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AGREEMENT
BETWEEN
OLMSTED TOWNSHIP
and the
COMMUNICATION WORKERS OF AMERICA,
LOCAL 4340

SERB Case No. 2012-MED-04-0514

Effective August 1, 2012, to July 31, 2014

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ARTICLE 1
PREAMBLE/PURPOSE

Section 1. Parties. This Contract is entered into between the Communications Workers of America, hereinafter called "the Union," and the Olmsted Township Board of Trustees, hereinafter called the "Township," or "Employer."

Section 2. Purpose. The Township and the Union recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Township and the Union and their respective representatives at all levels will apply the terms of this agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit. Each party shall bring to the attention of all employees in the unit, including new hires, their mission to perform the duties of their employment in a spirit of responsibility and respect.

Since this section is a statement of intent, the parties agree that it shall not serve as the basis for or be utilized in any arbitration proceedings. This section may form the basis for a grievance, which is not eligible for arbitration, so that the Union may put the Employer on notice of issues that may not otherwise actually represent a contract violation and engage in discussions over those issues through the grievance procedure. The parties may also utilize the labor management committee structure to discuss matters of this nature.

ARTICLE 2
RECOGNITION

Section 1. The Union is recognized as the sole and exclusive representative for all Service Department employees including part-time Zoning Inspectors, Assistant Zoning Inspector, Zoning Secretary, and Service Workers, all other employees are excluded.

Section 2. The Township will not recognize any other Union as the representative for any employees within such classifications unless another unit is certified by the State Employment Relations Board.

Section 3. The Township will promptly notify the Union of any addition or change in job classifications.

ARTICLE 3
NON-DISCRIMINATION

Section 1. Neither the Township nor the Union shall discriminate against any bargaining unit member on the basis of age, sex, race, color, religion, disability, genetic information, military status, or national origin.

Section 2. Where there is an alleged violation of this article that qualifies as a claim under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter is subject to the grievance procedure contained herein. The Township, member, and

appropriate representative shall meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

Section 3. All references to gender in this Agreement intends both sexes, and wherever the male gender is used, it shall be construed to include male and female members.

Section 4. The Township and the Union agree that there will be no discrimination by the Township or the Union against any employee because of any employee's lawful activities and/or support of the Union or because any employee chooses to refrain from such activity and/or support.

Section 5. The Township and Union agree not to discriminate against any bargaining unit member on the basis of membership, non-membership, or position in the Union.

ARTICLE 4 **SEVERABILITY**

Section 1. Should any governmental rules, laws or regulations prevent the immediate implementation of any term in this Agreement, then that provision shall become effective when the rule, law or regulation is changed to allow implementation.

Section 2. Should any provision of this Agreement be invalidated by a final order of a court of competent jurisdiction to be a violation of any municipal, state, or federal acts or statutes, such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions which shall remain in full force and effect.

In such event, the Employer and the Union will, at the written request of either party hereto, promptly enter into discussions relative to the particular provision(s) deemed invalid or unenforceable. Should the parties reach mutual agreement on an alternate provision(s), such agreement shall be reduced to writing and signed by both parties.

ARTICLE 5 **BARGAINING UNIT WORK**

Section 1. The determination as to the assignment and/or contracting of specific work is reserved to the Township, provided however, that such assignment/contracting shall not cause the layoff of any bargaining unit employee(s).

Section 2. In the event the Employer determines it necessary and/or prudent to discontinue specific operations or services which would result in the discontinuation of a bargaining unit classification, the Employer will provide thirty (30) calendar days advance notice and meet with the Union to discuss the decision and the impact upon existing bargaining unit employees.

ARTICLE 6
MANAGEMENT RIGHTS

Section 1. The Township retains for itself all rights normally associated with management, and not to be interpreted as limiting, the Township retains the express right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed or laid off; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations not in conflict with the provisions of this Agreement; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine reasonable work standards and the quality of work to be produced; 11) select and local buildings and other facilities; 12) establish, expand, transfer an/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes or work, except that services being performed by bargaining unit members at the time this Agreement is executed will not be contracted out, for the duration of this Agreement, without first negotiating with the Union in good faith.

Section 2. In addition, all functions, rights, powers, responsibilities and authority of the Township, with regard to the operation of its work and business and the direction of its workforce, which the Township has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Township.

ARTICLE 7
WORK RULES, REGULATIONS AND ORDERS

Section 1. The Union recognizes that the Township has the right to prepare and implement new and revised work rules, regulations, policies and procedures that regulate the conduct of employees and the conduct of the Township's services and programs.

Section 2. All employees will be provided with a copy of any existing or revised work rules, regulations, and policies and procedures issued by the Township.

Section 3. Any new or modified work rule(s) may be reviewed and discussed by the parties at a Labor/Management meeting held pursuant to the provisions of Article 11 herein.

Section 4. The Employer recognizes and agrees that no work rules will be maintained or established that are in violation of any expressed terms of this Agreement.

ARTICLE 8
UNION DUES DEDUCTION/FAIR SHARE FEES

Section 1. Dues/Initiation Fees. The Employer and the Union agree that payroll deduction of Union dues is available to all employees occupying classifications appropriately within the bargaining unit. The Township will deduct initiation fees and monthly dues from the pay of the employees covered by this Agreement upon receipt from the employee or the Union of an individual written authorization card voluntarily executed by the employee for that purpose and bearing his signature. Deductions shall commence with the first pay period in which dues are customarily deducted following receipt of the signed authorization card. The Union steward will be responsible for having employees sign payroll deduction cards which will be turned over to the Employer for processing, copying, and returned to the steward for transmittal to the Union. The Employer shall not be obligated to make dues, fees, or assessment deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, fees, and assessments deductions. Union dues shall be deducted in the next payroll period in which sufficient pay is available and forwarded in the same manner as with the following month's regular dues. Employees not wishing to hold Union membership may resign in accordance with state and federal law and be subject to a fair share fee as provided for in this article.

Section 2. Certification/Notice. The rate at which dues, fees, and assessments are to be deducted shall be certified to the payroll clerk by the Union, in writing. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues, fees, or assessments deduction.

Section 3. All deductions under this article, accompanied by an alphabetical list of all employees for whom deductions have been made and showing the type of deduction made, shall be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which the deductions were made. The Township will also furnish to the Union the names and addresses of new employees within thirty (30) days of entry into the bargaining unit.

Section 4. Indemnification. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues, fees, and assessments, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5. Fair Share Fees.

