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STATE EMPLOYMENT
RELATIONS BOARD

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HAND DELIVERED

AGREEMENT

BETWEEN

LIBERTY TOWNSHIP
DELAWARE COUNTY, OHIO

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO-CLC

JULY 1, 2012 THROUGH JUNE 30, 2015

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ARTICLE 1. AGREEMENT

Section 1. Agreement

This is an Agreement entered into by and between the Township of Liberty, Delaware County, Ohio (the "Township") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (the "Union").

Section 2. Purpose

This Agreement is made for the purposes of promoting cooperation and harmonious relations among the Township, the Union, and the bargaining unit members represented by the Union.

Section 3. Legal References

A. This Agreement has been negotiated by the parties in accordance with, and is subject to, the specifications and requirements of Ohio Revised Code Chapter 4117.

B. Should any part of this Agreement be held invalid or temporarily restrained, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or persons or circumstances other than those to whom or to which it has been held invalid or has been restrained.

C. Nothing contained in this Agreement shall alter or abridge, reduce, or affect any lawful authority of the Township or any Township official.

ARTICLE 2. RECOGNITION

Section 1. Recognition

The Township recognizes the Union as the sole and exclusive representative for all employees included in the bargaining unit described in Section 2 of this Article for the purpose of collective bargaining in matters relating to wages, hours, and terms and conditions of employment, only so long as the Township remains a "public employer" as that term is defined in Ohio Revised Code § 4117.01(B).

Section 2. Bargaining Unit

The bargaining unit employees (hereinafter sometimes referred to singularly as "Employee" and collectively as "Employees") shall include all full-time and regular part-time Employees of the Park, Road and Zoning Departments as specified in State Employment Relations Board Case No. 09-REP-05-0052.

Section 3. Exclusions

The positions of Zoning Inspector, Road Superintendent, Park Supervisor, Assistant Park Supervisor, and Right-of-Way Inspector are excluded from the bargaining unit. Also excluded from the bargaining unit shall be all management, confidential, fiduciary, supervisory, temporary, casual, and seasonal employees who do not meet the definition of a public employee under Ohio Revised Code Chapter 4117. In the event the Township creates a new position in the Park, Road or Zoning Departments and the parties cannot agree upon the inclusion or exclusion of the position, the Union and the Township shall retain rights to submit the issue to the State Employment Relations Board for its determination.

ARTICLE 3. TERMS AND CONDITIONS OF EMPLOYMENT

Section 1. Qualifications

As a condition of continued employment, each Member shall obtain, possess and maintain the minimum qualifications which may be required at the signing of this Agreement, or in the future, at the time of hiring for the Member's respective position including, but not limited to, a current, valid Ohio driver's license, proof of insurability under the Township's applicable liability insurance policy, and such other and/or additional certifications, licenses or qualifications and training as may from time to time be established and required for Members by federal law, rule or regulation and/or state law, rule or regulation, such as a valid Commercial Driver's License (CDL). Members whose job duties require it are required to maintain a current CDL. Upon suspension for failure to maintain the requisite CDL, in order to return to duty, the Member must possess a valid, current CDL. If a Member loses a certification required of a particular position while in the employment of the Township, the Member shall bear the costs to obtain the requisite certification card in order to return to a position requiring that certification, and the Township shall bear no financial responsibility for those expenditures. Members shall be solely responsible to maintain and renew certifications. In order to confirm the ongoing validity of the Ohio driver's license and insurability, the Township reserves the right to examine the licensing status and driving record of each Member every year, and the Members shall assist in this examination or sign any authorization which might be necessary to complete the examination.

Section 2. Suspended Licenses or Certification

Temporary or administrative license suspensions shall not constitute the failure to maintain minimum qualifications under this Article. For purposes of this Article, a temporary or administrative suspension of a driver's license or CDL is thirty (30) days or less. The Administrator reserves the right, in his sole and absolute discretion, to extend the time periods set forth as the maximum limit of a temporary certification.

Section 3. Revocation of Licenses or Certification

Revocations are to be distinguished from temporary suspensions. All revocations or suspensions of licenses, which suspensions are not temporary under Section 2 of this Article, are deemed a revocation, shall constitute a failure to maintain licenses or certifications, and shall be grounds for discipline. Loss of insurability under the applicable Township liability policy shall constitute grounds for discipline at the discretion of the Administrator.

ARTICLE 4. NON-DISCRIMINATION

Section 1. Township Pledge

The Township agrees not to interfere with the rights of bargaining unit Employees to become members of the Union, and the Township shall not discriminate, interfere with, restrain or coerce any Employee because of Union membership or because of any activity performed in an official capacity on behalf of the Union.

Section 2. Union Pledge

The Union recognizes its responsibility as bargaining agent and agrees to equally and fairly represent each and all Employees of the bargaining unit without discrimination, interference, restraint, or coercion. The Union agrees not to interfere with rights of Employees to refrain from or resign membership in the Union and the Union shall not discriminate, interfere with, restrain, or coerce any Employee exercising the right to abstain from membership in the Union or involvement in Union activities. In the event the Union fails to fulfill its duty of fair representation set forth in this Section 2, an Employee's sole remedy will be through the State Employment Relations Board.

Section 3. Joint Pledge

As provided by law, neither the Township nor the Union will discriminate unlawfully against any Employee on the basis of age, sex, race, color, creed, disability, religion, or national origin.

ARTICLE 5. MANAGEMENT RIGHTS

Section 1. Reservation of Rights

Unless otherwise agreed and set forth in this Agreement, the Township shall retain all rights imposed upon it by law to carry out the administration of government and management of the Township. The right to manage shall include, but not be limited to, the right to:

A. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

B. direct, supervise, evaluate, or hire employees;

C. maintain and improve the efficiency and effectiveness of governmental operations;

D. determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

E. suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

F. determine the adequacy of the workforce;

G. determine the overall mission of the employer as a unit of government;

H. effectively manage the workforce;

I. take actions to carry out the mission of the public employer as a governmental unit.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and by applicable law including, but not limited to, Ohio Revised Code Chapter 4117.

Section 2. Work Rules

The Union recognizes and agrees that the Township has the right and authority to promulgate reasonable rules and regulations, revise and/or enforce rules and regulations governing the operations of the Departments and the conduct of Department personnel, so long as the establishment or enforcement does not violate this Agreement or Ohio Revised Code Chapter 4117. The Union may make recommendations to the Township with respect to such matters through the Labor Relations Committee.

Section 3. Posting

The Township will not make changes in rules, regulations, or working conditions which, if violated, might result in disciplinary actions without first posting such changes or additions on the bulletin board fourteen (14) consecutive days before the effective date of the change.

ARTICLE 6. (RESERVED)

ARTICLE 7. DISCIPLINE

Section 1. Status and Termination of Employment

After completion of an Employee's initial probationary period or promotional probationary period, an Employee shall not be subject to disciplinary action resulting in reprimand, suspension, reduction in pay and position, or removal except for just cause as outlined in this Agreement. Oral or written reprimands, probationary terminations, and probationary demotions shall not be subject to, or give rise to, a grievance or arbitration. Before the imposition of any reduction in pay, suspension without pay, or removal becomes necessary, the Township or its representative shall hold a conference with the Employee to give the Employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain his behavior. The Employee has the right to be accompanied at the conference by one representative of his own choosing. The Township and the Union agree that if the Township intends to have legal counsel present, they will notify the Union within a reasonable amount of time so that the Union may also have legal counsel present, in addition to the representative. The conference will be scheduled as promptly as possible by the Township. The Township may tape-record the conference, as may the Employee or his representative. If the Township determines that the Employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, the Township may place the Employee on administrative leave with pay pending the conference to determine final disciplinary action, if any.

Section 2. Progressive Discipline

Ordinarily, the first instance of misconduct by the Employee may result in an oral reprimand from the Supervisor or the Administrator. Further misconduct may result in a written reprimand by the Supervisor or the Administrator. Further misconduct may result in suspension without pay, demotion, or reduction in pay imposed by the Township. The Administrator shall have the authority to suspend Employees without pay for a period of time up to thirty (30) days on account of behavior which the Administrator, in the exercise of his discretion, deems sufficiently serious to warrant such discipline. Suspensions by the Administrator may be the subject of a grievance under Article 7. Further misconduct thereafter may result in removal by the Township.

Section 3. Township Reserves Discretion

The progressive disciplinary steps outlined herein are not designed to cover, and cannot be followed in, every situation. Certain offenses are serious enough to warrant immediate removal without regard to previous reprimands or discipline. The Township reserves the right and discretion to remove any Employee for offenses which are deemed serious enough to warrant such action. Such offenses include, but shall not be

limited to, those set forth in the Department Policy in effect at the time the offense is committed.

Section 4. Personnel Records

Employees will have reasonable access to their official personnel files during normal working hours, so long as the operations of the Department are not unduly disrupted. There will be no other files kept for information regarding an Employee's work performance except files containing confidential medical or health related information. This provision shall not be interpreted to prohibit supervisors from making contemporaneous notes regarding the work performed by subordinates.

Section 5. Disciplinary Records

Written records of oral or written reprimands may not be considered for purposes of determining appropriate levels of discipline upon the expiration of two (2) years after the occurrence unless there is intervening misconduct documented thereafter. Records of suspension may not be considered for purposes of determining appropriate levels of discipline upon the expiration of three (3) years after the occurrence unless there is intervening misconduct documented thereafter. Records of discharge will be permanent, as are evaluations.

ARTICLE 8. GRIEVANCE PROCEDURE

Section 1. Definition of Grievance

A grievance is an allegation by a Member or Members that there has been a breach of a provision of this Agreement.

Section 2. Qualifications

A grievance may be initiated by an aggrieved Member, by the Union as the exclusive representative of the bargaining unit in order to enforce its rights under this Agreement, or by an aggrieved Member on behalf of such Member and group of Members who are affected by the same act or condition giving rise to the grievance in the same or similar manner. A Member shall have the right to present grievances and have them adjusted with or without the intervention of the Union. In no case will the Township intentionally award a grievance pursued solely by a Member which will violate or be inconsistent with a provision of this Agreement.

