. In order to qualify for benefit consideration, the employee's immediate supervisor must be notified on the first day of illness and should be kept informed of the employee's condition until his or her return to work.
- D. A physician's verification of illness may be requested at the discretion of the Public Works Director or designee. Employees must personally notify the Public Works Director or designee of their impending absence from work. The Township will advise the employee of the need for medical verification of an illness on the initial day of the call in, or at such other time that the Township believes medical verification is necessary.

SECTION 20.2: Sick leave credit can be used with the notification of the employee's immediate supervisor, in any of the following instances:

- A. Sickness or injury to the employee.
- B. Official quarantine for the duration of the quarantine.
- C. An employee who becomes sick and must be hospitalized while on vacation shall be allowed to charge the time to his or her sick leave if it is available.
- D. Pregnancy, childbirth, or other related medical condition of the employee.

SECTION 20.3: Upon retirement of an employee under the State of Ohio retirement system, an employee will be entitled to a payout of twenty (20) percent of his/her accrued sick leave. The rate of pay shall be the employee's then existing hourly rate. Unused sick leave will not be paid to an employee who is either resigning or being discharged.

SECTION 20.4: The Township and employees will comply with the Family and Medical Leave Act and Family and Medical Leave Act policies established by the Township.

ARTICLE 21

HOLIDAYS

SECTION 21.1: All Association members shall observe the following holidays and be granted a paid leave of absence therefor, provided the employee works the immediately preceding and following work day unless otherwise excused from work on either of these days by the Public Works Director or designee: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and the day after Christmas, and any day designated by the Governor of State of Ohio or the President of the United States as a state or national holiday, day of mourning, or the like which is intended to be observed by private sector and public sector employees generally rather than state or federal government employees specifically provided that the employee is a regular full time employee. Employees who resign or are discharged shall receive payment for all legal holidays up to the date of

termination. In addition to the nine holidays stated above each member of the Road Department Employees Association will also be granted one non-accumulating paid personal day each calendar year. It will be necessary to schedule the personal day in advance with the Public Works Director or designee.

SECTION 21.2: When any holiday falls on a Sunday, the Monday immediately following shall be observed. When any holiday falls on a Saturday, the Friday immediately preceding shall be so observed. This provision shall apply only to employees whose regularly scheduled off days are Saturday and Sunday.

ARTICLE 22

RESPONSIBILITY FOR ADMINISTRATION AND INTERPRETATION

SECTION 22.1: The Township Administrator or his/her designee shall be responsible for administering the pay plan for all positions. He shall be responsible for working out arrangements which will assure the administration of the plan for all employees on an equitable basis.

SECTION 22.2: The Township Administrator or his/her designee shall be responsible for interpreting the applications of the plan to pay problems which are not specifically covered by this Agreement using the principles expressed herein as a policy guide.

ARTICLE 23

HEALTH INSURANCE

SECTION 23.1: Health and dental care benefits as determined by the Board of Trustees shall be provided for each regular employee who is scheduled to work 40 hours per week on a regular basis.

SECTION 23.2: Bargaining unit employees will pay the same share of health and dental care premiums as all other non-organized Township employees pay.

SECTION 23.3: No monetary allowance shall be paid to an employee in lieu of direct payment of insurance premiums by the Township; eligible employees may elect to enroll

in the Township's group plan for health and dental care benefits but may not elect to receive monetary compensation in lieu of Township payment of insurance premiums.

ARTICLE 24

UNIFORMS

SECTION 24.1: Employees of the Public Works Department will be provided uniforms, including pants, two types of shirts, jackets, name and Delhi Township emblems. Three changes of uniforms, cleaning and maintenance, and replacement due to normal wear shall be provided. All of the above is at no cost to the employee. The colors shall be at the discretion of the Public Works Director or designee. If needed, the Township will supply each employee two pairs of work boots per year. The Public Works Director or designee shall have the authority to mandate the style and brands of boots. At his/her option, an employee may be supplied with one pair of coveralls in lieu of one of the pairs of boots.

ARTICLE 25

SEVERE WEATHER WORK POLICY

SECTION 25.1: The Public Works Director or designee will be responsible for determining work procedures to be followed to aid Association members from being overexposed to severe cold or otherwise inclement weather.