A. Membership in the Union shall be voluntary, and no employee shall be required to become or remain a member of the Union as a condition of employment with the Employer. However, all current bargaining unit employees who are not Union members, and all Union members who during the term of this agreement withdraw their membership, shall pay a fair share fee to the Union. New employees who choose not to join the Union shall pay a fair share fee to the Union commencing with the first pay

period in which dues are customarily deducted following completion of sixty (60) calendar days within the bargaining unit.

- B. Fair share fees shall be deducted automatically from paychecks of employees subject to said fees, without the necessity of prior written authorization. No fair share fees shall be deducted until such time as all employees, and the Employer, have been presented with a copy of the independent audit establishing the basis for the fair share fee. The Union must also provide for alternative fee payments to charitable funds by those conscientious objectors who are members of a bona fide religion or religious body which historically or by its tenets objects to financial support of employee organizations.
- C. Fair share fees shall be established in accordance with the provisions of ORC 4117.09 (C). The Union warrants to the Employer that it has a fair share fee notice, rebate, and challenge procedure that complies with the applicable state and federal legal standards. Disputes over the amount of fair share fee are to be processed under the Union's internal rebate reduction procedure and are not subject to the grievance procedure.
- D. The Union shall provide for the escrow of any fees in dispute or otherwise ensure that the Union does not have use of funds in dispute while objections are resolved. All costs related to the challenge of disputed fees, except representational costs of the objector, shall be paid by the Union.
- E. It is the intent of the parties that this article fully comply with state and federal law currently in existence or developed in the future.
- F. It is specifically agreed that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from fair share deductions made by the Employer hereunder.

ARTICLE 9 **UNION REPRESENTATION**

Section 1. The Township agrees to admit two (2) non-employee Union staff representatives to the Township's facilities. The Union representative shall be admitted to the Township's facilities and sites, for the purpose of investigating and processing grievances or attending meetings. Upon arrival, the Union representative shall provide identification to the Township or the Township's designated representative. Upon two (2) weeks advance notice, the Union will be permitted to use the Community Building for membership meetings at no cost.

Section 2. The Union shall submit, in writing, the names of its members who act as Union stewards for the purposes of processing grievances in accordance with the grievance procedure contained herein. The Township shall be notified of any change of Union representatives.

Section 3. The investigation and writing of grievances should be on non-duty time. All grievance hearings shall be scheduled during a member's regular duty hours unless agreed otherwise. The employee shall not suffer any loss of pay while attending the hearing.

Section 4. The Union agrees that no official of the Union, or member of the Union, shall interfere or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized in this Agreement.

Section 5. One (1) Union member shall be granted time off with pay for the purpose of attending seminars and one (1) Union convention per year. The Union shall give the Township reasonable notice of such seminar or convention. Paid time off to attend such seminars or convention shall not exceed twenty-four (24) hours for each calendar year. Additional unpaid time off may be granted by the member's supervisor to attend other Union business if the member's absence does not impair the operation of the department.

ARTICLE 10 **BULLETIN BOARD**

Section 1. As mutually agreed, the Township shall provide a location for a Union bulletin board in the Service Department. The bulletin board shall be supplied and mounted by the Township. The bulletin board shall be located in an area that is easily accessible to all bargaining unit employees. The size of the bulletin board shall not exceed four (4) feet by six (6) feet.

Section 2. All notices shall be posted by the designated bargaining unit employee or designee. Union notices relating to Union newsletter, Union meetings, Union appointments, Union elections and outcomes, minutes for conferences between the Union and management, grievances, and recreational and social affairs, may be posted without the Township's approval. It is the Union's intent that no material shall contain anything libelous, scurrilous or anything reflecting adversely upon the Township or any of its employees. The Union shall immediately remove non-union postings from bulletin boards designated for Union postings.

ARTICLE 11 **LABOR-MANAGEMENT MEETINGS**

Section 1. In the interest of sound labor/management relations, on a mutually agreeable day and time, at the request of either party, but not more frequently than quarterly, the Township and/or his designees shall meet with two (2) representatives of the Union to discuss matters set forth in Section 2. No more than two (2) representatives from the Local 4340 office may attend the meetings. Additional representatives may attend by mutual agreement.

Section 2. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meeting listing the matters to be taken up at the meeting and providing the names of those Union representatives who will be attending.

The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;

- B. Notify the Union of changes proposed by the Township which may affect the terms and conditions of this labor Agreement;
- C. Discuss the grievances which have not been processed beyond Step 3 of the Grievance Procedure but only when such discussions are mutually agreed upon by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Give the Union representatives and the Township the opportunity to share views of their members/employees on the topics of interest to both parties; and
- G. To discuss health and safety matter relating to employees with regard to the work performed by them.

Section 3. It is further agreed that if labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

Section 4. Employees who attend labor/management meetings shall be paid by the Township at the employee's current hourly rate of pay for all time spent in such sessions only if the meeting takes place during the member's normal working hours.

ARTICLE 12 **SAFETY AND HEALTH**

Section 1. The Township and the Union will cooperate in the elimination of accidents and health hazards. The Township shall continue to make reasonable provisions for the safety and health of its employees. A safe environment and efficient work operation are of mutual concern to the Township and Union. The parties mutually recognize the need for a work environment where all phases of work can be achieved safely, a better understanding and acceptance of safety principals is promoted, and the safety of employees and the general public is increased.

Section 2. All employees shall comply with work rules, regulations, and procedures concerning safety and health.

Section 3. Personal Protective Equipment provided by the Township for the protection of employees (ears, eyes, hands) shall continue to be provided by the Township.

ARTICLE 13 **COURT LEAVE AND JURY DUTY**

Section 1. Members shall be paid their hourly rate for all time spent in court, when responding to a subpoena to appear before any court, commission, board or other legally constituted body authorized to compel the attendance of witnesses, if the matter is directly related to the member's employment with the Township. Any member who is appearing before a court or

other legally constituted body in a matter in which he/she is a party may be granted vacation time or leave of absence without pay for purposes of attending the hearing. Such instance would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, child custody, or appearance as directed by the court as parent or custodian of juveniles. The employee shall furnish proof by attaching the court notification to the Request for Leave form.

Section 2. Leave with full pay shall be granted to any employee who is summoned for jury duty by a court of competent jurisdiction. The employee shall deliver to the appropriate supervisor a copy of the summons for jury duty and will pay to the Township any fees received from the court for jury service.

ARTICLE 14 **FAMILY AND MEDICAL LEAVE**

Section 1. An eligible employee will be granted Family and Medical Leave (FML) in accordance with the Family and Medical Leave Act of 1993 and the Township's policy in effect at the time such leave is requested.