Section 3. Jurisdiction

A. This procedure shall be the sole and exclusive remedy for grievances. This procedure shall not apply to oral or written reprimands, probationary demotions, or probationary terminations.

B. It is the intention of the Township and the Union that all time limits in the grievance process be met to the end of encouraging thoughtful responses at each Step. The time limits at any Step may be extended upon mutual written agreement signed by the parties. In the absence of such an extension, the grievant may, if a response is not forthcoming within the time limits specified, advance the grievance to the next sequential Step within the applicable time frame, as any grievance not processed within the appropriate time frame shall be deemed resolved in favor of management.

C. All grievances should be set forth in writing which should contain the following:

1. A short and plain statement of the nature of the grievance;

2. The facts giving rise to the grievance;

3. The articles and sections of the Agreement allegedly violated;

4. The relief being sought; and

5. The names of all Members who are affected by the grievance.

D. For the purpose of computing the response time at Step Two, Step Three, and Step Four, the term "day" shall mean calendar days, excepting therefrom Saturdays, Sundays, and those legal holidays listed in Article 19 hereof. For all other Steps, the term "day" shall mean (and include) all calendar days. When an action is required to be performed within a specified period of time, the first day shall be excluded and the last day included.

E. The Member shall retain the right to be represented by the Union during a grievance. At any step of this grievance procedure, the grievant may elect to proceed with or without a representative of the Union. Should the grievant wish to be represented, he must indicate that election affirmatively at any point in the grievance procedure, provided such election does not result in an undue delay of the proceedings, nor necessitate a rescheduling of a grievance step meeting/hearing.

F. A grievance may be withdrawn by the Member at any stage of this procedure by the grievant's execution of a written statement to that effect.

G. In the event a Member initiates a legal proceeding instead of accessing the grievance procedure for violations of this Agreement, the affected Member shall thereafter be precluded from pursuing such claim through this grievance procedure.

Section 4. Grievance Steps

The following are the implementation Steps and procedures for the handling of grievances:

A. Step One.

A grievant having an individual grievance shall submit the grievance verbally or in writing to his immediate supervisor within fourteen (14) days after the events or knowledge of the events giving rise to the grievance occurred. Within seven (7) days after receipt of the grievance, the supervisor shall respond to the grievance.

B. Step Two.

1. If the Member is dissatisfied with the response at Step One, he may process the grievance to the Department Head by delivering a copy of the grievance and the written responses at the prior Step to the Department Head or his designee within seven (7) days after receiving the Step Two reply.

2. The Department Head or his representative shall have fourteen (14) days in which to schedule a meeting with the grievant and the Union.

3. Within seven (7) days after the meeting, the Department Head or his representative shall submit to the grievant and the Union a written response to the grievance.

C. Step Three.

1. If the Member is dissatisfied with the response at Step Two, he may process the grievance to the Township Administrator by delivering a copy of the grievance and the written response at the prior Steps to the Township Administrator within seven (7) days after his receipt of the Department Head's written response.

2. The Township Administrator shall have seven (7) days to schedule a meeting with the grievant and the Union if the grievant has secured its assistance. Within seven (7) days after the meeting, the Township Administrator shall deliver to grievant a written response to the grievance.

D. Step Four.

1. If the Member is dissatisfied with the response at Step Three, he may process the grievance to the Board of Trustees by delivering a copy of the grievance and the written response at the prior Steps to the Board of Trustees within seven (7) days after his receipt of the Township Administrator's written response.

2. The Board of Trustees shall have twenty-one (21) days to schedule a meeting with the grievant and the Union if the grievant has secured its assistance, Within fourteen (14) days after the meeting, the Board of Trustees shall deliver to grievant a written response to the grievance.

E. Step Five.

1. If the grievance is not satisfactorily resolved to the satisfaction of the Member in Step Four, the Union may make a written request that the grievance be submitted to binding arbitration. A request for arbitration must be submitted to the Board of Trustees within ten (10) days following the date of the Board of Trustees' written response. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step Four reply.

2. Upon receipt of a request for arbitration, the Township and the Union shall, within fourteen (14) 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 ten (10) 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. A coin toss shall determine the order in which the names are to be stricken and the party winning the coin toss 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. 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.

3. 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. The arbitrator shall hold the arbitration hearing promptly and issue a decision within a reasonable time thereafter. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall limit the decision strictly to the specific Articles and/or Sections of this Agreement alleged to be breached. The arbitrator shall expressly confine the decision to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. 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 nonarbitrable or beyond the arbitrator's jurisdiction. Accordingly, 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 within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator and, if practicable, on the same day that the question of arbitrability is finally decided by the arbitrator. The decision of the arbitrator shall be final and binding. The cost involved to obtain the list of arbitrators and the rent, if any, of the hearing room shall be borne equally by each party. The expense of any non-employee witness shall be borne, if at all, by the party calling them. The fee of the court reporter shall be paid by the party requesting the same; provided, however, that such fee shall be split equally if both parties desire a reporter or request a copy of a transcript. All costs directly related to the services of the arbitrator shall be borne equally by each party. The Township shall not be responsible for or incur any overtime expenses as a result of this Article.

ARTICLE 9. PROBATIONARY PERIODS

Section 1. Probationary Period

Newly hired full-time Employees will begin employment effective as a 40-hour work week employee. The Employee will serve a six-month (180-day) probationary period, during which time the Employee shall serve at the pleasure of the Township as an at-will employee, subject to termination with or without cause. Following the satisfactory completion of the entire six-month (180-day) probationary period, the Employee shall only be subject to termination as described in this Agreement. The Township shall be the sole authority empowered to determine whether or not the Employee has completed his probationary period in a satisfactory manner, and shall provide notice to the Employee, in writing, if the probationary period has not been satisfactorily completed prior to the expiration of the six-month period. Notification shall be transmitted by certified United States mail or other suitable means, including regular mail or personal delivery. Notice shall be deemed effective as of the date of mailing or attempted transmittal. If an Employee moves from part-time status to full-time status in the same capacity, the part-time service will apply to reduce the probationary period one day for each day of part-time service.

Section 2. Probationary Termination

An Employee can be terminated by the Township, with or without cause, at any time following his employment, prior to the expiration of the six-month (180-day) probationary period. Further, the Employee recognizes and acknowledges that during the time he serves in this six-month (180-day) probationary period, and upon termination by the Township, he shall have no recourse to contest the termination and discharge or to pursue other rights of appeal provided to permanent full-time Employees in this Agreement, including the right to initiate and pursue a complaint concerning the termination and discharge through the Grievance Procedure set forth at Article 8.

Section 3. Promotional Probationary Period

On the occasion, if ever, that the Employee may be promoted to a higher position or classification, the Employee shall be required to successfully complete a six-month (180-day) promotional probationary period in the Employee's newly appointed position. The probationary period for the newly promoted Employee shall begin on the effective date of the promotion. If service at any point during this time is deemed unsatisfactory, the Employee, subject to the promotional probationary period, may, at the Township's option, be notified he will be returned to the Employee's former position and salary, with full credit for service during the promotional probationary period. The notice to the Employee for promotional probationary reduction shall state the reason for the reduction. In the event of timely notice and the enunciation of a nondiscriminatory reason for the promotional reduction, the Employee shall have no recourse to contest the promotional probationary reduction and resultant demotion, including the right to

pursue a complaint through the Grievance Procedure set forth at Article 8. This section shall not apply to an Employee who moves from part-time to full-time status in the same capacity.

ARTICLE 10. LAYOFF, ABOLISHMENT AND RECALL

Section 1. Notification to Union

In case the layoff of Employees is anticipated, the Township shall notify the Union thirty (30) days prior to the impending layoff. The Township and the Union shall meet to negotiate the effects and possible alternatives of the layoffs.

Section 2. Layoffs Rationale

Layoffs may result from lack of funds or the abolishment of positions. A lack of funds means the Township has a current or projected deficiency of funding to maintain current, or to sustain projected, levels of staffing and operations. The Township shall not be required to transfer any monies from funds other than the Road and Bridge Fund in the case of the Street Department, or the General Fund in the case of the Zoning and Parks Departments, or any other applicable fund, in order to offset a projected deficiency in the applicable fund. An abolishment results from the permanent deletion of a position or positions due to lack of continued need for the position. The rationale for an abolishment may include reorganization for the efficient operation of the appointing authority, reasons of economy, and lack of work.

Section 3. Layoff Notice

Affected Employees shall receive notice thirty (30) calendar days prior to the effective day of layoff. The notice shall specify the rationale for the layoff.

Section 4. Layoff Order

Layoffs will occur by laying off the least senior Employee in each designated Department category or classification first.

Section 5. 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. In order to remain eligible for recall, the Employees must maintain the licenses, certifications, and other minimal eligibility criteria for ongoing employment.

Section 6. Notice of Recall

Notice of recall shall be sent to the Employee by certified mail 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. It shall remain the Employee's obligation to notify the Township of any change of address. In order to preserve his rights to reinstatement, the Employee must notify the Administrator, in writing, of his intention to return to duty. The notification of the intention to return to duty must be received by the Administrator not later than twenty-one (21) days after Notice of Recall is transmitted.