SECTION 25.2: In order to promote safety, the Public Works Director or designee shall have the authority to excuse employees from the remainder of their shifts due to anticipated severe weather. Employees so excused are expected to utilize this time to rest and prepare for the emergency overtime associated with severe weather. If an Employee is sent home for a mandatory rest period and is not called back to work by the Township before the start time of their next regularly scheduled workday, the Employee will not incur a loss of wages for the regularly scheduled hours not worked. If an Employee is sent home for a mandatory rest period and does not return when called back to work by the Township before the start time of their next regularly scheduled workday, the Employee will incur a loss of wages for the regularly scheduled hours not worked.

SECTION 25.3: All employees must be available for emergency overtime as determined by the Public Works Director or designee. In the event that an employee fails to show for an emergency overtime event and does not have an excusable absence, the employee will be subject to discipline, up to and including discharge.

ARTICLE 26

SENIORITY

SECTION 26.1: Seniority shall not be the governing factor in determining layoff of employees, except as specifically stated herein below. Layoff of employees shall be made in inverse order of a current rating of employees determined on the basis of performance evaluations or other pertinent data pertaining to service in the classification and in the department or other organizational unit involved in the layoff. If it is found that two or more persons in the organization unit in which layoff is to be made have equal ratings determined on the basis of performance evaluations or other pertinent data, the order of layoff in such cases of tie shall be in the inverse order of the employees' most recent full time hire date.

ARTICLE 27

WAGE INCREASES, JOB CLASSIFICATIONS, AND LONGEVITY PAY

SECTION 27.1: Effective on the first day of the pay period that includes the effective date of this Agreement, the pay levels for all bargaining unit employees shall be:

January, 2012

Classification	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years
Service Worker	\$17.03	\$18.33	\$19.37	\$20.41	\$21.21	\$21.75	\$22.49
Mechanic I	\$19.12	\$20.43	\$21.48	\$22.52	\$23.30	\$23.81	\$24.34
Mechanic II	\$21.61	\$22.93	\$23.97	\$24.99	\$25.78	\$26.30	\$26.83

January, 2013

Classification	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years
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Mechanic II	\$21.61	\$22.93	\$23.97	\$24.99	\$25.78	\$26.30	\$26.83

*Subject to reorganization/revision of job descriptions as determined by the Township.

SECTION 27.2: A Performance Incentive will be paid once each year to each member of the bargaining unit based on the performance rating index received by that respective member during the annual performance review process in accordance with the following schedule:

Performance Rating Index	Bonus as a Percentage of Salary
Less than 3.25	0.0%
3.25 through 3.50	0.5%
3.51 through 3.75	1.0%
3.76 through 4.00	1.5%
4.01 through 4.25	2.0%
4.26 and higher	2.5%

The criteria and weight factors to be used in the calculation of the Performance Rating Index will be at the sole discretion of, and subject to change by, the Public Works Director or designee. During the discussion phase of the current review period, each member of the bargaining unit will be furnished with their respective position's criteria and weight factors to be in effect for the following review period. Once these criteria and weight factors have been distributed to each member they will not be eligible for change until the end of the review period to which they apply.

SECTION 27.3: The Association agrees that the Performance Incentive in Section 27.2 will not be paid during the term of this contract. The Township agrees that Section 27.3 expires upon the expiration of this contract.

SECTION 27.4: The Township agrees to pay each employee who has at least twenty four (24) months of service with the Township a longevity pay amount equal to five dollars (\$5.00) per month for each month of service in excess of twenty four (24) months. The maximum limit paid will be one thousand five hundred dollars (\$1,500.00). Longevity pay shall be paid once each year on the last payday in June. Longevity pay will only be paid to employees who are still employed on the date of longevity pay distribution.

ARTICLE 28

DRUG AND ALCOHOL TESTING

SECTION 28.1: Employees possessing, or being considered for hire who need to possess a commercial driver's license shall submit to substance abuse testing as required by the U. S. Department of Transportation. Administration of this program shall be governed by the guidelines set up by the federal government.