ARTICLE 15 **PAID LEAVE OF ABSENCE-MILITARY LEAVE**

Section 1. Any member who belongs to a reserve force of the United States, or of the State of Ohio and is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States, or the State of Ohio, shall be granted leave of absence during the period of such activity.

Section 2. Such leave shall not reduce the employee's seniority status, vacation, sick leave or other benefits.

Section 3. The member will be paid according to law.

ARTICLE 16 **ADMINISTRATIVE LEAVE**

Section 1. In the event that an employee, due to mitigating circumstances, finds it necessary to take time off from the job may be granted an Administrative Leave at the sole discretion of the Township subject to the following criteria:

All Administrative Leave time is without pay or benefits and must have prior approval. Administrative Leave can only be granted when all accumulated time (sick leave, vacation, and compensatory time) has been exhausted. The total amount of administrative leave permitted shall not exceed five (5) days or forty (40) hours annually.

Section 2. A request for an Administrative Leave must be in writing, stating the reason therefore, and submitted to the Olmsted Township Board of Trustees.

ARTICLE 17
SICK LEAVE

Section 1. Accrual. An employee shall earn and accumulate paid sick leave as follows:

- A. The employee must have completed one (1) month of service.
- B. Thereafter, paid sick leave will be earned and accumulated at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of in active pay status, including paid holidays, vacations and overtime, but not for personal leave, sick leave, administrative leave or leave as authorized by the FMLA, not to exceed an accrual of one hundred twenty (120) hours per calendar year.
- C. If and when any accumulated sick leave is used, then the employee's accumulated sick leave will be correspondingly reduced.

Section 2. Usage. Sick leave shall be granted to a Union member upon approval of the Township for the following reasons:

- A. Illness or injury of the Union member;
- B. Illness or injury of one (1) of the member's immediate family where it is necessary for the member to be absent from work;
- C. Medical, dental, or optical examination or treatment of the member which cannot be scheduled during non-work hours;
- D. If a person in the member's immediate family or permanent resident residing with the Union member is infected with a contagious disease and exposure to the contagious disease would jeopardize the health of other employees.

Section 3. Immediate Family Defined. For the purpose of this article, immediate family is defined to include spouse, children (natural or adoptive), or parents. At the sole and exclusive discretion of the Employer, additional relationships on a case-by-case basis may be permitted to be eligible for sick leave usage. The parties specifically agree that allowing usage for additional relationships shall not form the basis of any claim of a binding practice or unequal administration of this benefit.

Section 4. Documentation. The Township may require a Union member to furnish a written statement explaining the nature of the illness to justify the use of sick leave. Additionally, the Union member may be required to furnish a statement from a licensed physician or psychologist notifying the Township that the member was unable to perform the member's duties for absences of three (3) or more consecutive work days due to illness or injury. Falsification shall be grounds for disciplinary action through Article 25, "Corrective Action."

Section 5. Notification. When a Union member is unable to work, the immediate supervisor or other designated person shall be notified no later than one (1) hour before the time scheduled to

report to work on each day of absence, unless emergency conditions make it impossible, or the member has made other reporting arrangements with the immediate supervisor.

Section 6. Usage. Union members failing to comply with sick leave rules and regulations shall not be paid and may be subject to corrective action. Application for sick leave with intent to defraud will result in dismissal and refund of any salary or wage paid.

Section 7. Abuse/Patterned Absence. Whenever the Township reasonably suspects abuse of the use of sick leave, based upon articulable facts such as patterned use of sick time or use beyond five (5) full days in a calendar year, it may require proof of illness in the form of a physician statement of disability or other proof satisfactory to the Township prior to the approval of such leave.

Section 8. Employer Required Exam. If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed on sick leave, FMLA, unpaid disability leave or disability separation.

Section 9. Attendance Bonus. A bonus of eight (8) hours straight time pay for full-time employees shall be paid to those who have had perfect attendance for a four (4) month period. Perfect attendance shall be defined as no use of sick time and no tardiness.

ARTICLE 18 **SICK LEAVE CONVERSION**

Section 1. An employee with ten (10) or more years of full-time service, or equivalent, with the Township may elect at the time of formal retirement from active service with the Township to be paid in cash for thirty-three and one-third percent (33 1/3%) of his total unused accumulated sick leave, up to a maximum of thirty (30) days (two hundred forty [240] hours) paid. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be made only once to any employee, and shall be considered to eliminate all sick leave credit accrued by the employee at that time.

Section 2. Part-time Service Conversion. For purposes of this article, each five hundred twenty (520) hours of part-time service with the Township shall be equivalent to one-quarter (1/4) year of full time service.

ARTICLE 19 **BEREAVEMENT LEAVE**

Section 1. Amount. Commencing upon execution of this Agreement, all full-time members of the bargaining unit are entitled to receive up to three (3) days paid leave upon the death of a person in the member's immediate family. Paid leave under this section is available only for

making funeral arrangements when necessary and for attendance at the funeral service which includes visitation and burial services provided that such funeral services fall on a regularly scheduled work day. Paid leave is unavailable for attendance at funeral services on regularly scheduled days off, vacation or holidays. All paid funeral leave must be consecutive working days. The Township will accommodate the religious beliefs and practices of the individual member for purposes of this section and make necessary adjustments.

Section 2. Immediate Family Defined. Immediate family is defined as:

- a. Spouse;
- b. Children (natural or in loco parentis);
- c. Parent (natural or adoptive);
- d. Brother or Sister;
- e. Grandparents;
- f. Daughter- or Son-In-Law; or
- g. Mother- or Father-In-Law
- h. Sister-or Brother-In-Law

Section 3. Funeral Leave for Other Relationships. Upon the death of a grandchild, two (2) days paid funeral leave shall be granted to attend services, in accordance with the procedure described in Section 1.

Section 4. Non-Local Funeral Services. In addition to the foregoing, any member who is required to travel over 500 miles round trip to attend a funeral service as outlined in this section is entitled to receive one (1) day's paid leave for travel purposes so long as the days are consecutive to the funeral service and the member is required to miss a regularly scheduled work day.

Section 5. Additional Leave. If additional time is necessary the employee may use accumulated sick leave if approved by the supervisor.