Section 7. Effect of Recall

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 service credit for time spent in layoff and shall accrue no sick leave, vacation, or other benefit leaves during the layoff. An Employee who is recalled from layoff during the duration of the recall list shall return to the step commensurate with the Employee's years of service, provided that no Employee shall be entitled to return to such Employee's former position or classification. If, during the two (2) year duration of the recall list, an Employee is recalled to a position or classification lower than that previously held at the time of the layoff, then should the Employee's former position or classification be reestablished and become available during the two (2) year duration of the recall list, such Employee shall be entitled to appointment to that position or classification. If a position or classification is reestablished and becomes available and there is more than one Employee who previously held such position or classification, then the appointment shall be based upon seniority in that position or classification; provided, however, that ties in seniority within a position or classification will be broken based upon total seniority in the respective Liberty Township department. In all cases, an Employee's right to appointment to any position shall expire upon the expiration of the recall list. Furthermore, this right of appointment shall not be construed as a requirement on the part of the Township to reestablish any position or as a limitation of the Township's right to determine that adequacy of the workforce and the organizational structure of the applicable departments.

Section 8. Seniority

For purposes of this Article, seniority shall be computed on the basis of uninterrupted length of continuous active service as a regular full-time or part-time Employee. Continuous service shall be deemed broken when an Employee resigns, retires, is on unpaid leave of absence, is on disability, or is discharged. Ties in seniority with other Employees shall be resolved by listing Employees' last names in alphabetical order beginning with the letter "A." The seniority of Employees established at the time this Agreement is executed is reflected on Exhibit A, attached and incorporated herein. Employees hired after the signing of this Agreement shall be added to the list upon the successful completion of their probationary period following their hire. Seniority for Employees who move from part-time to full-time status shall be established as of the date full-time service begins.

ARTICLE 11. LABOR RELATIONS MEETING

Section 1. Labor Relations Meetings

The Township and the Union recognize the benefit of exploration and the study of current and potential issues which may affect the standard of services to be provided by the Zoning, Parks, and Street Departments. Accordingly, the parties agree to establish a Labor Relations Committee to discuss approaches and possible solutions to matters of mutual concern. By mutual agreement, any relevant topic may be considered at these discussions.

Section 2. Labor Relations Committee

There is hereby established a Labor Relations Committee which shall consist of one (1) Trustee or their respective representative, together with a Department Head and the Township Administrator, for a total of not more than three (3) representatives, and three (3) bargaining unit Members. The Committee may meet quarterly upon the call of either party and at any other time as the parties may mutually agree.

Section 3. Authority

The Committee's authority shall be limited to discussion, exploration and study of subjects covered under this collective bargaining agreement, including, but not limited to, safety, physical fitness and health, together with such other issues mutually agreed to between the parties. The Committee shall have no authority to bargain for the Union and the Township, or to modify, add to, or delete the provisions of this Agreement, and discussions of the Committee shall not be construed as bargaining sessions. To the extent that mutual agreement may be reached, the Committee may endeavor to find ways of accomplishing joint objectives consistent with the provisions of this Agreement, or may recommend to the Union and the Township that changes be made in the Agreement by mutual accord in writing.

ARTICLE 12. COMPENSATION

Section 1. Compensation

The hourly wage paid to the Employee for all services performed by him or her during calendar year 2012 and thereafter is set forth in the table attached hereto as Exhibit B. Such wages shall be paid on a bi-weekly basis, in accordance with the regular payroll of Township Employees. Such compensation shall be subject to withholding for federal, state, and local income taxes, and such other taxes and charges as may be subject to withholding from Employee wages, and further subject to the withholding required for union or fair share dues, pension contributions, and further subject to withholding for any other deductions or charges as may from time to time be authorized or requested in writing by the Employee and agreed to by the Board. At successive two-year intervals of the Employee's date of hire, the Employee shall receive the next higher step, if available, allowed under the pay schedule attached hereto as Exhibit B. Provided, however, that the next higher step shall not be received until an entire pay period is worked following the anniversary date. The Employees will remain in their current step until the two-year intervals of the anniversary date.

Section 2. Evaluation and Merit Step Acceleration

Employees' work performance will be reviewed by their immediate supervisors and the Administrator once each calendar year. The review will be recorded in an employee performance evaluation, which will include the expectation that Employees come to work. In the event an Employee receives excellent or exemplary performance reviews from both the immediate supervisor and the Administrator, the Employee's progression through the two-year interval between steps shall be accelerated. If the excellent evaluation is received during the first year of the two-year step cycle, the Employee shall receive a step increase upon the next anniversary date of employment. If the Employee receives the excellent evaluation in the second year of the two-year cycle, the Employee shall receive the next step increase in pay effective the first complete pay period served after the completion of the evaluations. In the event of acceleration, the next two-year step period will begin immediately upon the Employee receiving the step increase.

ARTICLE 13. OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM (OPERS)

Section 1. OPERS Contribution

Unless exempted by applicable law, the Employee shall be eligible for participation in the OPERS. The Township shall pay the current total of the Employee's ten percent (10%) contribution to the fund. This shall be referred to as the "pick-up" portion. This pick-up is through the fringe benefit pick-up method and any future increase in the Employee contribution mandated by the OPERS shall be paid by the Employee. The provisions of the pick-up plan shall apply uniformly to all Employees and no Employee shall have the option to elect a wage increase or other benefit in lieu of payment provided.

Section 2. "Pick-Up" Not Salary

The sums proposed to be paid by the Township on behalf of the Employee are not to be considered additional salary or wages and are not to be considered additional or increased compensation. For purposes of computing the Employee's earnings or contribution to the fund, the amount paid by the Township on behalf of the Employee shall be considered as having been paid by the Employee. The parties agree the Employee's salary for purposes of (1) determining the contribution base for contributions to the fund, and (2) determining sick leave, severance, vacation, disability and/or other benefits which are determined by reference to the Employee's rate of pay shall consist of only the Employee's cash salary, without regard to the amount of contribution to the fund paid by the Township in lieu of payment by the Employee, pursuant to the provisions hereof.

Section 3. Employee Bears Liability

The Employee acknowledges that the Township cannot guaranty OPERS or any accounts held thereunder from loss or depreciation, nor is payment guaranteed to any person. To the fullest extent permitted by law, all determinations and interpretations relating to the OPERS, including, but not limited to, those dealing with eligibility and contributions, shall be made by the Board of Trustees of Liberty Township, whose decision shall be final. Furthermore, the Township cannot grant any assurances or guarantees that favorable tax treatment of the "pick-up" plan will be extended by the Internal Revenue Service. The Employee bears any and all legal and financial liability and responsibility for treatment of the "pick-up" plan by the Internal Revenue Service.

ARTICLE 14. WORK HOURS AND OVERTIME

Section 1. Work Hours and Overtime

The Township may from time to time establish the regularly scheduled work hours and work periods for Employees and will calculate all work periods and overtime in accordance with the Fair Labor Standards Act unless otherwise noted. The pay period is established as to every fourteen (14) days. The work hours for the Employee shall be as follows:

(1) The regular work schedule for the Employee will be arranged by the Administrator and the Department Head so that the normally scheduled work week averages forty (40) hours per week and eight (8) hours per day.

(2) Employees shall be compensated at the hourly rate set forth in Article 12, Compensation, for all hours actually worked. For all hours actually worked in excess of forty (40) hours per week, the Employee shall be compensated at the rate of one and one-half (1½) times the hourly rate. The term "hours actually worked" shall not include hours for which the Employee receives compensatory time payment, sick leave payment, or vacation. The term "hours actually worked" shall also include all hours expended in training required by the Township, and any time during which an Employee takes a test for purposes of securing CDL certification.

The Employee shall not be paid overtime for work which has not first been authorized by the Administrator or his Department Head, nor shall the Employee receive compensatory ("comp") time in lieu of overtime for such unauthorized work.

Section 2. Temporary Work Assignment

Any Employee who is assigned by the Administrator, or his Supervisor, to perform duties normally performed by an Employee in another job description than he presently holds shall be paid at the hourly rate of pay for the job actually performed for the number of hours required or assigned. An Employee so acting must work at a minimum of eight (8) continuous hours in any single out of class pay assignment in such position to qualify for this pay.

Section 3. Recall

Whenever the Employee is called back to work by the Administrator, or an appropriate officer, on hours not abutting the Employee's regular shift hours, the Employee shall be paid or credited with a minimum of two (2) hours actually worked at the hourly rate of pay. This minimum call-in guarantee shall be paid at the Employee's overtime rate.

Section 4. No Duplication or Pyramiding

There shall be no duplication or pyramiding in the computation of overtime or other premium payment. Nothing in this Agreement shall be construed to require the payment of overtime and/or other premium paid more than once for the same hours worked and/or credited.

Section 5. Shifts

For 40 hour employees, the normal work day consists of eight (8) hour shifts plus a one-half (½) hour unpaid lunch break. The Parks Department Supervisor may establish the time for each shift to begin and end. Employees shall be entitled to one 15-minute paid break during the morning hours, and one 15-minute paid break during the afternoon hours.

A. Zoning Department. The normal work day for Zoning Department Employees is from 8:00 a.m. through 5:00 p.m., Monday through Friday, with a 15-minute break in the morning, a one hour non-paid lunch hour, and a 15-minute break in the afternoon.

B. Road Department. The normal work day for Road Department Employees is 7:30 a.m. through 4:00 p.m., Monday through Friday, with a one-half (½) hour unpaid lunch break, and one 15-minute break in the morning hours, and one 15-minute break in the afternoon hours.

C. Parks Department. The normal work day for first shift Parks Department Employees is from 7:30 a.m. in the morning through 4:00 p.m. in the afternoon, for five consecutive days Monday through Friday, with a 15-minute break in the morning hours, a one-half (½) hour unpaid lunch break, and a 15-minute break in the afternoon hours. There shall be no shift differential pay if the Employee's forty (40) hour shift assignment includes Saturday or Sunday work hours. There are also scheduled hours on Saturday and Sunday which may entitle the Employee to overtime if the Employee meets the hours actually worked threshold of forty (40) hours in a work week, as set forth in Section 1 of this Article. The normal work day for second shift Parks Department Employees will be flexible to align with time of dusk/sunset but, generally speaking, is from 11:30 a.m. to 8:00 p.m., Monday through Friday, with a 15-minute break in the early afternoon, a one-half (½) hour unpaid lunch break, and a 15-minute break in the late afternoon.