ARTICLE 29

NON-DISCRIMINATION

SECTION 29.1: Neither the Township nor the Union shall interfere with the rights of employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status. The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit.

SECTION 29.2: Wherever the male gender is used in reference in this Agreement, it shall be construed to include male and female.

ARTICLE 30

SAVINGS CLAUSE

SECTION 30.1: This Agreement is subject to all future and existing applicable state laws and Township resolutions, and if any provision(s) contained herein is contrary to the above, such provision(s) herein contained shall automatically be terminated.

SECTION 30.2: Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific article, section, or portion of the Agreement. The parties will meet and discuss the abrogated provision. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 31

GENERAL PROVISIONS

SECTION 31.1: The Association and the Township acknowledge that during the negotiations which preceded this Agreement, each had the unlimited opportunity to make demands or proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the agreements arrived at by the Association and the Township after the exercise of such opportunity are all set forth in this Agreement. All other areas or matters are not part of this Agreement. Therefore, unless a written provision of this Agreement specifically requires otherwise, the Association and the Township each unqualifiedly waives the right and each agrees that the other shall not be obligated during the time period covered by this Agreement to negotiate with the other with respect to any subject or matter raised in said negotiations but not covered in this Agreement or with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, or with respect to any subject or matter not raised in negotiations, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time of the negotiations and/or the date this Agreement was executed.

SECTION 31.2: This Agreement is the entire agreement between the Association and the Township. It may be modified or amended during its term only as the result of a mutual voluntary action by each of the parties which has been reduced to writing and is signed by both the Association and the Township.

ARTICLE 32

EXPIRATION

SECTION 32.1: Unless otherwise provided herein, this Agreement shall become effective October 14, 2011, and shall remain in effect until the expiration of this Agreement at 11:59 PM on December 31, 2013.

SECTION 32.2: If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date

of this Agreement. Such notice shall be by certified mail with return receipt requested to the respective address in the section below.

SECTION 32.3: If either party desires to extend this Agreement for an additional ninety-one (91) calendar days, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested to the respective address below:

NOTICE TO THE BARGAINING UNIT:

Delhi Township Road Department Employees Association
665 Neeb Road
Cincinnati, OH 45238

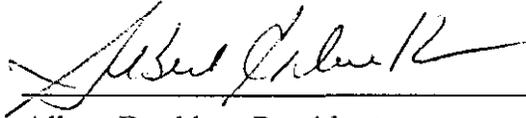
NOTICE TO THE TOWNSHIP:

Delhi Township Administrator
934 Neeb Road
Cincinnati, OH 45233

SECTION 32.4: Sections 13.2 through 13.5 and 27.1 through 27.3 shall be re-opened for 90 days prior to January 1, 2013 at the request of either party; which shall be made at least 30 days before the re-opener period. The re-opener shall not apply to any other Articles or Sections of this Agreement. The remainder of this Agreement shall remain in full force and effect.

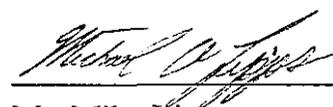
IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 28th day of December, 2011.

FOR THE DELHI TOWNSHIP
BOARD OF TRUSTEES



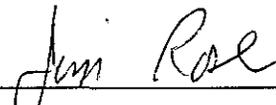
Albert Duebber, President

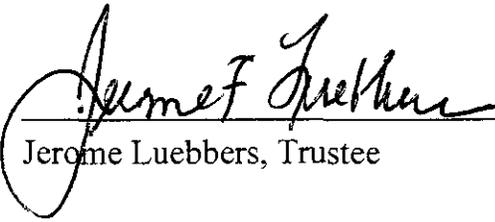
FOR THE DELHI TOWNSHIP ROAD
DEPARTMENT EMPLOYEES ASSOC.



Mr. Mike Lipps
Negotiating Team Member


Michael Davis, Vice President


Mr. Jim Rose
Negotiating Team Member


Jerome Luebbers, Trustee

APPROVED AND JOURNALIZED at a regularly scheduled meeting of the Delhi Township Board of Trustees on December 28, 2011 by Resolution Number 2011-226