ARTICLE 20
VACATIONS

Section 1. Accrual. It is the intent of the parties to preempt R.C. 9.44. Vacation shall be based on years of completed full-time service as defined below and prorated part-time service with the Employer. All regular full-time employees shall be granted the following vacation leave with full pay each year based upon their length of service as follows:

<u>Service</u>	<u>Annual Vacation Eligibility</u>
1 year but less than 5 years	80 working hours
5 years but less than 10 years	120 working hours
10 years but less than 15 years	160 working hours
15 years but less than 25 years	200 working hours
25 years or more	240 working hours

Service as used herein shall mean full-time service (time in active pay status) with the Township. Additionally, a part-time employee who moves to a full-time position shall be credited for part-time service with the Township on the basis of one-quarter (1/4) year of service for each completed five hundred twenty (520) hours of such part-time service.

Section 2. Eligibility/Usage. An employee becomes eligible for vacation leave on his full-time employment anniversary date, and vacation leave shall be taken by the employee within twelve (12) months after it is earned. Any vacation time not used by the end of the anniversary year is forfeited, except that the Board of Trustees may permit an employee to carry over his vacation leave to the following year if an emergency exists. In no case shall vacation leave be carried over more than two (2) years.

Section 3. Voluntary Separation. Any employee who voluntarily terminates employment prior to taking vacation shall be paid for the unused portion of any fully earned but unused vacation leave earned during the year of separation.

Section 4. Proration. An employee's paid vacation shall be adjusted (or prorated) to reflect time spent on unpaid leave(s) of absence totaling thirty (30) days or more (e.g., for each thirty (30) days present on unpaid leave of absence an employee shall lose one-twelfth (1/12) of his regular paid vacation leave). This prorating of vacation leave shall not affect an employee's seniority date.

Section 5. Holidays during Scheduled Vacation. If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday.

Section 6. Scheduling/Approval. Employees may take vacation any time during the calendar year with the Township's permission. During the fourth quarter of each calendar year employees will be given the opportunity to indicate on a form provided by the Township their vacation preference for the upcoming year. By January 1 of each year, a written vacation schedule will be prepared by the Township (and individual written confirmation given to each employee) with priority given according to their Township seniority. Once the vacation schedule is determined it shall not be changed without consent of the involved employee. Any employee who fails to make his vacation application during the appropriate period will be given his vacation leave without regard to seniority based upon when the application is made.

Section 7. Previously Accrued Time. All vacation time that has already been accrued and is currently on the books shall remain in effect and untouched by this Agreement.

ARTICLE 21 **HOLIDAYS/PERSONAL DAYS**

Section 1. Recognized Holidays. All regular full-time employees shall be entitled to eight (8) hours pay (i.e., holiday pay) for each of the following holidays:

New Year's Day

Labor Day

Martin Luther King Day
President's Day
Memorial Day
Independence Day

Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Section 2. Date of Observance. Holidays shall be observed on the actual days which they fall unless that date falls on a weekend or another day is agreed upon for observance. When a holiday falls on a weekend date, the holiday will be observed on the previous Friday or following Monday.

Section 3. Holiday Pay Eligibility. To be entitled to holiday pay, an employee must be in paid status (i.e., actually receives pay during the week in which the holiday falls). To be entitled to holiday pay, employees must actually work the scheduled work day before, and the scheduled work day after the holiday, unless absent due to personal day, vacation, funeral leave, jury duty, bona fide illness (as determined by the Township), or serious injury.

Section 4. Scheduling/Approval. A full-time employee who does not work on a recognized holiday shall receive eight (8) hours straight time pay at his regular hourly rate.

Section 5. Rate of Pay for Holiday Work. All employees who work on a recognized holiday shall receive one and one-half (1 1/2) times their regular rate of pay for all hours worked on the holiday.

Section 6. Personal Days/Proration. In addition to the foregoing holidays, each full-time employee is entitled to two (2) personal days per year that can be taken at any time with the prior approval of the Department Head or his designee. Requests to take personal days must be received at least seven (7) days in advance of the requested date. An employee hired after June in any given year will be entitled to one (1) personal day for the first year of employment. An employee retiring prior to June in any given year will have his separation pay offset by eight (8) hours in the event that he has already utilized his annual, two (2) day allocation.

ARTICLE 22 **LONGEVITY**

Section 1. Commencing January 1, 2008, and for each year thereafter, the Township will pay longevity to each full-time member based on the following schedule:

After 5 years -	\$450.00
After 10 years -	\$600.00
After 15 years -	\$750.00
After 20 years -	\$950.00

Section 2. The longevity benefit shall be paid once per year on a date specified by the Township.

ARTICLE 23
PERSONNEL FILES

Section 1. The employment records of each employee shall be open for the inspection of the employee upon reasonable advance request to the Township. If an employee is involved in a grievance regarding a matter relevant to information contained in the employee's personnel file, the affected employee's Union representative will be granted access to his personnel file upon written authorization from the employee and upon reasonable request made to the Township.

Section 2. Employees shall be entitled to copy all material contained within their personnel files upon reasonable advance request to the Township.

Section 3. The official personnel file shall be maintained in the Town Hall. In accordance with Section 2, employees shall have access to any working files maintained by the Supervisor or Trustees.

ARTICLE 24
SENIORITY

Section 1. Definition. Employment seniority for full-time employees shall be defined as an employee's continuous length of service, commencing on the date of full-time hire with Olmsted Township. Employment seniority will be applied for the purpose of accruing such benefits as vacation. Employment seniority shall be terminated when an employee:

- A. resigns or retires;
- B. is discharged for just cause;
- C. is laid off for a period of more than twenty-four (24) consecutive months;
- D. fails to appear for work as scheduled without notifying the Township for five (5) consecutive days.

Section 2. Part-time Seniority. A roster of part-time employees shall be kept for seniority purposes under the same guidelines as set forth in Section 25.01. Each five hundred twenty (520) hours of part-time service with the Township shall be equivalent to one-quarter (1/4) year of service for purposes of the computation of part-time seniority.

Section 3. Seniority List. The Township will, upon request, but no more than twice per year, provide the Union with a full-time and part-time seniority list of all employees in the bargaining unit listing name, job classification, date of hire, and the date of classification.

ARTICLE 25
LAYOFF AND RECALL

Section 1. Determination/Notice. Whenever the Township determines that a layoff or reduction-in-force (i.e., job abolishment or hour reduction) in any department affected by this

Agreement is necessary, the Township shall notify the affected members, in writing, at least thirty (30) calendar days in advance of the effective date of layoff or reduction. The Township, upon written request from the Union, agrees to discuss with the representatives of the Union the impact of the layoff on the bargaining unit member(s).