Section 6. Seasonal Hours

From time to time as the customary demands of the Department might require, the Parks Department Supervisor may provide a seasonal work schedule to best utilize staffing needs. The schedule will be based upon an eight (8) hour work day and forty (40) hour work week.

ARTICLE 15. COMPENSATORY TIME

Section 1. Compensatory Time

In lieu of payment for overtime worked, the Employee may elect to receive compensatory time off in accordance with the Fair Labor Standards Act and the regulations promulgated thereunder by the Department of Labor

Section 2. Carryover

The Employee may accumulate up to two hundred forty (240) hours of compensatory time and may carryover from year to year not more than the maximum of one hundred twenty (120) hours of compensatory time (since compensatory time is accumulated at time and one-half (1½), this represents eighty (80) hours of actual overtime), and any overtime worked by an Employee who has accumulated two hundred forty (240) hours of compensatory time to his credit must be paid to the Employee at the next regular pay period, at time and one-half (1½), the hourly rate in effect at the time of payment. In the event an Employee has accrued to his credit at year-end compensatory time in excess of one hundred twenty (120) hours, the balance of hours in excess of one hundred twenty (120) hours will be paid out in the next regular payroll.

Section 3. Payment Upon Termination

If the Employee has accrued compensatory time off, he/she shall, on termination of employment for any reason, be paid the unused compensatory time at the hourly rate earned by the Employee at the time of separation from employment.

Section 4. Written Acknowledgement

Should the Employee wish to receive compensatory time off in lieu of overtime, he must execute a written acknowledgement and request and deliver the same to the Administrator prior to the time worked for which compensatory time is to accrue.

Section 5. Duplication, Pyramiding, and Recall

The prohibitions against duplication and pyramiding, and the limitations to recall time set forth in Article 14, shall apply to Compensatory Time Calculation as well.

Section 6. "Year" as Applied in This Article

As used in this Article, the term "Year" shall be understood to refer to the twelve (12) month period ending November 30 for Street Department Employees and the

twelve (12) month period ending December 31 for the remainder of the bargaining unit Employees.

ARTICLE 16. LONGEVITY

Section 1. Longevity

The Employee shall receive a longevity incentive based upon the Employee's number of continuous years of active service with Liberty Township as a full-time Employee, which incentive shall be paid in the following manner:

(A) After the fifth anniversary of the date of full-time employment with Liberty Township, the Employee shall be eligible to receive an annual longevity incentive in the amount of Three Hundred Dollars ($300.00), plus Fifty Dollars ($50.00) per year for additional years completed following the fifth anniversary.

(B) The Employee will receive his longevity incentive, evidenced by separate receipt from normal payroll, on the first pay following the anniversary date of each Employee. The Township shall make deductions required by federal and state tax regulations. Payment shall be based upon the completed years of continuous active service as a full-time Employee of Liberty Township as of the time of payment.

ARTICLE 17. UNIFORMS

Section 1. Uniforms

Except as may otherwise be provided from time to time by the Township in its sole and absolute discretion, the full-time Employees shall be entitled to receive the same uniform, equipment, and clothing allowance benefits as those provided other full-time Employees in the Township Park or Street Department.

Section 2. Street Department

Upon being hired, and every year thereafter, each Employee in the Street Department will be issued the following equipment:

5 summer outfits: 5 t-shirts; 5 trousers
3 winter outfits: 3 long sleeve shirts; 3 sweatshirts; 3 trousers
1 set of foul weather, insulated Carhartt jacket and overalls
1 pair of steel-toed boots
1 hard hat
1 ear protection (safety rated)
1 eye protection (safety rated)
2 pairs of work gloves
1 summer hat
1 winter hat
Necessary safety t-shirts and safety vests

Section 3. Parks Department

Upon being hired, and every year thereafter, each full-time Employee in the Parks Department will be issued the following equipment:

5 pairs of long pants
5 long sleeve shirts
5 short sleeve shirts
1 winter coat
1 pair steel-toed boots
1 set of foul weather, insulated Carhartt overalls
2 pairs of work gloves
1 summer hat
1 winter hat
Ear and eye protection (safety rated) as needed
Necessary safety shirts and safety vests

Section 4. Annual Duty Boot and Uniform Replacement

Beginning January 2011, upon written prior approval of the Department Head, in his sole discretion, any items which become unusually, badly worn may be replaced at the expense of the Township.

Section 5. Zoning; Part-time Employees

The Township will determine in its sole and absolute discretion what uniforms, if any, will be provided to the part-time, non-bargaining unit Employees, and to Employees in the Zoning Department.

Section 6. Replacement for Damage in the Line of Duty

The Township shall replace at its cost any uniform article described in this Article 17 of the Agreement which is damaged or destroyed while the Employee is engaged in Township duties.

Section 7. Uniform Appearance

All Employees who are issued uniforms shall report for duty each day in clean, undamaged uniforms. Employees shall be sent home, without pay, if not properly uniformed in the sole discretion of their supervisor. Safety equipment must be worn at all applicable times.

Section 8. End of Employment

Upon termination of employment with the Township, each Employee shall return to the Administrator all uniforms, pants, equipment, and safety gear provided and paid for by the Township.

ARTICLE 18. VACATION

Section 1. Accrual

Only full-time Employees shall be eligible to accrue and utilize vacation leave. Each full-time Employee shall be eligible to utilize accrued vacation leave upon the satisfactory completion of one year (365 days) of employment. Vacation time shall accrue and be credited by pay period as follows, beginning upon the Employee's first day of work. To determine the appropriate accrual rate, the higher rate of accrual will begin on the first day of the pay period after which a year of continuous service is completed.

Years of Continuous Active Service	Accrual Rate per Pay Period	Annual Accrual of Vacation Time
At least 1 but less than 8	3.07 hours	2 weeks (80 hours)
At least 8 but less than 15	4.61 hours	3 weeks (120 hours)
At least 15 but less than 22	6.15 hours	4 weeks (160 hours)
At least 22	7.69 hours	5 weeks (200 hours)

Upon a break in service, no vacation time shall accrue until the Employee returns to active service with the Township. The Employee may, with the prior approval of the Administrator and the Employee's supervisor, take vacation time subject to the following terms and conditions.

Section 2. Use

Vacation time is not cumulative from year to year and when accrued shall be used during the calendar year in which it is credited. Vacation time not so used shall, to the extent such time exceeds one week, be forfeited at the end of the calendar year without payment or compensation therefor. Payment for accrued time which is used shall be at the Employee's then current hourly rate at the time of use. The Employee may only take a maximum of two (2) consecutive weeks (80 hours) of vacation at any one time.

Unless otherwise approved by the Administrator, or his Department Head, no vacation time shall be taken for less than two (2) consecutive hours. When vacation time is used, it shall be deducted from the Employee's credit on the basis of one hour for every one hour of absence.

Section 3. Prior Township Service

An Employee shall be credited for prior service with another township or with a joint township fire district when calculating the Employee's entitlement to accrued vacation leave for accruals occurring following the effective date of this Agreement. An Employee who has retired in accordance with the provision of a retirement plan offered

by the State shall not have his prior service with a township counted for purposes of computing vacation leave. No transfer of accrued but unused vacation leave previously accumulated by the Employee in the employ of another employer shall be accepted by the Township to the credit of the Employee.

Section 4. Payment Resulting From Retirement

The Employee agrees and understands that any accrued vacation time paid to him upon his service retirement will not be considered salary for purposes of calculating his final average salary, and shall not be treated as salary absent written instruction from the Public Employees Retirement Service Fund, or such other retirement fund in which Employee is a vested participant.

Section 5. Death

When an Employee dies while in paid status, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse, dependents, or to the estate of the deceased. Such payment shall be at the Employee's hourly rate of pay at the time of death.

Section 6. Scheduling Vacation and Holiday Time

The scheduling of vacation time for each calendar year will be in order of seniority and will be scheduled with the Department Head and the Administrator. Vacation time use may be restricted by the Township during peak seasonal hours.

ARTICLE 19. HOLIDAYS

Section 1. Holiday

(A) Full-time Employees.

(1) Following the completion of six (6) months of active service in the Township, full-time Employees shall be entitled to eight (8) hours of pay for each enumerated holiday per calendar year, or a total of eighty (80) hours of holiday time. The holidays are:

(a) the first day of January, known as New Year's Day;

(b) the third Monday in January, known as Martin Luther King Day;

(c) the third Monday in February, known as Washington-Lincoln Day;

(d) the day designated in the "Act of September 18, 1975," 89 Stat 479, 5 U.S.C. 6103, as now or hereafter amended, for the commemoration of Memorial Day;

(e) the fourth day of July, known as Independence Day;

(f) the first Monday in September, known as Labor Day;

(g) the second Monday in October, known as Columbus Day;

(h) the fourth Thursday in November, known as Thanksgiving Day;

(i) the day after Thanksgiving; and

(j) the twenty-fifth day of December, known as Christmas Day.

ARTICLE 20. INJURY LEAVE

Section 1. Injury Leave

The full-time Employees may be granted injury leave with pay not to exceed six (6) months (meaning 1,040 work hours) for each service-connected injury; provided such injury is reported to the Administrator not more than three (3) days from the date such injury occurs. Service-connected injuries are defined as injuries received while acting within the scope of, and arising out of, the Employee's employment as a full-time Employee with Liberty Township. Injury leave may be granted for all service-connected injuries.

Section 2. Required Endorsement

As a condition of receipt of injury leave benefits, the Employee shall apply for worker's compensation benefits under the Ohio Worker's Compensation program as soon as practicable. Copies of all worker's compensation applications shall be submitted to the Administrator. The Employee shall endorse over to the Township any and all wage and salary benefits awarded to the Employee by the Ohio Worker's Compensation system, which extend over the same period for which the Employee is granted injury leave. In compliance with the Rules and Regulations of the Ohio Bureau of Worker's Compensation, the Employee shall execute a written agreement reflecting the provisions of this paragraph prior to an award of injury leave.