Section 2. Procedure/Displacement. When the Township determines that layoffs or a reduction in force will occur, affected members will be laid off or subject to reduction in accordance with their seniority, employment status, and position. Least senior members in the affected employment status and position(s) will be laid off or subject to reduction first.

If it is determined that part-time positions are to be retained, full-time employees within the affected classification(s) will be offered the part-time position without losing status on the full-time recall list. If the full-time employee(s) declines, part-time employees in the affected classification(s) will be retained/recalled as applicable. All student or casual employees must be laid off before any full-time or part-time member can be laid off.

Section 3. Recall Rights. Members who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, members who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are qualified to perform the work for which they are being recalled. If there is no recall within two (2) years of the layoff, the employee's position will be considered to be abolished.

Section 4. Notice of Recall. Notice of recall shall be sent to the member by registered mail, with a copy to the Union. The Township shall be deemed to have fulfilled its obligation by mailing the recall notice, by registered mail, to the last known mailing address of the member.

Section 5. Recall Reporting Timeline. The recalled member shall have seven (7) calendar days, following the date of receipt of the recall notice, to notify the Township of the member's intention to return to work. The member shall have fourteen (14) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date is otherwise specified in the notice. The Township may require a physical examination before the member returns.

ARTICLE 26 **JOB VACANCIES**

Section 1. The Township reserves the right to post both internally and externally any vacant positions and fill the position with the applicant of its choosing. Current employees will be given first consideration, but not priority.

Section 2. All employees in the bargaining unit desiring a vacant position shall apply through the posting procedure and shall be granted an interview for consideration.

ARTICLE 27
GRIEVANCE PROCEDURE

Section 1. Definition. The term “grievance” shall mean an allegation by a bargaining unit member that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement or any matters not covered by this Agreement.

Section 2. Procedure Generally. A grievance raised by a Union member will be brought and considered pursuant to the following rules and procedures:

- A. **Grievance Processing.** All grievances must be processed at the proper step in order to be considered at the subsequent steps unless the parties agree otherwise in writing. Grievances can be initially raised directly at Step 2 with express written agreement of the parties.
- B. **Grievance Withdrawal.** Any member may withdraw a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the member within the time limits provided shall be considered-resolved based upon management’s last answer/action.
- C. **Default Rejection.** Any grievance not answered by management within the stipulated time limits shall be considered to be answering in the negative, and may be advanced by the member to the next step in the grievance procedure in accordance with the applicable time limitations.
- D. **Time Limits.** All time limits on grievances may be extended by mutual written consent of the parties. For purposes of this article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and Holidays as defined herein.

Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced. An arbitrator is without authority to render any decision involving a grievance that does not conform to the parties’ negotiated time limits.

Section 3. Grievance Contents. All grievances should contain the following information and be filed using the grievance form as presented in Appendix A:

- A. Aggrieved member's name and signature;
- B. Aggrieved member's classification;
- C. Date grievance was filed in writing;
- D. Date and time grievance occurred;
- E. Location where grievance occurred;
- F. Description of incident giving rise to the grievance;
- G. Specific articles and sections of the Agreement violated; and
- H. Desired remedy to resolve the grievance.

Section 4. Procedure. It is the mutual desire of the Township and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every responsible effort shall be made by the Township and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: Department Head

A member having a grievance must reduce it to writing as set forth in Section 4 and refer the grievance to the Department Head or his designee, within ten (10) days after the incident giving rise to the grievance, or knowledge thereof, not to exceed thirty (30) days after the incident. The Department Head or his designee shall have ten (10) days in which to schedule a hearing with the aggrieved member and the appropriate Union representative if the former desires. The Department Head or his designee shall investigate and respond, in writing, to the grievant and/or the appropriate Union representative within ten (10) days following the hearing.

Step 2: Board of Trustees

If the grievance is not satisfactorily settled in Step 1, the grievance shall be submitted to the Union. The Union will then review the merits of the grievance and decide whether or not to recommend further appeal. Should the Union decide to process the grievance further, the Union may file an appeal with the Board of Trustees within ten (10) days after the Step 1 decision. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 1 answer is in error. The Board of Trustees/designee shall have ten (10) days in which to schedule a hearing with the grieved employee and the appropriate Union representative. The Board of Trustees/designee shall conduct a hearing, investigate, and respond to the grievant and appropriate Union representative within ten (10) days following the hearing.

Step 3: Arbitration

If the grievance is not satisfactorily settled in Step 2, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within ten (10) days following the date the grievance was answered at Step 2. In the event the grievance is not referred to arbitration within the limits prescribed, the grievance shall be considered resolved, based upon the Step 2 reply. The arbitration procedure is as follows:

- A. **Selection of the Arbitrator.** Within ten (10) days of submission of a request for arbitration, the appealing party shall make a joint request for a list of seven (7) impartial arbitrators from Ohio, who are members of the National Academy of Arbitrators, from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of seven (7) arbitrators, each party shall, within ten (10) days from the date the list is received, strike any name to which it objects, number the remaining names to indicate the order of preference, and return the ranked list to the FMCS. Prior to striking and ranking, either party shall have the option to completely reject the list of names provided by the FMCS and request one (1) additional list.

The parties shall attempt to agree on a statement of the specific issues to be determined by the arbitrator. Failure to agree shall not delay or prevent the arbitration from proceeding.

- B. Hearing Procedure/Authority of the Arbitrator. The arbitrator shall hold the arbitration promptly and issue a decision within thirty (30) days after the hearing is closed. The arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of the Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify; change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is properly within the limitations expressed herein. The arbitrator is expressly confined to the precise issue submitted for arbitration, and has no authority to determine any other issues not so submitted, or to submit observation or declarations of opinion which are not directly essential in deciding on the issue submitted.

The arbitrator cannot recommend any right or relief on an alleged grievance occurring at any time other than during the contract period in which such right originated or make any award based on rights arising under any previous Agreement, grievance, or practices. The arbitrator shall not mitigate the level of discipline imposed by the Employer upon a finding that, by a preponderance of evidence, misconduct occurred. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit retroactive settlement to the date the grievance was presented to the Township at Step 1 of the grievance procedure.

- C. Arbitrability/Decision. The question of arbitrability of a grievance may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. 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. The decision of the arbitrator shall be final and binding upon the Union, the member, and the Township, subject to review as provided in the Ohio Revised Code.
- D. Costs. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Township and the Union. All costs directly related to the services of the arbitrator shall be split equally by the Union and the Township. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

Section 5. Group Grievances. A grievance may be brought by any member covered by this Agreement. Where a group of bargaining unit members desire to file a grievance involving an incident affecting several members in the same manner, one (1) member shall be elected by the group to process the grievance. Each member who desires to be included in such grievance shall be required to sign the grievance.

Section 6. Vacancy in Procedure. In the event a step in the grievance procedure is vacant and no designee has been established, the grievant may file at or proceed to the next step in the grievance procedure within the established time frame.

ARTICLE 28
CORRECTIVE ACTION

Section 1. No Union member shall be suspended, removed, or reduced in pay or position except for just cause.

Section 2. Predisciplinary Conference. Whenever the Township and/or its designee determines that there may be cause for a Union member to be suspended, reduced, or discharged, a pre-disciplinary conference will be scheduled to give the Union member the opportunity to offer an explanation of the alleged conduct. The predisciplinary conference procedure shall be as follows:

- A. **Notice.** The Union member shall be provided with written notice of the charges, and the date, time, and location of the conference. Such notice shall be given to the Union member at least seventy-two (72) hours prior to the time of the hearing.
- B. **Representation.** The pre-disciplinary conference shall be conducted before the affected member's Department Head or his designee, and the member may be represented by a Union official or legal counsel.
- C. **Disciplinary Recommendation.** Within ten (10) calendar days after the conference, the Director shall provide the Union member with a written statement affirming or disaffirming the charges based on the relative strength of the evidence presented at the hearing. The Director will make a recommendation to the Board of Trustees of the type and extent of the disciplinary action to be taken, if any.
- D. Predisciplinary conferences shall be held during the Union member's scheduled duty time, whenever possible. The Union member shall not incur any loss of income due to attendance at the conference.

Section 3. Waiver. Prior to the scheduled time of the predisciplinary conference, the Union member may waive the right to such conference by submitting a written document to the Township waiving such right.

Section 4. Written Reprimands. For written reprimands, the Department Head will allow for a Union representative to be present at the time of issuance, if so requested by the employee.

Section 5. Timelines. For the purpose of this article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and holidays as defined herein.

Section 6. Disciplinary Records. Each employee shall be provided a copy of any disciplinary action prior to it being placed in the personnel file. Verbal and written reprimands shall cease to have force and effect for purpose of future consideration after eighteen (18) months provided

there has been no intervening disciplinary action, and suspensions will cease to have force and effect for consideration for future disciplinary actions after thirty-six (36) months provided there has been no intervening disciplinary action.

ARTICLE 29
HOURS OF WORK AND OVERTIME

Section 1. Work Week. The normal work period for regular full-time employees shall be forty (40) hours of work, scheduled during a seven (7) day, one hundred sixty-eight (168) hour work week. Employees shall receive time and one half (1 1/2) their regular rate of pay for all hours worked in excess of forty (40) hours of work in the work week defined as 12:01 a.m. on Sunday to 12:00 midnight on Saturday.

Section 2. Overtime. For the purpose of computing overtime pay, vacation and holidays shall be counted as hours and days worked. All other overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA).

Section 3. Scheduling. Employees' work hours shall be scheduled as needed to meet the operational needs of the Township. The Township agrees not to make any changes in the regularly scheduled work hours for the sole purpose of avoiding overtime costs.

Section 4. Compensatory Time. In lieu of receiving overtime pay, an employee may elect to receive compensatory time. Employees may accumulate no more than eighty (80) hours of compensatory time at any given time. Requests for the use of compensatory time shall be made with at least thirty (30) days notice. Where the use of compensatory time off has been denied, the employee shall be offered an alternative day within the next thirty (30) days for use of the requested compensatory time off. The Employer may also elect to offer cash payment for the number of hours denied at the employee's regular rate of pay, and those hours will be deducted from the member's balance. If neither of those options is acceptable, the employee may withdraw the A/T request. The parties agree that thirty (30) days constitutes a "reasonable time period" for the granting of a request for compensatory time under the Act. Except as otherwise specifically restricted by this Agreement, the Employer retains all its rights to manage the administration of compensatory time under federal law, which includes but is not limited to the ability to cash-out compensatory time banks or schedule such time off at its sole and exclusive discretion.

ARTICLE 30
OVERTIME AND UNSCHEDULED WORK

Section 1. Minimum Call-Out. An employee who is called in to work at a time which does not abut his regularly scheduled work hours shall receive a minimum of three (3) hours pay or three (3) hours work at the applicable rate of pay. Time abutting or contiguous to regularly scheduled work hours shall be compensated based upon actual hours worked.

Section 2. Holdover Overtime. Overtime will first be given to full-time employees if the work to be performed involves the continuation of a specific job and is at a time which is contiguous to their regular full-time shift. Full-time employees are expected to comply with requests to work

an overtime assignment unless on a paid day off. Excessive refusals will result in discipline. Employees cannot be required to work more than sixteen (16) consecutive hours.

Section 3. For any overtime or unscheduled work that necessitates two (2) or more workers to perform a task, one (1) of the employees will normally be a full-time Service Tech to ensure continuity and accountability.

Section 4. Part-time Availability/Notice. Part-time employees are required to inform the Service Director in writing the days and times they are available for work, and include, at a minimum, availability for two (2) weekends (Saturday and Sunday) and sixteen (16) additional hours per month. This will be done on a quarterly basis. Part-time employees who fail to report to work more than once per quarter, when contacted consistent with their designated availability, shall be subject to discipline up to and including termination.

Section 5. Overtime Distribution. Overtime shall be distributed as equally as possible during the year so that all full-time employees have had similar opportunities to work. An overtime list shall be established as agreed by the Union and Service Director that should include time worked and time refused as a total.

ARTICLE 31 **FITNESS FOR DUTY/DISABILITY SEPARATION**

Section 1. Examination. The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. The cost of the Employer required examination shall be paid by the Employer. Any employee found not fit for duty under these provisions will be placed upon sick leave, FMLA, disability leave of absence without pay.

Section 2. Disability Leave. The Employer may, upon request of the employee and the receipt of acceptable medical certification, grant an employee who has exhausted all available paid leave and who remains unable to work because of sickness, injury, or illness, including pregnancy-related matters, an unpaid disability leave of absence for a period not to exceed twelve (12) months. Time spent on unpaid Family and Medical Leave for the same disabling illness or condition shall be tolled against the twelve (12) months unpaid leave period.

Section 3. Return to Duty. Upon completion of such a disability leave, including acceptable medical certification, as determined by the Employer, that the employee is able to return to work and perform the essential functions of the position, the employee shall be returned to the position which he formerly occupied, or to a similar position if the former position no longer exists. The employee may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by the Employer.