Section 3. Injury Report

A timely report of the cause of the injury, signed by the Employee, shall be submitted to the Administrator as soon as practicable. The Administrator may periodically require the Employee to be examined by a physician appointed and paid for by the Township. The Employee shall not return to work without the written approval of an attending physician. In addition, the Township may require a second opinion from a second health care provider designated by and paid for by the Township. If the first and second opinions conflict, the Township may require the Employee to submit to a third examination, at the Township's expense, by a health care provider chosen by the Administrator. The opinion of the third health care provider is final and binding.

Section 4. Leave Use Pending Approval

While the Employee's request for injury leave is pending, the Employee may use accrued but unused sick leave or vacation leave, which time usage will be re-credited to the Employee's appropriate leave balance(s) upon certification by the Township that injury leave has been approved. If injury leave is not approved by the Township, the Employee will be charged the designated leave initially used. If the Employee has

exhausted his injury leave, the Township may permit him to use accrued but unused sick leave or vacation leave.

ARTICLE 21. SICK LEAVE

Section 1. Accrual

Each full-time Employee shall accrue sick leave with pay at the rate of 4.62 hours per pay period in which the Employee is in active service with the Township. Sick leave may only be used for absence due to medical, dental or optical consultation or treatment of the Employee, or 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, or for the death of an Employee's immediate family, including Employee/spouse's (parent or parent's spouse, sibling or sibling's spouse); 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.) 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. One (1) hour of sick leave shall be used for each regularly scheduled hour the Employee is absent due to illness. Sick leave may be accumulated and carried over from year to year, subject to a maximum accrual limit of 1,040 hours. If the Employee has a break in service, the previously accumulated sick leave of the Employee shall be credited to the Employee upon reemployment with the Township in a full-time basis at this previous position; provided that such reemployment takes place within five years of the date on which the break in service occurred.

Section 2. Scheduling and Use

The scheduling and use of sick leave shall be subject to the following rules and conditions:

(A) The Employee shall notify the Administrator or Supervisor as soon as reasonably possible of the taking of each day 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 regularly scheduled shift each day.

(B) The Administrator may require the Employee to furnish a satisfactory written, signed statement to justify the use of sick leave. An Employee who has been off three (3) or more consecutive regularly scheduled days shall furnish a certificate signed by a licensed physician stating the nature of the illness or injury in order to verify proper use of sick leave.

(C) In the event of extended illness, injury or sickness, the Township may require a second opinion from a second health care provider designated by and paid for by the Township. If the first and second opinions conflict, the Township may require the Employee to submit to a third examination, at the

Township's expense, by a health care provider chosen by the Medical Director. In choosing the third health care provider, the Medical Director must be reasonable and act in good faith. If it is determined that the Employee is unable to fulfill the essential duties of the Employee's position without restriction as a result of such illness, sickness or injury, the Administrator shall attempt to accommodate the Employee, if the Employee so desires, and assign him or her to a position, the essential duties of which the Employee is able to perform. In the event reasonable efforts to accommodate the Employee are unsuccessful, the Employee, if available, shall continue to utilize his or her sick leave. If no sick leave is available, the Board may relieve the Employee of duty or place the Employee on paid or unpaid leave of absence.

Section 3. Break in Service

Except as otherwise specifically provided herein, upon a break in service, other than retirement, disability separation from active service or death in the line of duty, the Employee shall not be entitled to receive payment for any accrued but unused sick leave, which leave shall be forfeited without payment or compensation therefor unless the Employee is reemployed with the Township on a full-time basis and qualifies for reinstatement of sick leave as provided above. Upon retirement or disability separation from active service with the Township or death in the line of duty, the Employee shall be paid for one-fourth (¼) the value of the Employee's accrued but unused sick leave; provided that the maximum amount paid shall not exceed the value of 260 hours of such leave. For purposes of making this calculation, the sick leave payable hereunder shall be made at the then-current calculated regular hourly rate. No sick leave shall accrue to the benefit of an Employee while the Employee is on injury leave, disability leave, or uncompensated FMLA leave.

Section 4. Transfer of Credit

The Township may accept a transfer of up to, but not in excess of, 460 hours of sick leave accrued to the credit of an Employee while in the next previous employment of another township. The transfer will be accepted upon certification of the Fiscal Officer of the Township which was the next previous employer as to the amount of leave previously accrued to that Employee's benefit. The determination of whether to accept the transfer is entrusted to the sole and absolute discretion of the Board of Trustees, whose decision will be final.

Section 5. Donation of Leave

An Employee may donate not more than ten percent (10%) of his accrued sick leave balance not to exceed the equivalent of sixteen (16) hours to another Township Employee within the bargaining unit once each year. The receiving Employee will have exhausted all of his available sick leave and other paid leave balances accrued to his credit to be eligible to receive the transfer. The donating Employee must, as a necessary prerequisite for the transfer, have accumulated leave credits in excess of two

hundred forty (240) hours and must execute a written request for the Township to make the transfer. Once transferred, the sick leave credits must remain in the account of the original transferee.

Section 6. Quarterly Conversion

Upon the expiration of each calendar year quarter, or every three (3) months, full-time Road, Zoning, and Parks Department Employees shall be eligible to convert for cash payout up to eight (8) sick leave hours accrued to the Employee's credit. The option shall only be available to the Employee if no sick leave is utilized by the Employee during the preceding calendar year quarter. The election shall be made by the Employee during the first five (5) work days of April, July, September, and January by delivery of written election, signed by the Employee, to the Fiscal Officer. Payment shall be made as soon as practicable after the receipt of the written election.

ARTICLE 22. FUNERAL LEAVE

Section 1. Funeral Leave

Unless otherwise directed by the Administrator, the Employee shall be permitted a leave of absence with pay of up to three consecutive regularly scheduled work days for purposes of funeral attendance due to the death of a member of the Employee's immediate family. The Administrator, in his sole and absolute discretion, may approve an additional leave of absence, with pay, for not more than one additional regularly scheduled work day. Payment shall be made at the Employee's hourly rate for each regularly scheduled hour of work missed due to funeral leave. The Employee shall notify and obtain the approval of the Administrator prior to the day funeral attendance leave is taken. Absent special circumstances, in the event the Employee fails to so notify and obtain the approval of the Administrator, such leave may be charged first against sick leave and then vacation time.

Section 2. Immediate Family

Immediate family shall mean the Employee's spouse, children, parents, parents-in-law, siblings (siblings-in-law), grandparents, aunts, uncles, and cousins.

ARTICLE 23. HEALTH CARE INSURANCE

Section 1. Insurance Coverage

Medical, dental, and vision coverage shall be made available to the Employee at his/her option. Life and Accidental Disability will also be made available to the Employee; the Township pays for the premium cost of this coverage. Separately, Employees may elect to enroll and pay the entire cost for short-term disability insurance through payroll deduction, to the extent disability insurance remains available.

Section 2. Advisory Committee

In the event the Board of Trustees identifies the possibility of a change in the premium, deductible, type of coverage or level of coverage, the Board of Trustees will announce the possibility not less than forty-five (45) days prior to the expiration of the current policy. The Board of Trustees shall create an Advisory Committee to investigate the insurance coverages available for purposes of making a recommendation to the Board of Trustees. The Union shall be entitled to not less than one (1) representative on the Advisory Committee, which shall consist of not more than a total of six (6) persons, with the balance to be appointed by the Board of Trustees from the other Township departments. The Board of Trustees shall have the unlimited discretion to name other Employees to the Advisory Committee. The Board of Trustees shall consider but shall not be bound by any recommendation of the Advisory Committee, prior to determining which insurance coverage they determine to provide in their sole and absolute discretion, or the amount of premium, deductible or contribution of the Employees, so long as the premium and deductible amounts are within the limits specified in Section 4 of this Article 23.

Section 3. Employee Acknowledgement

The Employees and the Union acknowledge that, for budgetary and cost reasons, the Township will no longer bear the entire expense of health care coverage. Consequently, the Employees shall have to contribute a portion of the premium and deductible costs associated with the coverage each elects, and such contributions shall be deducted from their gross pay amounts on a pro-rata bi-weekly basis. The Township is hereby specifically authorized to deduct such amounts from each Employee's gross pay.

Section 4. Employee Contribution

Beginning July 1, 2012, until the expiration of this contract and thereafter unless this Article is changed, each Employee enrolled in the Township's group health care insurance plan shall be required to contribute a set percentage toward the costs of health insurance premiums (including medical, dental, and vision) assessed for the

coverage category which the Employee is enrolled. The total insurance premium cost for health care, dental and vision shall be split by the Township and the Employee on a percentage basis as designated in the chart below. The Employee's total annual responsibility will be determined by the total annual cost of the coverage category in which the Employee is enrolled at the time the insurance policy is enacted by the Township. The Employee's total annual responsibility will then be divided by 26 and that amount will be withheld from the Employee's salary each pay period on a pre-tax basis.

	2012	July 1, 2013	July 1, 2014
Township Premium Responsibility	88%	85%	82%
Employee Premium Responsibility	12%	15%	18%

Along with the above premium contributions, the Employees are responsible for the following deductible amounts for medical coverage beginning no earlier than July 1, 2012, and ending no later than June 30, 2015 and thereafter, unless the contract is extended or replaced with different amounts.

	2012	2013	2014
Single Only	$1,000	$1,000	$1,000
Married, Single with Dependents, Family	$2,000	$2,000	$2,000

The Employee's deductible amount for medical claims will be applied following an initial eight hundred dollars ($800) for the single plan or sixteen hundred dollars ($1,600) for any other plan (married, single with dependents, or family) that the Township will place into each group health care participant's H.S.A. account at the beginning of the Insurance Cycle. These amounts of $800/$1600 shall be the maximum contribution by the Township placed into the Employee's H.S.A. account during a single Insurance Cycle. After the Township's portion of the H.S.A. account and the Employee's required portion of the deductible have been exhausted for the current Insurance Cycle, the Township agrees to pay the remaining portion of the Employee's deductible using a Health Reimbursement Account funded entirely by the Township. The Employee has the right to have the Township withhold a stated amount from their bi-weekly pay on a pre-tax basis and placed into their H.S.A. account.