Section 4. Falsification of Leave/Failure to Return to Duty. If it is found that the leave is not actually being used for the purpose for which it was granted, the Employer shall revoke the leave and impose discipline up to and including discharge. Failure to return to work upon the

expiration or notification of cancellation of a disability leave of absence shall be just cause for removal.

Section 5. Disability Separation. If an employee is unable to return to duty following expiration of an unpaid disability leave of absence, the employee will be separated from employment (disability separation).

ARTICLE 32
HEALTH BENEFITS

Section 1. The Township agrees to provide full-time bargaining unit employees the same medical insurance health plan as provided to other Township employees under a group insurance plan. Such group insurance may be provided through a self-insured plan or an outside provider. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverages, and utilization.

Section 2. Contributions. The election of single, dependent or family coverage and the base plan or a higher level plan rests with the eligible bargaining unit employee.

Effective December 1, 2012, the Employer and its employees shall contribute ten percent (10%) of the monthly cost of health insurance under the plan that they have selected for coverage. Effective December 1, 2013, the Employer and its employees shall contribute the following monthly amounts for coverage under the Township's base insurance plan:

	<u>Township</u>	<u>Employee</u>	<u>Total Base Contribution</u>
Single Contribution	\$462.49	\$51.39	\$ 513.88
Employee/Spouse	\$977.63	\$108.63	\$ 1,086.25
Employee/Child(ren)	\$883.96	\$98.22	\$ 982.18
Family Contribution	\$1,399.20	\$155.46	\$ 1,554.55

Should the elected plan costs exceed the total base contribution amounts set forth above, the participating employee shall be required to contribute fifty percent (50%) of the amount in excess of the total in order to continue participation. In the event that the employee elects a plan that costs less than the total base contribution set forth above, fifty percent (50%) of the amount less than the Total Base Contribution may be directed and utilized to fund an HSA account or reduce the employee premium contribution.

Section 3. Insurance Committee. The Union and the Township agree to create a Health Plan Review Committee (HPRC) consisting of one (1) representative of each recognized Union within the Township and up to three (3) representatives of the Board of Trustees. The HPRC shall review coverages and costs of health care and make recommendations to the Board of Trustees in accordance with established time frames as follows:

1. To maintain the existing base plan and benefit levels and to pass on any excess costs (costs in excess of the base contribution(s) in effect November 1, 2013, to the participating employee;

2. To change the base plan and reduce the level of benefits so that the cost does not increase;
3. To change the plan and reduce the benefit levels to minimize the cost increases (costs in excess of the base contribution(s) in effect November 1, 2013, to be passed onto the participating employee

The committee may also make recommendations for reductions/modification in benefit levels for plans other than the base plan. Timely recommendations of the committee for one of the choices set forth in items 1 through 3 above will be implemented. Should the committee fail to make a recommendation, the Board of Trustees will make a selection from items 1 through 3 above, and that selection shall be implemented.

Section 4. Spousal Coverage. Effective for the first month following the execution of this Agreement, spousal coverage will be available, only upon proof that the spouse does not have other medical insurance coverage available to him/her through the spouse's employer. If such coverage is available, the employee's spouse must enroll in at least single coverage from his/her employer or pay the difference between the coverage that the employee would be on were the spouse not enrolled on the township plan (i.e., single or EE/child(ren)) and the cost of coverage with the spouse enrolled (i.e., EE/Spouse or Family). Falsification of spousal coverage information shall result in termination.

Section 5. Coverage Coordination. A bargaining unit member who is married to another Township employee is only entitled to coverage under a single family policy from the Employer.

Section 6. Insurance Opt-Out. Any member of the bargaining unit who elects to waive health and medical insurance coverage in its entirety (including dental and optical), meaning that they are not covered on the Township health insurance plan for a (12) twelve month period, shall receive a monthly bonus of two hundred fifty dollars (\$250) per month for a waiver of single coverage and five hundred dollars (\$500) per month for a waiver of family, employee/spouse, or employee/child(ren). Employees must make such waiver request in writing prior to November 1 of the calendar year, and must provide proof of insurance to the employer before choosing to waive the employer's current policy.

Section 7. Dental/Vision Coverage. The parties agree that the Township will continue to provide dental and vision coverage to unit members. The cost of such coverage shall be borne by the Township and will not be included in calculating the parties' respective contribution amounts for coverage under Sections 2 and 3 of this article.

ARTICLE 33 **LIFE INSURANCE**

Section 1. The Township will provide each full-time member with a fifteen thousand (\$15,000.00) dollar term life insurance policy which will include an accidental death and dismemberment clause.

ARTICLE 34
UNIFORMS

Section 1. Each Service Tech will be required to wear a uniform which will be provided by the Township at no cost to the employee.

- a. The Township will provide the full-time employees with laundered uniform pants and shirt on each regularly scheduled workday at no cost to the employee.
- b. The Township will provide the full-time employees with one (1) jacket and one (1) winter coat. The winter coat will be replaced by the Township every two (2) years or when damaged due to no fault of the employee.
- c. Each full-time employee will be reimbursed up to a maximum of one hundred fifty dollars (\$150.00) per year for the purchase of steel or composite-toe work boots.
- d. Each full-time employee will be provided with five (5) tee shirts and two (2) sweatshirts, with Township logo, once a year and one set of construction-type overalls per contract term.

Section 2. When the Township requires a uniform to be worn by part-time employees, it shall be provided by the Township.

Section 3. All newly hired employees who do not complete their probationary period must return each item of clothing received pursuant to this section as well as any other issued Township property (pagers, radios, etc.) before the final paycheck shall be issued.

ARTICLE 35
PROBATIONARY PERIOD

Section 1. Any newly hired bargaining employee will be required to successfully complete a six (6) month probationary period.

Section 2. Discipline/Removal During Probation. A probationary employee may be terminated at any time during his initial probationary period, and any extensions thereof, and shall have no appeal over such removal. Neither the employee nor the Union shall have recourse to the grievance procedure or to any administrative agency or court of law to challenge discipline or termination during the probationary period.