For purposes of this Article, the term "Insurance Cycle" shall mean the one year (12-month period) covered by the Township's Insurance Policy. In 2011, this period was the time between April 1 and March 31 of the following year. The precise dates and the duration of the cycle in months are subject to change without altering the application of the term of the Agreement.

Section 5. Opt-out Payment

Employees who opt-out of participation in the insurance plan may receive an amortized per pay incentive pay in the amount of fifty percent (50%) of the premium cost of health insurance policy coverage for the respective benefit class. Employees can opt-out of medical yet still participate in dental and/or vision, and the opt-out payment will correspond to the particular coverage which is not taken. In order to opt out, the Employee must demonstrate they are covered by another health care plan.

Section 6. Deductible Incentives

Each Employee enrolled in the Township's group health care medical plan shall have two (2) different opportunities provided to them by the Township to earn incentives for the purpose of reducing the Employee's total deductible liability per year. Employees will not be required to participate in these opportunities; however, it is the understanding that if an Employee does participate in these incentive programs offered by the Township in this Agreement, the incentive will be applied as a reduction in an Employee's total annual deductible responsibility. The two (2) opportunities are as follows:

(A) Healthy Advantage Rewards Points

Each Employee enrolled in the Township's group health care medical plan shall have the opportunity, but will not be required, to earn Healthy Advantage Rewards Points to help reduce the amount of their deductible that they are liable for. Each "point" shall hold the value of fifty dollars ($50) with singles having the opportunity to earn four (4) points for a total of two hundred dollars ($200) in deductible reductions and those Employees with any other plans having the opportunity to earn up to eight (8) points for a total of four hundred dollars ($400) in deductible reductions. For those Employees with a couple or family plan, both the Employee and their spouse are eligible for up to four (4) Healthy Rewards Points each. If the Employee has children covered but no spouse, each Healthy Rewards Point will be worth one hundred dollars ($100) for a total of no more than four hundred dollars ($400) in savings. Employees' children will not be eligible to participate in the Healthy Advantage Rewards program.

(1) Healthy Rewards Point earning bases are as follows:

Two (2) points will be awarded to anyone who has been tobacco free for at least six (6) months.

One (1) point will be awarded for an LDL cholesterol level reading at or below 160mg/dl (with or without medicine).

One (1) point will be awarded for a blood pressure reading of 140/90 or below (with or without medicine).

(2) Applying for Healthy Rewards Points.

Each Employee will be responsible for obtaining their own personal medical information. Healthy Rewards paperwork will be provided to each Employee and must be filled out and signed by a primary care physician or another physician of the Employee's choosing. The reported test items listed above must be measurements taken at the Employee's annual physical that is provided free of charge to the Employee by the health insurance carrier. Test results from an annual physical taken in the current contract period (April 1, 2011 to March 31, 2012) can be used to receive Healthy Rewards points for the next Insurance Cycle beginning on April 1, 2012. Each Insurance Cycle following will use the results of an annual physical taken during the previous Insurance Cycle throughout the remainder of this contract or any extensions that may be agreed upon. To ensure that the Healthy Rewards Points are applied at the beginning of the next Insurance Cycle, completed paperwork should then be submitted to the insurance broker no later than thirty (30) days prior to the beginning of the next Insurance Cycle.

Employees may join the Healthy Rewards program at any time. If after the beginning of the Insurance Cycle, the Employee or spouse has begun to earn and apply points or an additional point has been earned, the Employee shall submit their Health Rewards Point paperwork to the insurance broker and a proper credit amount will be given toward the Employee's deductible liability. If an Employee has already spent their portion of the deductible, the total point dollar value will then be credited back to the Employee's H.S.A. or respected account by the Township.

(3) Personal Medical Privacy

Employees' and their spouses' personal medical information and test results will only be shared with the current insurance broker. Employees' and their spouses' personal medical information and test results will not be shared with other insurance companies, insurance brokers, or with the Township. Liberty Township will have the right to know how many "points" the Employees and/or their family are eligible for. Liberty Township will not have the right to know which category an Employee or their spouse have earned points in.

If in the event the Township sends an Employee or their spouse to a physician of the Township's choice to have a medical screening done for the confirmation of Healthy Advantage Rewards Points and the Township compensates for both expense and time, the Township will have a right to know

the result of the Employee's or their spouse's test as only pertinent to the points results. If during the Township's screening it is found that an Employee should not have received a deductible incentive, then that Employee will be responsible for reimbursing the Township forthwith the full amount of the incentive value that the Employee should not have received. If an Employee has not yet reached their full deductible responsibility, the incentive amount will be reapplied to the Employee's total deductible liability.

(B) Vanishing Deductible

Starting with the next annual Insurance Cycle beginning in 2012 and each cycle following, if the Employee's health insurance claims do not exceed eighteen hundred dollars ($1,800) for single coverage and thirty-six hundred ($3,600) for all other coverage (referred to as the Vanishing Deductible Cap), the Employee will receive a "Vanishing Deductible Point." Each "Vanishing Deductible Point" is worth a one hundred dollar ($100) credit from the Township toward the Employee's deductible responsibility of one thousand dollars ($1,000) for single coverage and two thousand dollars ($2,000) for all other plans. A maximum of three credits can be earned during the period of this contract. In any year that the Employee's health insurance claims exceed the Vanishing Deductible Cap, the Employee's Vanishing Deductible Point total is reduced by one point. An Employee's Vanishing Deductible Point total can never be less than zero. This credit is not part of, but in addition to, the "Health Advantage Rewards Points" credit as stated in Article 23, Section 6(A). Credits earned or lost in the insurance cycle are applied to the next succeeding insurance cycle.

ARTICLE 24. MILITARY LEAVE

Section 1. Military Leave

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state law, including Ohio Revised Code § 5923.05, or other statutes of like tenor and effect as they may be amended from time to time, will govern all uniformed services leave as set forth in the policy adopted by the Township.

ARTICLE 25. FAMILY AND MEDICAL LEAVE ACT

The Township shall be bound by the provisions of the Family and Medical Leave Act codified at 29 U.S.C. §§ 2601, *et seq.*, as it may be amended from time to time, in accordance with the policy adopted by the Township.

The Family and Medical Leave Act (FMLA) allows eligible Township Employees to take up to twelve (12) work weeks of unpaid leave (*i.e. up to 480 hours for Employees working 40-hour weeks*) per rolling twelve (12) month period measured backward from the date an Employee uses FMLA leave for the following qualifying events:

- The birth of an Employee's child and in order to care for such child;
- Placement with an Employee of a child for adoption or foster care;
- Caring for an Employee's spouse, child, or parent with a serious health condition; or
- The serious health condition of the Employee.

All terms, phrases or standards used in this policy shall have the meanings set forth in, and be construed in accordance with, the Family and Medical Leave Act of 1993, Public Law 103-3 (February 5, 1993), 107 Stat. 6-29 (29 U.S.C. §§ 2601, *et seq.*), and the regulations promulgated thereunder, 29 C.F.R. Part 825, in effect on the date FMLA leave is being taken.

ARTICLE 26. DRUG FREE WORKPLACE

Section 1. Policy

The parties recognize that the safety sensitive nature of the position requires that personnel conduct themselves in a manner consistent with high standards of health and safety. Alcoholism and drug abuse and/or addiction are recognized by the parties as interfering with the Zoning, Parks, and Street Departments' safety and services. While the parties agree that Employees afflicted with a substance abuse problem are to be encouraged to seek qualified assistance and will not be disciplined solely for seeking assistance for a substance abuse problem, the presence of drugs or alcohol on the job and the influences of these substances on Employees during working hours will not be tolerated. Any violation of the following policy or the refusal to comply with it may result in discipline, up to and including discharge.

(A) The illegal use, sale, transfer, or possession of narcotics, drugs or controlled substances;

(B) The use, sale, transfer, or possession of alcohol while on the job or Township property is prohibited. Property includes Township vehicles or work sites;

(C) Employees are forbidden to work while under the influence of alcohol or having used illegal drugs. This will also apply to Employees taking prescription or over-the-counter medication that may cause impairment unless such medications are disclosed to the supervisor prior to beginning work and the Employee is permitted to begin work notwithstanding the taking of prescription or over-the-counter medication. Employees who are determined to be unfit may be released from duty, placed on paid leave, and sent home;

(D) The decision to seek diagnosis and accept treatment for a drug or alcohol problem is the responsibility of the Employee. Continued failure of an Employee to seek and pursue treatment when job performance is affected may be grounds for discipline in accordance with Article 7 of this Agreement. Employees who have a substance abuse problem should contact their physician, a drug abuse counselor or other qualified person, or if they so choose, they may contact their supervisor and/or Union.

Section 2. Testing Procedures

Upon reasonable suspicion that an Employee has used or is under the influence of illicit drugs or controlled substances, or has used or is under the influence of alcohol on the job, the Employee may be ordered to undergo a screening test(s) administered through a provider under contract with the Township. Reasonable suspicion must be based upon specific facts or observations and reasonable inferences drawn therefrom

indicating the Employee in question has used or is under the influence of illicit drugs or controlled substances, or has used or is under the influence of alcohol on the job. Reasonable suspicion includes, but is not limited to, slurred speech, disorientation, impaired motor function, abnormal conduct, an arrest or conviction for drug or alcohol related offenses, or a sudden, unexplained change in work performance or unexplained, excessive tardiness or absenteeism. Reasonable suspicion is conclusively presumed to exist, for purposes of this Agreement, in the event of a motor vehicle or any other job-related accident resulting in serious property damage or personal injury. Employees who refuse to test or who test positive for alcohol or drugs post accident may be ineligible to receive worker's compensation benefits as provided by the Ohio Revised Code Section 4123.54.

All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS recognized certification program. The procedures utilized by the Township and testing laboratory shall follow Department of Transportation standards and shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures. If a drug confirmation test is positive, the Employee may, upon written request and at the Employee's expense, have the split sample re-tested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result. In the event the split sample test confirms the results of the first test, the Township may proceed with the sanction as set forth in this Article. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Township to proceed with sanctions as set forth in this Article. If the results are negative, the Employee shall be given the benefit of the doubt and no sanctions shall be imposed. If the results are negative, the Employee shall be reimbursed for the re-test expense. The results of the testing shall be delivered to the Township and the Employee tested. An Employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. A positive result from an alcohol test means a level of eight-hundredths of one percent by weight of alcohol in the blood, or eight hundredths of one gram by weight of alcohol per two hundred ten liters of breath, or such other minimum level as may be prescribed by the traffic laws of the State of Ohio for the level at which an Employee is presumed to be under the influence of alcohol such as is prescribed at Ohio Revised Code Sections 4511.19(A) and (B), respectively. An Employee taking any prescription and/or non-prescription drug(s) that may adversely affect job performance and/or any testing results has an obligation to inform such Employee's supervisor in advance of assuming the Employee's duties.

Section 3. Test Results

If the screening and confirmatory tests are positive, the Township may discipline the Employee up to and including discharge. Furthermore, an Employee who refuses to

submit to any ordered test shall be deemed insubordinate and shall be subject to disciplinary action.

Section 4. Counseling and Rehabilitation Program

An Employee who notifies the Department of such Employee's alcohol and/or drug dependency problem may be required to participate in an approved counseling and rehabilitation program. An Employee participating in such a program will be allowed reasonable use of such Employee's accrued but unused sick leave, vacation leave and/or personal time for absences due to actual participation. If no such leave time is available, the Employee may be granted a leave of absence without pay for a reasonable period of time for purposes of actual participation in such a program. An Employee approved for participation in such a program shall be obligated to successfully initiate, participate in and complete such program as provided by the health insurance or at the Employee's own cost. While participating in such a program, the Employee shall be required to authorize the release of sufficient information so as to enable the supervisor to determine that the Employee is actively participating in and/or has completed such program.

Upon completion of the program, an Employee shall be re-tested in order to demonstrate that the Employee is no longer abusing any prohibited substance. If the re-test demonstrates that the Employee is no longer abusing any prohibited substance, the Employee may be returned to an available position for which the Employee qualifies. Furthermore, the Employee shall be subject to periodic re-testing for drugs and alcohol upon such Employee's return for a period of two (2) years and such testing is deemed to be based upon a reasonable suspicion that drug or alcohol use is occurring on the job. An Employee shall be subject to disciplinary action up to and including discharge if the Employee: (1) refuses to take a screening or confirmatory test, or to initiate an approved counseling and rehabilitation program if ordered to do so; (2) fails to successfully complete an approved counseling and rehabilitation program; or (3) tests positive at any time within two (2) years after the Employee's return to work upon completion of an approved counseling and rehabilitation program.

Section 5. Confidentiality

Unless otherwise required by applicable law, all test results will be kept confidential in accordance with applicable state and federal law.

Section 6. Costs

The Township shall pay for all drug and alcohol screening and confirmatory tests ordered by the supervisor.

Section 7. Agreement to Cooperate and Amend

The Township, Employees, and Union all acknowledge that the Township may realize significant savings in worker's compensation premiums through the adoption of a policy which complies with guidelines for a drug-free workplace as defined by the Bureau of Worker's Compensation. To facilitate the capture of those discount incentives, Liberty Township, the Employees, and the Union agree the Township shall have the right to modify this Article 26 upon notice delivered by the Township, so that the Article meets the minimum requirements necessary to obtain such incentives including discounted rates. The Employees and the Union agree to cooperate to the extent necessary in the effort to qualify for those discount incentives

ARTICLE 27. SUSPENSION IN CASE OF EMERGENCY

Section 1. Waiver

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Delaware County Commissioners, or the Liberty Township Board of Trustees, resulting from acts of God, civil disorder, or otherwise, the following conditions of this Agreement shall automatically be suspended:

A. Time limits for management, the Union, or a Member to reply on grievances; and

B. Selected work rules and/or agreements and practices relating to the assignment of Members to duties as pertain to the operation of the applicable Department.

Section 2. Termination

Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed.

ARTICLE 28. UNION BUSINESS

Section 1. Union Activity

The Township agrees that during the working hours, on the Township's premises, and without loss of pay, one Union representative shall be permitted a reasonable period of time to perform the following functions subject to the advance approval of the Administrator and provided the normal operations of the Department are not disrupted.

A. Attend meetings with Management;

B. Transmit communications, authorized by the local Union or its officers to the Township or its representatives;

C. Consult with the Township or its representatives concerning the enforcement of any provision of this Agreement;

D. The Township agrees that the Union's representatives may post Union notices, decals and literature only on bulletin boards provided for such use, distribute Union literature during non-work hours, and solicit Union membership in non-work areas.

E. The Union shall be permitted to place and maintain one bulletin board in each facility at which Employees work subject to the approval of the Administrator. Bulletins and materials subject to the Union's function as exclusive representative of the bargaining unit are the only materials to be posted by the Union and its Employees. Materials which contain personal attacks and scandalous or derogatory comments about any Employee, other employees or elected officials or candidate shall not be posted on any of the bulletin board(s). No political materials shall be posted.

ARTICLE 29. SAFETY AND HEALTH

Section 1. Safe Workplace

The Township and the Union agree to cooperate to the fullest extent in the promotion of safety. Employees shall forward any concerns they may have to the Labor Relations Committee to be addressed as set forth in Article 11.

ARTICLE 30. DUES DEDUCTION

Section 1. Member Dues, Initiation Fees, and Assessments

Upon presentation of a written deduction authorization, the Township shall, once each pay period for each Employee who is a member of the Union, cause the proportionate deduction of the dues, initiation fees, and assessments of the Employees covered by this Agreement. No Employees who are not members of the Union at the time the Agreement is signed shall be required to pay this fee. A consent form shall be signed by each Employee who is a member of the Union, a copy of which is attached as Exhibit D. The Township agrees to furnish the Union, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month pursuant to the signed authorizations.

Section 2. Maintenance of Membership

Any bargaining unit Employee who is a member of the Union on the effective date of this Agreement, or who becomes a member during its term, shall not revoke this authorization for regular membership dues deduction, except for a period of no less than thirty (30) or more than sixty (60) days preceding expiration of this Agreement.

Section 3. Certification of Amount

On or before each January 5th, the Union shall certify to the Township Fiscal Officer the amount to be deducted per pay period from Employees' checks as dues, initiation fees, and assessments. This amount shall apply throughout the succeeding calendar year, and successive calendar years, unless timely notice under this Section is served upon the Fiscal Officer identifying an alternate amount.

Section 4. Termination of Deduction

The Township shall be relieved from making such individual dues deductions upon an Employee's (1) termination of employment; (2) transfer to a job other than one included in the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; and (5) written revocation of the check-off authorization by an Employee not earlier than sixty (60) days nor later than thirty (30) days prior to the expiration of the Agreement.

Section 5. Fair Share Fee

A. Employees who are not members of the Union shall, as a condition of membership in the bargaining unit, 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 members of the Union who are in the bargaining unit, and shall be certified to the Township. Such fair share fee shall be certified by the Union to the Township prior to

the first day of the first month following the effective date of this Agreement and at such times during the term of this Agreement as necessary to be accurate. Such payments shall be subject to an internal Union rebate procedure meeting all requirements of state and federal law.

B. For the duration of this Agreement, a proportionate fair share fee shall be automatically deducted by the Township from the payroll check for each Employee who is not a member of the Union. Along with the warrant for monthly deduction described in Section 1 of this Article, the Township agrees to furnish the Financial Secretary of the Local Union once each month a warrant in the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the Employees for whom said deductions are made.

C. The automatic deductions shall be initiated by the Township whenever a bargaining unit member who is not a member of the Union has completed his/her first one hundred eighty (180) days of employment. In the event an Employee has a recognized religious objection to the payment of a fair share fee to the Local Union, an equivalent sum shall be deducted from his pay and paid to a recognized 501(c)(3) charity of the Employee's choosing.

D. The Township's obligation to make deductions under this Section will terminate automatically upon termination of employment, layoff, unpaid leave of absence, or transfer of an Employee to a job classification outside the bargaining unit.

Section 6. Union Indemnification

The Union agrees that it shall indemnify and hold the Township harmless from any recovery of damages and expenses sustained by the Township relative to the Township's agreements under this Article.

ARTICLE 31. OPTIONAL PAYROLL DEDUCTIONS

An Employee may submit written, signed requests for optional payroll deductions to the Administrator for approval. Upon approval of the Administrator, and with the consent of the Fiscal Officer, the Fiscal Officer shall be permitted to make the payroll deductions called for and to pay those deductions to the indicated recipient(s). The decision to consent to the request, or not, shall be at the sole discretion of the Administrator and at the sole discretion of the Fiscal Officer, whose decisions shall be final and not grievable or appealable.

ARTICLE 32. MISCELLANEOUS

Section 1. Gender and Number

Whenever words are used here in any gender, they shall be construed as though they were used in the gender appropriate to the circumstances; and whenever words are used herein in the singular or plural form, they shall be construed as though they were used in the form appropriate to the circumstances.

Section 2. Successor Negotiations

If either party desires to commence successor negotiations, written notice of such intent shall be delivered to the other party as per Ohio Revised Code Chapter 4117.