ARTICLE 36
WAGES

Section 1. The hourly wages for all members of the bargaining unit are as follows:

		Effective	Effective
Service Department/Building Department	Current	8/1/2012	8/1/2013
Service Tech I- New Hire (Part-time & Full-time)	14.85	14.85	14.85
Service Tech I- After 1 year (Part-time & Full-time)	16.23	16.23	16.23
Service Tech I- After 2 years (Part-time & Full-time)	17.06	17.06	17.06
Service Tech I- After 3 years (Full-time)		17.75	17.75
Service Dept. Tech. II- Entry (Full-time)	20.18	20.18	20.18
Service Dept. Tech. II- After 1 year (Full-time)		20.87	20.87
Part-Time Secretary	14.51	14.51	14.51
Full-Time Secretary	15.85	15.85	15.85
Part-Time Office Coordinator	16.85	16.85	16.85
Office Coordinator- Entry (Full-time)	17.85	17.85	17.85
Office Coordinator- After 1 year (Full-time)		18.54	18.54

Section 2. Advanced Placement on Scale. At its discretion, the Olmsted Township Board of Trustees is authorized to waive first year wages and hire additional Service Department Technicians at a rate higher than the entry rate. An employee hired at a rate above the entry rate will advance through the wage scale, as may be applicable, on his anniversary date of appointment to the applicable classification, notwithstanding the years of service associated with the normal wage schedule. Effective August 1, 2012, those members not yet at the top rate of pay shall advance to the next step of the wage schedule if applicable.

Section 3. Foreman Appointment. The Employer/designee, at his sole discretion, and on an as needed basis, may appoint any full-time Service Department employee from those who volunteer to the position of Foreman whom he determines to be qualified. The Foreman will supervise the Service Techs in the performance of their duties under the direction of the Employer/designee. The Foreman will be paid an additional two dollars (\$2.00) per hour for each hour of service as Foreman. Payment will be made in the same pay period service is performed. The Foreman shall be expected to monitor crew activities, respond to employee inquiries, and document/report any instances of inappropriate conduct to the Employer/designee for action. The Forman will not be required to perform evaluations of employees.

Section 4. Service Tech II Appointment. Beginning January 1, 2005, the Employer/designee, with the consent of the Trustees, may appoint one or more persons to be a full-time Service Tech II. In the event a Service Tech I is promoted to Service Tech II, the promotion will be made on the basis of seniority if skill level and qualifications are substantially equal. A Service Tech II will serve at the pleasure of and under the direction of the Employer/designee. The qualifications and job duties of the Service Tech II will be determined by the Employer/designee and provided in writing to the Union.

Section 5. Snow & Ice Control Coordinator Appointment. Beginning November 1, 2004, the Employer/designee, at his sole discretion, and on an as needed basis, may appoint any full-time Service Department employee who volunteers to the position of Snow and Ice Coordinator. If no full-time members volunteer, or none are available, a part-time member may be appointed. The Snow and Ice Coordinator will be responsible for directing other Service Techs in the removal of

snow and ice from all Township roadways and cul-de-sacs and perform other related duties as determined by the Employer/designee. The Snow and Ice Coordinator will be paid an additional two dollars (\$2.00) per hour for each hour of service as the Snow and Ice Coordinator.

Section 6. CDL Maintenance/Non-CDL Rate. All new hires and all employees currently holding a commercial drivers license (CDL) shall maintain the CDL as a condition of employment. Any employee not holding a CDL at time of ratification of this Agreement shall be paid at the following hourly rate:

Effective upon Execution \$16.78

Section 7. Office Coordinator Appointment. Beginning September 16, 2004, the Employer/designee, with the consent of the Board of Trustees, may appoint a qualified individual to the position of Building Department Office Coordinator. The Building Department Office Coordinator will serve at the direction of the Employer/designee. The qualifications and job duties of the Building Department Office Coordinator will be determined by the Employer/designee.

ARTICLE 37 **SUCCESSOR CLAUSE**

Section 1. Should the political structure of the Township be changed as permitted by the Ohio Revised Code, this Agreement shall remain intact for its duration.

ARTICLE 38 **DRUG AND ALCOHOL TESTING**

Section 1. Bargaining unit employees shall comply with the Drug Free Workplace and Drug and Alcohol Testing policies and procedures as may be required by law and as adopted and amended by the Board of Township Trustees.

ARTICLE 39 **DURATION**

Section 1. This Agreement shall become effective August 1, 2012, upon approval of the Olmsted Township Board of Trustees and the Local Union and shall remain in full force and effect until midnight July 31, 2014.

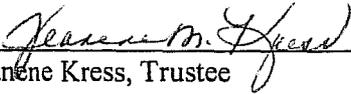
Section 2. Total Agreement/Reserved Management Rights. The provisions of this agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either oral or written, are hereby canceled. The Employer and the Union, for the life of this agreement, recognize the right of the Employer to exercise its management rights and statutory rights relative to matters not contemplated or addressed specifically herein, provided the exercise of such rights do not conflict with an express provision of this agreement.

Section 3. Modification. The express provisions of this agreement may only be amended or modified during the life of the agreement by the mutual written consent of both parties.

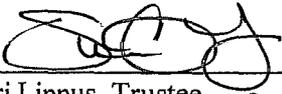
SIGNATURE PAGE

In witness whereof, the parties hereto affix their signatures on this 12/31 day of 2012.

FOR THE EMPLOYER



Jeanene Kress, Trustee



Sherri Lippus, Trustee



Scott Ross, Trustee

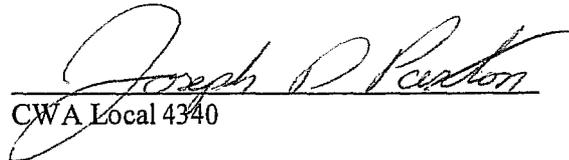


Michael D. Esposito, Negotiator

FOR THE UNION



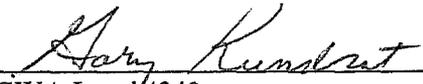
CWA



CWA Local 4340



CWA Local 4340



CWA Local 4340

SIDE LETTER
PRIOR SERVICE CREDIT/VACATION

The parties agree that notwithstanding the proration for part-time service established effective August 1, 2012, employee Tammy Tabor shall be considered to have eight (8) years of vacation service credit as of her full-time anniversary date in the year 2012. Effective upon execution, she shall be credited for three (3) weeks of vacation leave as provided for in the parties' vacation schedule. Future vacation service credit shall be provided in accordance with Article 21, Section 1.

SIDE LETTER
LUMP SUM PAYMENTS

Within thirty (30) days following the execution of the contract and during the anniversary month of the agreement each year, each bargaining unit member who is currently employed by the Township as of August 1, 2012, shall receive a lump sum payment as follows:

\$600.00 for a full-time member
\$300.00 for a part-time member