Section 3. Definitions

(1) Active paid status shall mean the time during which the Employee is employed by the Township on a full-time basis as a Road, Park, or Zoning Department Employee and is paid, or entitled to payment, for the performance of duties for the Township, including that time during which the Employee is paid, or entitled to payment, on account of a period of time during which no duties are performed due to regularly scheduled non-working days, vacation, holidays, sick leave, except leaves of absence without pay or injury leave.

(2) Anniversary date shall mean the first day following the first 365 days of continuous active service by the Employee with the Township, and, if applicable, the same date of each calendar year thereafter.

(3) Break in service shall mean that period of time commencing on the date on which the Employee is not entitled to payment for the performance of duties for the Township or on that date on which the Employee's employment with the Township is terminated. Time spent on an unpaid leave of absence, unpaid FMLA leave, or injury leave is a break in service. Time spent on unpaid disciplinary suspensions shall not be considered a break in service. Upon a break in service involving an unpaid leave of absence or injury leave, whether or not approved, no further vacation, holiday and/or sick leave time shall accrue or be credited unless and until the Employee is returned to active paid status with the Township.

(4) Insurance Cycle shall mean the one year (12-month) period covered by the Township's insurance policy. In 2012 this period is the time between April 1 and March 31 of the following year. These precise dates, and the duration of the cycle in months, are subject to change without altering the application of this term to the Agreement.

(5) Retirement shall mean the date when the Employee retires or is retired from the employ of the Township and on which the Employee qualifies for and receives full retirement benefits under the Ohio Public Employees Retirement System codified at Ohio Revised Code Chapter 145, or a similar retirement system, and who has at least five (5) consecutive years of active service with the Township.

Section 4. Entire Agreement

The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter as to which Ohio Revised Code Chapter 4117 imposes an obligation to bargain. Therefore, the Township and the Union, for the duration of this Agreement, agree that they shall not be obligated to bargain collectively or individually with respect to any subject or matter specifically referred to in this Agreement, or which constitutes a mandatory subject of bargaining for which Ohio Revised Code Chapter 4117 imposes an obligation to bargain.

Section 5. Duration

The term of this Agreement shall be from July 1, 2012 until termination at midnight on June 30, 2015.

This is an Agreement entered into by and between the Township of Liberty, Delaware County, Ohio (the "Township") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (the "Union").

IN TESTIMONY WHEREOF, the parties have signed this Agreement on or as of July 23, 2012.

FOR THE UNION:

Leo W. Gerard, President

Stanley Johnson, Secretary/Treasurer

Thomas Conway, V.P. (Administration)

Fred Redmond, V.P. (Human Affairs)

David R. McCall, Director District 1

Mark Shaw, Staff Representative

Billy Boyce, Staff Representative

Michael Herring, Unit Chairman

Robert Williams, Unit Griever

David Peterson, Unit Secretary
Patterson

FOR THE TOWNSHIP:

Curtis J. Sybert, Trustee

Mary Carducci, Trustee

Melanie Leneghan, Trustee

David Anderson, Administrator
Pursuant to Resolution No. 12-0723-05

CERTIFIED AND APPROVED:

Mark Gerber, Fiscal Officer

31260303.1

This is an Agreement entered into by and between the Township of Liberty, Delaware County, Ohio (the "Township") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (the "Union").

IN TESTIMONY WHEREOF, the parties have signed this Agreement on or as of _____, 2012.

FOR THE UNION:

_____

_____

_____

_____

FOR THE TOWNSHIP:

_____
Curtis J. Sybert, Trustee

_____
Mary Carducci, Trustee

_____
Melanie Leneghan, Trustee

_____
David Anderson, Administrator
Pursuant to Resolution No. _____

CERTIFIED AND APPROVED:

_____
Mark Gerber, Fiscal Officer

31260303.1

Liberty Township
Steelworkers Seniority List

Department Name	Last	First	Hire Date	Status
Zoning	Mullenhour	Tracey	10/21/2001	Full Time
Park	Fairchild	Chad	4/10/2003	Part Time
Road	Herring	Michael	7/7/2003	Full Time
Road	Williams	Robert	10/7/2003	Full Time
Park	Rausch	Aaron	12/1/2003	Full Time
Zoning	Roberts	David	4/26/2004	Part Time
Road	Jaccaud	Randy	3/20/2006	Full Time
Road	Smith	Russell	3/20/2006	Full Time
Park	Patterson	David	5/3/2010	Full Time
Park	Willing	Justin	6/7/2010	Full Time
Zoning	Bean-Condit	Amy	10/11/2011	Part Time

EXHIBIT A

HOURLY WAGES

POSITION	CURRENT	CURRENT STEPS					CONTRACT YEAR 1 JULY 1, 2012 – JUNE 30, 2013 6.5%					CONTRACT YEAR 2 JULY 1, 2013 – JUNE 30, 2014 2.25%					CONTRACT YEAR 3 JULY 1, 2014 – JUNE 30, 2015 2.5%				
		1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
PARKS																					
Park Worker (Rausch)	14.64					14.64	13.86	14.73	15.58	16.45	17.31	14.17	15.06	15.93	16.82	17.70	14.52	15.44	16.33	17.24	18.14
Park Worker (Willing)	14.12						13.86	14.73	15.58	16.45	17.31	14.17	15.06	15.93	16.82	17.70	14.52	15.44	16.33	17.24	18.14
Park Office (Patterson)	10.00						10.00	10.50	11.00	11.50	12.00	10.22	10.73	11.24	11.75	12.00	10.48	11.00	11.52	12.00	12.00
Part-time (Currently Vacant)	10.00				10.00	10.50					10.50					10.50					10.50
ROADS																					
Road Worker (Herring)	16.26					16.26	13.86	14.73	15.58	16.45	17.31	14.17	15.06	15.93	16.82	17.70	14.52	15.44	16.33	17.24	18.14
Road Worker (Jaccaud)	16.26					16.26	13.86	14.73	15.58	16.45	17.31	14.17	15.06	15.93	16.82	17.70	14.52	15.44	16.33	17.24	18.14
Road Worker (Smith)	16.26					16.26	13.86	14.73	15.58	16.45	17.31	14.17	15.06	15.93	16.82	17.70	14.52	15.44	16.33	17.24	18.14
Road Worker (Williams)	16.26					16.26	13.86	14.73	15.58	16.45	17.31	14.17	15.06	15.93	16.82	17.70	14.52	15.44	16.33	17.24	18.14
ZONING							3%					1%					1%				
Assistant Zoning Inspector (Mullenhour)	24.41										25.17					25.42					25.67
Assistant Zoning Inspector (Currently Out-of-Class)		19.52				24.41	15.77	16.75	17.74	18.72	19.71	15.77	16.75	17.74	18.72	19.71	15.77	16.75	17.74	18.72	19.71
Part-time Assistant Zoning Inspector (Roberts)	14.75										15.19					15.34					15.49
Zoning Secretary (A. Bean)	14.00						14.00	14.50	15.00	15.50	16.00	14.14	14.64	15.15	15.65	16.16	14.28	14.79	15.30	15.81	16.32

- Full-time Experienced Park Workers will be brought to same level as Road Workers; Rausch will occupy 5th Step; Willing will be placed in Step 2.
- Dave Patterson's position is topped out at $12.00/hour; Dave will be placed in Step 2 for balance of 2012-2013. Contract Year 1 subject to a possible acceleration in accordance with Article 12.
- All new full-time employees in Park, Road, and Zoning will come in at 1st Step. Step increases will occur every two years of service, except the increase can be earned in one year with excellent grade reviews on new evaluation forms from immediate supervisor and Administrator (merit component).
- For Zoning Workers increases will be 3% for remainder of 2012 (through annual date of contract), 1% through 2013, and 1% for 2014. Tracey Mullenhour will be red circled and receive the increases. A new Step system will be set up for her position, which will apply to her successor. A Step system will be adopted for the Amy Bean position. Amy will be placed in the 1st Step.
- The Township will continue to offer disability insurance at the employee's own expense, on payroll deduction basis.
- Upon finalization and acceptance of contract by both parties, full-time employees participating in health insurance program will begin contributing 12% of their vision, dental, and health insurance premiums. After the first year of the contract, they will contribute 15%. After the second year of the contract, they will begin to contribute 18%. Deposits to employee's HSA deductibles and the doughnut hole will be same as the contract for the firefighters. The Township will continue to offer the opt-out program. All as set out in the Health Insurance Article.

31237981.1

EXHIBIT B

AGREEMENT TO RECEIVE COMPENSATORY TIME

I have read and understand the Township's Article 15 regarding compensatory time. I hereby elect to receive compensatory time to be accrued at one and one-half (1½) hours for each hour of overtime, in lieu of paid overtime, in accordance with Article 15 of the Agreement between Liberty Township and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC. I hereby acknowledge that this agreement to receive compensatory time in lieu of overtime pay has been made prior to my performance of overtime work.

_____

Employee Signature

EXHIBIT C

Taft/

Taft Stettinius & Hollister LLP
65 East State Street, Suite 1000 / Columbus, OH 43215-4213 / Tel: 614.221.2838 / Fax: 614.221.2007 / www.taftlaw.com
Cincinnati / Cleveland / Columbus / Dayton / Indianapolis / Northern Kentucky / Phoenix

2013 FEB 12 P 1:35

CRAIG B. PAYNTER
DIRECT: 614.334.6135
cpaynter@taftlaw.com

February 11, 2013

VIA HAND DELIVERY

State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213

Re: Collective Bargaining Agreement Between Liberty Township, Delaware County, Ohio, and United Steelworkers of America

To Whom It May Concern:

Enclosed please find a copy of the Collective Bargaining Agreement negotiated between Liberty Township, Delaware County, Ohio, and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC. This agreement is effective July 1, 2012 through June 30, 2015, inclusive. This agreement is filed with the Board as required under the Ohio Collective Bargaining laws.

If you have any questions, comments or concerns, please do not hesitate to call.

Very truly yours,

Craig B. Paynter

CBP/cdf

Enclosure

cc: David Anderson, Administrator (w/out encl.)

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